

People Management

ISBN: 1-877356-67-0

"This toolkit is intended to provide practical and general guidance. It is not intended to provide comprehensive advice that can be applied in all scenarios. Nor should the toolkit be used as a substitute for professional or legal advice, where that is appropriate. SPARC cannot guarantee the absolute accuracy of the information contained in the toolkit, and therefore cannot and does not accept responsibility or liability to any person for any errors or omissions in that information."

Table of Contents

Foreword	2
Recruitment & Selection	4
Remuneration	13
Making an Offer of Employment.....	21
Induction.....	37
Health & Safety in Employment.....	43
Performance Review Process	51
Training & Development.....	59
Disciplinary Procedures, Mediation, the Employment Relations Authority & Termination of Employment.....	67
Flexible Work Arrangements.....	77
Exit Interviews	81
Appendices	
• Appendix 1: Avoiding discrimination.....	85
• Appendix 2: Job description template	88
• Appendix 3: Recruitment & interview guidelines	90
• Appendix 4: Remuneration & benefits guidelines	104
• Appendix 5: Making an offer of employment.....	107
• Appendix 6: Employee handbook template.....	146
• Appendix 7: Induction guidelines & checklist.....	164
• Appendix 8: Health & safety in the workplace.....	170
• Appendix 9: Performance review template.....	184
• Appendix 10: Training evaluation template	186
• Appendix 11: Disciplinary process & coaching to improve performance.....	187
• Appendix 12: Sample exit interview template.....	192
• Appendix 13: Flexible work arrangement templates	196
• Appendix 14: Glossary of terms.....	199

Foreword

*“He aha te mea nui o te ao. He tangata, he tangata, he tangata”
(What is the most important thing in the world?
Tis people, tis people, tis people.)*

Dame Whina Cooper

What is an organisation but its people?

In a challenging labour market, your organisation’s culture is its competitive advantage. A successful workplace culture is always underpinned by a sound people-management framework.

The sport and recreation sector is ever changing. Sport and recreation organisations are facing new social and economic challenges. The vital ingredient to meet these challenges is quality people.

The guidelines and templates in this People Management toolkit have been developed specifically to support leaders in the sport and recreation sector with their people management practices.

It has been a popular resource with local and national organisations since its launch in 2005 and I encourage you to make use of this latest edition in achieving your vision for your organisation.



Peter Miskimmin
Chief Executive
SPARC

“Motivate them, train them, care about them, and make winners out of them... they’ll treat the customers right. And if customers are treated right, they’ll come back.”

J. Marriott Jr



Recruitment
& Selection

Do not let
what you cannot do
interfere with
what you can do.

John Wooden

Recruitment & Selection

Effective recruitment is fundamental to attracting, recruiting and retaining high calibre employees.

Some of the benefits of effective recruitment are:

- quality information about candidates enables good decision-making;
- candidates recruited are a good fit with the organisation and the role;
- improved customer service as a result of quality hires;
- costs associated with employee turnover are reduced; and
- less investment in training is required if suitably qualified and experienced people are recruited.

The guidelines in this section and supporting appendices outline a best practice approach to recruitment, therefore it is advised they be read and understood prior to undertaking any recruitment.

Recruitment Process Guidelines

When recruiting, remember that your organisation's reputation and brand are at stake. Candidates will gain an initial impression of your organisation by the way in which you approach recruitment. Endeavour to ensure all candidates, successful or otherwise, have a positive and professional recruitment experience.

We're all heavily influenced by visual, verbal and non-verbal cues (physical presentation, eye contact, smiling and voice) when we meet other people. However, these cues are not necessarily good predictors of job performance. When recruiting, the aim is to limit bias and maintain a neutral approach in all candidate interactions.

