



Sample
Employee
Handbook

mānana māhiri

VALUING THE WORK OF THE TANGATA WHENUA, COMMUNITY AND VOLUNTARY SECTOR



RESOURCE 1 - SAMPLE EMPLOYEE HANDBOOK

All employment-related policies can be encapsulated in an employee handbook, such as in this sample, or as part of an organisational policy manual. If a handbook is used, individual staff employment agreements can be developed in conjunction with the handbook. It is then reviewed on a regular basis as part of the organisation's routine cycle of policy review.

The CD provided with this resource provides the following material in electronic form so that you are able to download the files and adapt them for your own use.

The information provided in this resource presents an outline of some legal requirements and is not intended as an interpretation of the law. Employment law is constantly changing. For updates go to www.ers.dol.govt.nz and www.legislation.govt.nz

For updates to this resource see the Workplace Wellbeing Project website:
www.communitycentral.org.nz/workplace-wellbeing

A. INTRODUCTION

This Employee Handbook sets out the Trust's principles, procedures and shared employment conditions and practices, which have been developed jointly by staff and trustees.

It should be read alongside your individual employment agreement.

From time to time the Trust may issue specific policies. When rules and policies are changed, all employees will be advised in writing. Where a rule or policy is at odds with an employee's employment agreement, the latter document will apply.

B. EMPLOYER'S DUTIES

The Trust shall:

- Act as a good employer in all dealings with the employee. A good employer is one who treats employees fairly and properly in all aspects of their employment
- Provide the employee with good working conditions and all reasonable resources including staff, equipment, financial and other supplies to enable the employees to carry out their duties properly
- Use its best endeavours to provide a safe, congenial and comfortable working environment
- Provide all training and instruction as may be reasonably necessary to equip the employee for the safe, efficient and proper performance of the duties in their employment agreement.

C. EMPLOYEE'S DUTIES

The employee shall:

- Diligently, faithfully and to the best of their abilities, carry out the duties of the position and the instructions given by the senior executive or immediate manager
- Take all practical steps to ensure the safety of self and others while at work and that no action by them, while at work, causes harm to any other person
- Ensure they know and comply with the Trust's health and safety rules and procedures
- Ensure confidentiality of information regarding the Trust and anyone associated with the Trust
- Comply with all the policies and procedures of the Trust outlined in this Employee Handbook and in the Organisational Policy Manual
- Not undertake any other business or profession which would in any way conflict with or intrude upon the activities of the Trust.

OUR EMPLOYMENT PRINCIPLES

1. We are here to do a job and we value what we do

- Staff members value the tangata whenua, community and voluntary sector
- Staff members have an industrious work ethic
- The Trust provides the tools and resources we need to do our jobs
- Respect, support, trust and working cooperatively are important to us. We acknowledge the work of each other
- The Trust provides a pleasant and safe working environment
- The Trust values the work of its staff members by aligning pay rates with those in the public sector as much as possible.

2. We are a family-friendly organisation

- Family members are welcome in our workplace, though it isn't routine for them to be there often
- The Trust is responsive to family 'moments'
- Staff members are able to work from home occasionally (for example, if a child or other dependent is sick)
- Families and whanau are included in special events/days out
- Visitors to our organisation are welcome to bring family members.

3. We have fun!

- Staff members participate and are inclusive of others
- We enjoy what we do
- We enjoy social occasions and activities.

4. We are committed to The Treaty of Waitangi/Te Tiriti o Waitangi

- We work towards honouring our commitment to The Treaty of Waitangi/ Te Tiriti o Waitangi
- We acknowledge and appreciate the cultural commitments of Maori staff members and the way these enrich our organisation
- The Trust provides training and education about Treaty/Tiriti issues, Te Reo and tikanga.

5. We value community involvement

- We value the community work and commitments of members of staff
- We encourage staff members to be actively involved in community organisations
- The Trust considers requests from staff about ways of supporting that involvement, particularly where there is a clear community contribution.

