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CONTRACT OF SERVICES

Between

<Name of MS-BID Association>

And

<Name of MS-BID Manager>

1 The Parties

The parties to this employment agreement are:

1. **Mainstreet/BID**, the "Employer"; and
2. **Employee's Name**, the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as **Mainstreet/BID Manager**.

2.2 Duties as set out in the job description which may be modified from time to time by the Employer

The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2.3 Reporting

The Employee shall report to **Chair of the Committee** or to any other representative of the Employer designated from time to time by the Employer.

2.4 Performance Objectives

The Employer shall, in consultation with the Employee, set the Employee objectives at least on an annual basis. These objectives shall be taken into account by the Employer when assessing the Employee's performance.

2.5 Performance reviews

The Employer shall conduct a performance review of the Employee on at least an annual basis. This review shall be taken into account in any salary reviews.

3 Nature and Term of the Agreement

3.1 Individual Agreement of Ongoing and Indefinite Duration

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The employment shall commence on **Insert Date** and shall continue until either party terminates the agreement in accordance with the terms of this agreement. The clauses in this agreement may be varied or updated by agreement between the parties at any time.

3.2 Probation

The parties agree that the Employee will serve a probation period of **2 months** at the beginning of their employment. The Employer will provide guidance and feedback to the Employee during this probation period. If the Employer justifiably considers the Employee has failed to appropriately carry out their duties during the probation period, and the Employee has been appropriately warned and supported during the probation period, the Employer may terminate the employment agreement upon the expiry of the probation period by providing written notice of termination as specified in the termination clause. Nothing in this clause limits the legal rights and obligations of the Employee or the Employer during or after the probation period.

4 Obligations of the Relationship

4.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good employer in all dealings with the Employee;
- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

4.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer;
- (ii) Perform their duties with all reasonable skill and diligence;
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship;
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship;
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time.
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 The Place of Work

5.1 Flexible Location

The parties agree that the Employee shall perform their duties at **insert primary location**, and at any other reasonable location to which they may be directed from time to time by the Employer.

6 Hours of Work

6.1 Full Time Hours of Work

The Employee's hours of work shall be **40** hours per week on **insert days**, between the hours of **insert start and finish times**.

6.2 Lunch Breaks

The Employee shall be entitled to a lunch break on each working day of employment, of **45 minutes**, to be taken at **insert time** or such other time as the parties agree from time to time.

6.3 Variation to Hours of Work

The Employee's hours of work may be varied as follows:

- (i) By mutual agreement between the Employee and the Employer; or
- (ii) If agreement cannot be reached, by the Employer, following consultation with the Employee, provided that the Employee's minimum hours of work are not reduced below **insert number** hours and that any increase in hours of work is reasonable.

When seeking to vary the Employee's hours, the Employer shall act reasonably, and shall take into account the Employee's personal circumstances and commitments.

7 Wages/Salary/Allowances

7.1 Annual Salary

The Employee's salary shall be **\$insert figure** per annum, which shall be paid **insert pay period** on **insert day on which payment will be made insert payment method**.

7.2 Review

The Employer agrees to review the Employee's salary/wages on the 12 month anniversary of this employment agreement and every 12 month anniversary thereafter. The parties agree that the Employee shall not have any necessary entitlement to an increase, but, the Employer agrees to conduct this review in good faith and to consult with the Employee during the review.

7.3 Overtime

The parties agree that where the Employee works requested overtime, the Employee shall be entitled to payment for each hour of overtime at the following rate: **insert rate**.

7.4 Reimbursement of Expenses

The Employee shall be entitled to reimbursement by the Employer of all expenses reasonably and properly incurred by the Employee in the performance of their duties, provided the Employee produces appropriate receipts to the Employer when requesting reimbursement.

8 Holidays and Leave Entitlements

8.1 Longer Form Clause on Annual Leave reflecting the entitlements in the Holidays Act

The Employee shall be entitled to paid annual leave on the following basis:

- (i) After 12 months continuous employment with the Employer the Employee shall be entitled to 3 weeks annual leave for that year, and to 3 weeks for each subsequent period of 12 months continuous employment.
- (ii) Annual leave may, with the agreement of the Employer, be taken in advance.
- (iii) The Employee shall, if they so elect, be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break.
- (iv) The time for taking annual leave may be agreed between the Employer and Employee and the Employer must not unreasonably withhold consent to the timing proposed by the Employee, but failing agreement the Employer may require the Employee to take annual leave, after consultation with the Employee, and having taken into account work requirements and the opportunities for rest and recreation available to the Employee. The Employer shall provide at least 14 days notice to the Employee directing them to take annual leave commencing on a particular date.

8.2 Payment for work on a Public Holiday

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay.

8.3 Sick Leave as set out in the Holidays Act

The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 month period of service. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

Sick leave entitlements can be accumulated from year to year up to a maximum entitlement of 20 days.

8.4 Medical Certificate Required for Sick Leave

Where the Employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.

Where the Employee takes sick leave, and the Employer has reasonable cause to suspect that the leave is not genuine, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required.

8.5 Bereavement Leave as set out in the Holidays Act

The Employee is entitled after 6 months employment to paid bereavement leave of up to three days in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse.

The Employee is entitled to one days paid bereavement leave if the Employer considers the Employee has suffered a bereavement through the death of another person.

8.6 Parental Leave

The Employee shall be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

9 Health and Safety

9.1 General Health and Safety Obligations

Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

10 Other Employment Obligations

10.1 Confidential Information

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

10.2 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

10.3 Use of Internet and Email

The Employee will have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Employer. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

10.4 Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

11 Restructuring and Redundancy

11.1 Employer to provide information and consider comments in restructuring situations

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

11.2 Employer to require offer of similar position in restructuring situations

The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.

Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the redundancy provisions of this agreement.

Redundancy is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business.

12 Termination of Employment

12.1 General Termination

The Employer may terminate this agreement for cause, by providing **4 weeks** notice in writing to the Employee. Likewise the Employee is required to give **4 weeks** notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

12.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

12.3 Suspension

In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out.

12.4 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

12.5 Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

13 Resolving Employment Relationship Problems

13.1 Long Form

If the employment relationship is to be as successful as possible, it is important that the Employer and Employee deal effectively with any problems that may arise.

This procedure sets out information on how problems can be raised and worked through.

What is an employment relationship problem?

It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

Clarify the problem

If either the Employer or Employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in

doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:

- friends and family
- the Employment Relations Info-line on **0800 800 863** or on its website at **www.ers.dol.govt.nz**
- pamphlets/fact sheets from the Employment Relations Service
- their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

Discuss the problem

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

The Next Steps

If the parties are not able to resolve the problem by talking to each other, a number of options exist:

- Either party can contact the Employment Relations Infoline, who can provide information and/or refer the parties to mediation.
- Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Department of Labour can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
- Either party can take part in mediation provided by the Employment Relations Service (or the parties can agree to get an independent mediator).
- If the parties reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will then be binding on the parties.
- The parties can both agree to have the mediator provided by the ERS decide the problem, in which case that decision will be binding;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Authority's determination, they can refer the problem to the Employment Court.

In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

14 Acknowledgement of the Agreement

14.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

14.2 Employee Acknowledgment

The Employee acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this agreement,
- (ii) that they have been provided with a reasonable opportunity to take that advice;
- (iii) that they have read these terms of employment and understand these terms and their implications; and
- (iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

15 Declaration

15.1 Declaration

I, **XXX Mainstreet/BID**, offer this employment agreement to **Employee's Name**.

Signed by:..... **Date:**.....

I, **Employee's Name**, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:..... **Date:**.....