6. We are committed to ongoing personal development

- Our staff and trustees are committed to taking up opportunities for training and higher education which develop and enrich our breadth of skills, knowledge and understanding
- We especially encourage staff and trustees to take up opportunities to develop their understanding of the complexity of social and community issues
- Staff are expected to participate in training in Te Reo and tikanga
- Performance reviews will address development needs and aspirations and agree on a training programme each year.

7. We are committed to Equal Employment Opportunity and human rights

- We are committed to honouring equal employment opportunity principles and human rights legislation
- We are committed to equity between part time, fulltime, permanent and temporary staff members
- We value the work and input of all staff members.

D. EMPLOYMENT CONDITIONS

1. Hours of Work

Full time work is 37.5 hours per week, normally between the hours of 8am and 5pm week days, with flexibility able to be negotiated.

2. Part Time, Full Time, Permanent and Temporary Positions

- a) Wherever appropriate, positions will be made permanent, including part time positions.
- b) Conditions of employment for permanent part time staff members:

Part time staff will have all relevant pro rata terms and conditions as per the standard Trust staff agreement and in this Employee Handbook.

- c) Conditions of employment for fixed term employees:

Fixed term employees will have all relevant terms and conditions as per the standard Trust staff agreement and in this Employee Handbook.

- d) There is flexibility to negotiate and accommodate employee needs.
- e) Individual conditions will be specified in individual agreements or in schedules attached to collective agreements.
- f) The Trust considers requests to change the structure of hours for staff wishing to move between full time and part time hours, taking into account the demands of the job.

3. Leave

- a) Annual leave

Each staff member is entitled to 4 weeks' annual leave as set out in the Holidays Act, at least two of which may be taken consecutively.

In addition the Trust Board has granted staff the three working days between Christmas and New Year as paid leave over and above the annual entitlement of 4 weeks leave.

After 5 years service an additional week of annual leave will be granted.

Annual holidays must be taken in the year in which they accrue, but if this is not possible, written approval must be obtained to carry over leave into the following year.

Holidays should be taken at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the Trust will give the employee at least 14 days' notice of holidays.

- b) Public Holidays

Under the Holidays Act, the following days are paid public holidays

Christmas Day	Good Friday	Boxing Day	Easter Monday
New Year's Day	ANZAC Day	2 January	Queen's Birthday
Waitangi Day	Labour Day	Provincial Anniversary Day	

If a public holiday falls on one of your normal working days, and you are asked to work on that day, you will be paid time and a half for the hours worked, and you will also receive an alternative day off.

If you wish to celebrate other cultural or religious days as holidays, please ask your manager whether you can exchange them.

- c) Time in Lieu

Staff members can accumulate time in lieu. Each individual keeps a record of their time in lieu in their daily diary, which they record in a monthly report to the manager, who monitors time in lieu. Normally, no more than 5 days can be accumulated without some of the leave being taken, or without the agreement of the manager.

- d) Unpaid Leave

Applications for leave without pay will be assessed on an individual basis.

e) Sick Leave

Under the Holidays Act, each staff member is entitled to 5 days sick leave each year, when they are sick or a dependant is sick, the unused portion of which accumulates automatically to a maximum of 20 days per year.

You may be required to produce a medical certificate for illness of 3 or more consecutive days.

f) Bereavement and Tangihanga Leave

The minimum conditions set by legislation are as follows:

On the death of an immediate family member, up to three days' paid bereavement leave can be taken at any time and for any purpose related to the death. Immediate family members are the staff member's spouse, parent, child, sibling, grandparent, grandchild or the spouse's parent. If there is a multiple fatality, three days' bereavement leave is available in respect of each death.

On the death of someone outside the immediate family that causes a staff member to suffer a bereavement, up to one day's paid bereavement leave is available if the employer accepts the staff member has suffered a bereavement.

The employer takes into account the closeness of the association, any responsibilities the staff member has for any aspects of the ceremonies surrounding the death and any cultural responsibilities the staff member needs to fulfill in respect of the death.

The Trust treats bereavement leave in this way:

Paid bereavement or tangihanga leave is available to staff members to pay their respects to someone who has died and with whom the staff member has a close relationship, though not necessarily a blood relationship.

In granting time off, and for how long, the Trust will act in a culturally sensitive manner, taking into account:

The closeness of the association between the staff member and the person who has died;

Whether the staff member has to take significant responsibility for any or all arrangements;

The amount of time needed to discharge properly any responsibilities or obligations (for example: attending an unveiling at a later date may be an obligation);

Reasonable traveling time but for overseas travel that may not be the full period of travel.

These provisions are deliberately non-specific in order to allow for some flexibility in the circumstances.

Applications should be treated on a case by case basis.

If bereavement occurs while an employee is on paid leave such as annual leave, then such leave may be interrupted and bereavement leave granted.

g) Jury Service Leave

Where a staff member is required to attend jury service, the Trust will pay the staff member's normal working rates.

- a. Any payment from the Court made to the staff member shall be reimbursed to the Trust.
- b. The staff member shall return to work as soon as practicable on the days she or he is not required in Court.
- c. The maximum paid time allowable for jury service shall be one week per year.
- d. All jury service leave shall be approved in advance.
- e. If the staff member is informed by the Court that the jury service is likely to last for more than one week, the manager may decide not to approve the leave and will provide a letter to the Court explaining the reasons and requesting the staff member be excused from jury service.

h) Parental Leave

You are entitled to parental leave as provided for in the Parental Leave and Employment Protection Act.

4. Remuneration

See the Trust Organisational Policy Manual for the full Remuneration Policy

The Trust offers a base salary plus benefits and allowances which are set as appropriate to each position and aligned to public service rates as far as possible. Salaries are set within salary ranges which are based on experience, service, job complexity, levels of skill required, educational achievement, levels of responsibility and performance.

5. Supervision

See the Trust Organisational Policy Manual for the full Supervision Policy

The Trust encourages, supports and pays towards the cost of external professional supervision for all salaried staff.

6. Performance and Salary Reviews

See the Trust Organisational Policy Manual for the full Performance Management and Remuneration Policies.

- a) A performance plan is agreed with each staff member at the commencement of their employment, and a performance review/ staff development discussion is then held annually with each staff member. Salary increases related to performance may also be discussed at the review discussion.
- b) The Trust aims to provide an annual cost of living adjustment on 1 April of each year for all staff members, which is separate to any performance based increases. This increase is approved each year at a meeting of the Trust as part of the budgeting process.

7. Training, Development and Study Leave

- a) Relevant academic/tertiary study is encouraged and supported. Study leave of up to 40 hours per year for full time staff members, and pro rata for part time staff members, is available and the Trust pays half the course fees for relevant study. Courses need to be approved by the manager.
- b) Professional and personal development of skills and knowledge relevant to the individual's role is encouraged. Fees and paid time are available on an individual basis for approved training and development within the Trust's budget.
- c) Individuals are expected to give feedback on training and conferences to other staff members and/or Trustees as appropriate.

8. Employment Protection

- a) This clause fulfils the requirements of S69M of the Employment Relations Amendment Act 2004 and applies to situations where the staff member's role is to be substantially changed or disestablished irrespective of the reasons for the change.
 - b) The staff member will be advised of the potential for change to her or his role as soon as practicable and will be invited to discuss possible options before any firm recommendations are made to the Trust.
 - c) The staff member acknowledges that in being consulted at an early stage in the deliberations she or he is being trusted with confidential information that could be damaging to the organisation or unsettling to other people and therefore must seek approval before discussing it with other people.
 - d) The staff member will be invited to apply for any suitable vacancies with the Trust and, if they apply, will be given an interview.
 - e) If the staff member is offered a position and declines it, or is not offered a position with the Trust, the following provisions will apply:
The staff member may be offered a retraining programme to prepare for another position with the Trust;
The staff member will be allowed time off to attend interviews with prospective employers, recruitment agencies or Work and Income. The time off will be arranged in advance with the manager to ensure the staff member's responsibilities are covered; If the staff member requests, he or she will be provided with professional outplacement support.
 - f) If the staff member is not placed in another position with the Trust or the new employer they shall be given three month's notice or the Trust may make a payment in lieu of notice. If due to continuing work requirements, the parties do not agree to the earlier departure date the normal resignation notice requirements in the employee's employment contract agreement shall apply.
 - g) If the staff member has been given four weeks' notice and has been appointed to a position with another employer, the parties may agree to an earlier finishing date and the employee will be paid in lieu for the balance of the notice period.
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E. EMPLOYMENT-RELATED POLICIES

Confidential Information

You may not, either during your employment or after termination, use, disclose or distribute to anybody, except as is necessary in the conduct of your employment, or as required by law, any confidential information, messages, data or trade secrets that you have obtained in the course of your employment with the Trust. This includes, but is not limited to, information about the employer's activities.

Conflict of Interest

During your employment, you must not undertake any activity or have any interest (e.g. memberships, directorships, shares, or contract) with any person or in any organisation which may constitute a conflict of interest with the Trust. You must notify your manager immediately upon becoming aware of any potential or actual conflict of interest involving them during your employment.

Email and Internet

Email and internet are business tools to assist staff in their work. These tools are to be used responsibly and should not bring the employing organisation into disrepute. Access is not intended for personal use although limited personal use is permitted.

Improper use of email and internet may constitute serious misconduct and includes:

- Commercial business use
- Illegal or malicious purpose
- Objectionable or abusive language
- Creating, sending, viewing or downloading information which is objectionable in nature or in poor taste
- Creating or responding to chain letters
- Using another person's login access to send mail as though you were that person
- Activities which cause congestion or disruption to the network or systems such as playing games, sending bulk email, logging into internet broadcast services
- Downloading game software
- Copying licensed or protected software
- Downloading excessive amounts of material which incur undue cost

Use of electronic mail:

- Passwords should be kept confidential
- Emails should include specific subject headings and standard signature information
- Staff should be aware that the organisation's standards for correspondence apply both to email and to hard copy. Intemperate or hasty responses should be avoided. Commitments are equally binding in both mediums.
- Staff receiving abusive email, unsolicited pornographic or other offensive material should report this to the manager of the Trust

The manager of the Trust has access to and may monitor all internet traffic, web access and email messages through the server. The manager is responsible for the administration of the policy.

Equal Employment Opportunity

We hire, train and promote without discrimination.

Fraud

See the Trust Organisational Policy Manual for the full Fraud Policy

The Trust will not tolerate fraud and any fraud will be reported to the police and recovery proceedings will be initiated.

Harassment

Harassment, which is behaviour that is unwelcome and offensive to other employees or anybody else, will not be tolerated. Harassment includes sexual and racial harassment, workplace bullying and other offensive behaviour.

The Trust aims to provide any staff member or client who has a harassment concern access to a fair and confidential process assisted by understanding personnel. This does not exclude staff seeking advice or taking action through their union, the Human Rights Commission, a solicitor or the Police.

If you feel that you are being harassed or bullied, please bring it to the attention of your manager in the first instance. They will investigate the matter in full confidence and take whatever action is required.

Intellectual Property

We retain sole ownership of and full legal and moral rights to any original work, process, design or other material produced by employees in the course of their employment or with the aid of our facilities or equipment.

Media

The Trust believes that our sector and the organisations in it can benefit from building relationships with the media and getting our stories - especially the good work we do - into the media.

However, because the media can get things wrong or information can be used poorly, we need to take care that we cover ourselves by having the following policy:

1. All media releases are to be approved by the manager and communicated to the Board.
2. Media statements by the Chair or other board members will be made in consultation with the manager.
3. If media are to be present at a meeting facilitated by the Trust, the participants must be informed and where appropriate, the meeting must give consent.
4. Media must be asked to submit articles for approval prior to publication.

Privacy

See the Trust Organisational Policy Manual for the full Privacy Policy

Employees have access to significant information of a public and private nature, and any breach of this information or information pertaining to The Trust, or its clients, is viewed very seriously.

If permission has been given for you to have access to private information about individuals, you should store it securely and only for as long as it is necessary to hold that information. After such time the information should be destroyed or returned.

The Trust does not give other people or organisations access to its databases, (except for the purpose for which it was collected) unless certain that there are no private details included in the information.

The Chairperson of the Trust, manager, administration manager and, if necessary legal and employment advisors, may access your private information for the purposes of contractual matters, reviewing performance, paying and reviewing salaries, maintaining leave records and paying trustee expenses.

- You will be advised when your private information is being collected and held. You have the right to access this information
- Every effort will be made to ensure the information collected is accurate and stored securely
- Your private information will not be disclosed to anybody else without your express permission.

All privacy complaints or requests for information should be raised with the manager, who is the Privacy Officer for the Trust.

Property

Property owned by the Trust and kept in the possession of employees, including tools and equipment provided to employees to carry out their work, remain the property of the organisation and must be maintained in original working condition at all times.

Employees must obtain written approval from the manager before removing Trust material, tools or equipment from the premises.

All property must be returned to the Trust when requested by the manager or on the conclusion of the employee's employment with the Trust.

Unauthorised removal or possession of Trust property or the property of another employee is not permitted. This includes digital information.

Te Tiriti o Waitangi and its Application to the Trust

See the Trust Organisational Policy Manual for the full Tiriti o Waitangi Policy

The Trust has made a commitment to acknowledging Maori as tangata whenua in the region in which we work. This commitment reflects a desire to be guided by the promises made in Te Tiriti o Waitangi and to honour the principles of partnership, protection and participation expressed in Te Tiriti.

The Trust acknowledges our obligation as an employer to protect the rights and customs of its staff in its employment practices.

Vehicles and Travel Expenses

See the Trust Organisational Policy Manual for the full Vehicles Policy

It is the policy of the Trust to provide vehicles to those full time staff whose roles encompass the need to travel regularly to meet with groups, attend networks and other hui.

Staff using Trust vehicles are required to comply with all aspects of the Trust's Vehicle policy.

The Trust reimburses employees for actual and reasonable expenses directly connected to Trust business. All expense claims should be fully itemised and authorised by management prior to payment. All payments require verification of expenditure.

Mileage related to approved use of a private motor vehicle for the benefit of the Trust work can be claimed at a rate of XXX per kilometre, using the standard reimbursement form.

A maximum daily allowance of \$XX is provided for overnight trips. This is to cover meals, accommodation, and transport within the area. If the allowance is inadequate, then refer to the manager for discretionary payment.

F. HEALTH AND SAFETY

See the Trust Organisational Policy Manual for the full Health and Safety Policy and the Employee Assistance Policy

The Trust is firmly committed to providing a safe and healthy work environment for our employees, trustees, contractors and other visitors, and to providing the appropriate resources to achieve this.

All staff must comply with the requirements of the Health and Safety in Employment Act 1992 and with all the Trust health and safety instructions and policies. As an employee you are required:

- To ensure your own safety while at work
- Not to cause harm to any person, through action or inaction
- To know our health and safety rules and to follow these at all times. You may be required to undertake a review of their knowledge of the rules at any time
- To report any hazard, work-related accident, incident or illness to your manager without delay
- To report any safety concerns in the workplace or regarding any employee, to your manager.

During their induction process, and at other times as needed, staff will be made aware of any hazards in their work places, and the steps being taken to eliminate, isolate or minimise them.

No staff member is required to, can be compelled to, or should assist in, any work situation where there is potential for harm or a serious accident.

Accident Register

All accidents are to be recorded in the accident register, which is held by the Health & Safety Officer.

All accidents involving serious harm are to be notified in the prescribed manner to the Department of Occupational Safety and Health. In the event of a serious accident, the scene of the accident shall be kept in compliance with the requirements of the Health and Safety in Employment Act 1992 pending an investigation.

When you submit an ACC claim, you must give management a copy of the claim form. The Trust may dispute any ACC or civil claim against it if you have failed to comply with our OS&H rules.

Smoking

Under the Smoke Free Environments Act, all areas are totally smoke-free. All staff and visitors must comply with these regulations.

Stress, Fatigue and OOS

The Trust acknowledges that staff members may be affected by stress from time to time.

At such times, the staff member and manager need to discuss the situation and put in place a process to manage the situation, which may include leave or access to counseling.

Staff members are encouraged to talk with their manager about any issues which they consider stressful, and they will seek appropriate ways to support staff members.

It is the policy of the Trust to control the risk factors for Occupational Overuse Syndrome by eliminating the hazard if at all possible, or else by isolating or minimising the hazard.

We encourage staff to:

1. Plan work to ensure the risk of OOS is reduced. Strategies include job rotation, task variation and the establishment of even workloads and work flows; the provision of clear and appropriate job descriptions, and provision to meet sudden changes in workload
2. Attend training in the causes and prevention of OOS if they believe they are at risk
3. Take micropauses and regular breaks away from the keyboard
4. Report any discomfort or pain.

We will:

1. Provide equipment and furniture which helps prevent OOS
2. Facilitate an early return to work for any staff member who has been absent through an OOS injury.

The Trust is also committed to providing a workplace which is culturally safe for all those who work here.

The Trust has an Employee Assistance Programme in place to assist employees where health and other problems have affected their work performance.

G. GRIEVANCE PROCESS

See the Trust Organisational Policy Manual for the full Grievance Policy

Employment Relationship Problems and Personal Grievances

According to the Employment Relations Act 2000, employment relationship problems include any dispute or problem relating to or arising out of an employment relationship. These include: personal grievances, breach of an employment agreement; dispute over interpretation or application of an agreement; unfair bargaining; whether the person is an employee; arrears of wages; not being permitted to attend union meetings or to take trade union education leave; wrongful suspension of non striking employee.

A personal grievance includes: unjustified action causing disadvantage; unjustified dismissal; discrimination; sexual or racial harassment; duress in relation to union membership.

Raising a Problem or Grievance

If you have a problem with your employment relationship, you must tell your manager, the senior executive, or the Trust Chairperson about the matter and ask that it be resolved.

Where the matter is a personal grievance it must be raised with the manager, senior executive or the Trust Chairperson within 90 days from either the date the grievance occurred or when it first came to your notice, whichever is the later, unless there are exceptional circumstances as outlined by the Employment Relations Authority.

If you believe you have a personal grievance based on discrimination or sexual harassment you may be able to make a complaint under the Human Rights Act.

If the problem is about minimum entitlements under the law, you may ask a Labour Inspector to enforce your rights under minimum rights legislation, such as the Minimum Wage Act or the Holidays Act.

The employer shall discuss the grievance or dispute with you as soon as possible and try to resolve it.

If you and the Trust cannot resolve the matter either of us may apply to the Employment Relations Authority to resolve it. The Court may suggest that we try to mediate the problem.

If one of us is dissatisfied with the determination, we can refer the problem to the Employment Court for a full judicial hearing.

We can save time and help preserve our working relationship by solving our own problems as far as possible. Discuss the apparent problem with family or friends or advisers, and find out what the law is and/or what the employment agreement says. The Department of Labour Employment Information Service and the Mediation Service, your union, or another advocate, may also provide information and assistance to resolve the matter.

H. DISCIPLINARY CODE

See the Trust Organisational Policy Manual for the full Disciplinary Policy

It is the policy of the Trust that all employees should achieve and maintain agreed standards of conduct, attendance and performance and that everything within reason will be done to help all employees achieve these standards.

If these standards are not achieved and disciplinary action has to be taken, the Trust will always follow a fair and open disciplinary process. This will comprise a disciplinary meeting at which, should the employee's job be in jeopardy, the employee is entitled to be represented (by a union, friend or advocate).

The disciplinary process has as its main aim the improvement of an employee's conduct, attendance and performance. To ensure that this is the driving force, the first problem (if it is of a minor misconduct) will be dealt with informally and will not be seen as part of the disciplinary procedure, but merely an acknowledgement by the organisation to the employee that the standards are not being achieved. The employee will be informed that if the problem re-occurs that the disciplinary procedure, as set out in the Trust's disciplinary policy, will be invoked.

This informal discussion will only take place for very minor problems. Problems that are more serious will be treated immediately through the disciplinary process.

The purpose of a disciplinary meeting is to establish what happened, so that the Trust can make an informed decision on how to prevent the incident from occurring again. In other words, deciding whether to discipline, and how, is done after the disciplinary meeting.

Process

First, the Trust will investigate the incident thoroughly, and collect enough facts to allow the Trust to decide whether to call you to account or not. If there are enough facts to decide whether there are allegations to be answered, you will be advised that a disciplinary meeting is to follow.

Next, you will be given notice in writing:

- What the allegations are that the Trust wishes to discuss with you and get your explanation on (in enough detail to enable you to prepare properly)
- Of the time and date of the meeting
- That you may bring a representative, whether friend, co-worker, union representative, advocate or lawyer to the meeting
- Whether your job is at risk or whether other disciplinary action may follow.

Then the Trust will hold the disciplinary meeting and give you an opportunity to offer an explanation.

After the meeting the Trust will consider the evidence and decide whether your explanation is acceptable. If the Trust finds the explanation acceptable, you will be advised in writing as soon as possible.

If the explanation is unacceptable, the Trust will decide what disciplinary action is required to change your behaviour. You will be advised of the Trust's decision in writing as soon as possible.

In the case of serious misconduct, you will be liable to dismissal with or without notice.

In the case of misconduct, you will be given a warning, either verbal or written, depending on the seriousness of the misconduct. If you have had warnings before, or if it is considered necessary, you will be given a final warning.

Suspension

When investigating misconduct, the Trust may, after consulting with the employee, and after considering the employee's views, suspend the employee on full pay.

Validity

Warnings last for at least six months or up to twelve and are not limited to the same offence. A copy of each warning, including verbal ones, will be kept on your personnel file but will be destroyed on expiry of the disciplinary period, if the intervening service has been satisfactory.

Poor Performance

Poor performance or incompetence will be subject to the following procedure:

Before the First Meeting

Before to the first meeting, you will be advised in writing and in a reasonable amount of detail of the areas in which your performance is unsatisfactory.

You will be advised of the seriousness of the problem and whether your job is at risk.

You will also be advised of your right to have a representative present at any subsequent meeting.

At the First Meeting

The areas of poor performance will be explained and discussed. You will be given a reasonable opportunity to improve the unsatisfactory performance and you will be advised of the consequences if the required improvement is not made.

Where requested and where applicable, assistance in the form of additional training or supervision may be offered to help overcome the inadequacies in performance.

A further meeting is to be agreed within a reasonable period of the first meeting, usually four weeks.

The Second Meeting

At the second meeting, your performance over the intervening period will be considered and measured. Once this has been done, the employer may decide either to extend the period to allow you further opportunity to improve, or, where there has been insufficient or no improvement, decide whether to terminate your employment. If your employment is terminated, you will be given the reasons for termination and your final day of work and the period of notice, in writing.

Serious misconduct includes:

- Harassment, intimidation, assault or verbal abuse of another employee or other person at the workplace, on a Trust project or at Trust functions
- Racist behaviour or deliberate culturally insulting behaviour
- Disclosure of confidential information
- Failure to follow Trust safety rules and procedures
- Falsification of any the Trust document or record
- Possession of, or use of non-medication drugs at work
- Taking leave after it has been denied
- Unauthorised possession of Trust or another employee's property
- Unauthorised use of the Trust's equipment or vehicles
- Willful damage to Trust property
- Withholding information or offering false information in respect of an ACC claim
- Any other matters specified as serious misconduct in the house rules or policies.

Misconduct includes:

- Aggressive or argumentative behaviour
- Disruptive behaviour
- Insubordination or insolence
- Rudeness
- Leaving the workplace without permission
- Negligence
- Smoking in a non-smoking area
- Poor time keeping
- Refusal to see a doctor nominated by the employer
- Unauthorised absence without an acceptable reason
- Any other matters specified as misconduct in the house rules or policies.

I. TERMINATION OF EMPLOYMENT

This Agreement may be terminated at any time by either party giving not less than 4 week's written notice of termination to the other party. The Trust may choose to pay you in lieu of that notice period.

Where your work performance is considered unsatisfactory, or if you breach any of the terms of this agreement or neglect your duties, after warnings, the employer may terminate your employment by giving one month's written notice. Before taking such action the Trust will undertake a proper enquiry inviting your participation and allowing proper representation.

Where you provide a longer period of notice than required under this clause, the employer shall not be required to accept such longer notice period.

A variation to the period of notice may be agreed in writing between the parties.

On receiving or giving notice of termination the employer may at its sole discretion elect to pay to the employee salary in lieu of notice for all or any part of the notice period, provided that the payment shall not exceed one month.

You shall return any Trust property forthwith upon termination or resignation.

The employer shall deduct from any final pay (including holiday pay) owing at termination, for unreturned property and/or any other debt owed to the employer.

Abandonment of Employment

If the employee is absent from work for a period exceeding 3 consecutive working days without notification to the employer, the employee will be deemed to have abandoned and so terminated the employment if the employer has made reasonable enquiries to determine the reason for the employee's absence and no satisfactory explanation for the employee's absence has been established.

Approved: Trust Meetings

[dates]

NOTES

Valuing the Work of the Tangata Whenua, Community and Voluntary Sector

The Workplace Wellbeing Project is a sector-driven, sector-owned collaboration between:

- The New Zealand Council of Social Services
- The New Zealand Federation of Voluntary Welfare Organisations
- Community Waikato
- The Service and Food Workers Union Nga Ringa Tota

OUR MISSION is to promote and support good-faith based, productive employment relations in the tangata whenua, community and voluntary sector.

OUR VALUES

- By, for and of the sector
- A commitment to social justice
- Collaborative and respectful working partnerships
- Respecting the diversity of our sector

OUR STRATEGIC GOALS

- Increased visibility of employment relations issues in our sector
- Development of common advocacy strategies to promote better pay and conditions
- Stronger, more effective and sustainable working relationships, within, between and across sectors
- Provision of accessible, relevant and comprehensive information on employment issues
- Research and expansion into other areas of ongoing strategic interest

MANGOPARE KOWHAIWHAI DESIGN

Kowhaiwhai are traditionally installed on the interior ceilings of meeting houses and form the Heke (ribs) which come down from the apex or backbone to join with the Poupuu (carved wooden tipuna panels) along the walls. Used in many meeting houses across Aotearoa, this design celebrates the strength and power of a shark when faced with danger, both characteristics needed by a warrior in the heat of battle. The koru is also often associated with nurturing, so when interlocked with others, is frequently used to represent the strength of loving family relationships. The Mango Pare design was chosen for our resource in recognition of the strength, power and value of the nurturing work that sector organisations undertake every day in communities throughout New Zealand.



THE WORKPLACE WELLBEING PROJECT PARTNERS



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The information provided in this resource presents an outline of some legal requirements and is not intended as an interpretation of the law. Employment law and regulations can change. For updates go to www.ers.dol.govt.nz and www.legislation.govt.nz

For updates to this resource, more information about the Workplace Wellbeing Project, and more information about employment practices and policy in our sector, see our website: www.communitycentral.org.nz/workplace-wellbeing