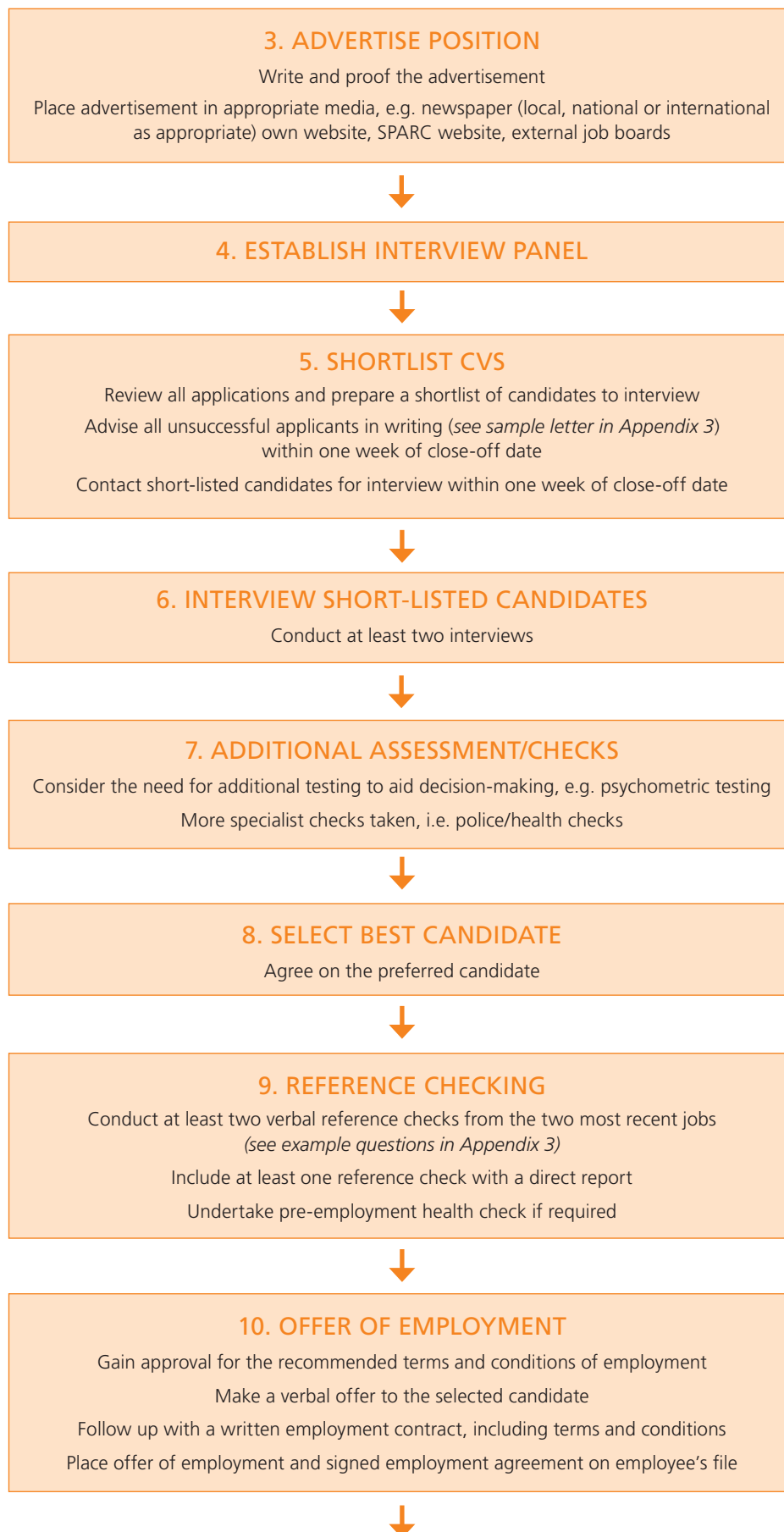
– *Appendix 1: details the main types of interviewer bias.*

At all stages of the recruitment process, it is important to adhere to the relevant legislative requirements, which include the Human Rights Act and the Privacy Act.

– *Appendix 1: contains guidelines on avoiding discrimination in the recruitment process and information on the requirements of the Privacy Act*

Where appropriate, recruitment and selection will follow the guidelines set out below:





11. NOTIFY UNSUCCESSFUL SHORT-LISTED APPLICANTS

Advise verbally in the first instance and follow up with a letter (see *sample letter in Appendix 3*)



12. FOLLOW UP

Store all candidate information securely, destroy after six months if you no longer have an employment or business-related reason for retaining the information

Return all information to applicants if requested

THE CLEAN SLATE SCHEME

When recruiting, it is important to be aware of the clean slate scheme, established by the Criminal Records (Clean Slate) Act 2004. Under the scheme, 'eligible individuals' who have a criminal record may lawfully state that they have never been convicted of a criminal offence (subject to some limited exceptions). Also, those individuals have the right to have their criminal record concealed by agencies such as the police. This means that, for example, a job applicant could inform a prospective employer that they have no criminal record, when in fact they do.

The scheme, however, does not permit an individual who has been convicted of serious offending not to disclose their criminal record. Rather, the scheme is aimed at individuals who have been convicted of more minor offences, and who have not re-offended subsequently.

Generally speaking, an 'eligible individual' is someone who:

- has not been convicted of a criminal offence for seven consecutive years from the date the individual was last sentenced or convicted for an offence ("a rehabilitation period");
- has never had a custodial sentence imposed on him or her;
- has never been committed under mental health legislation;
- has never been convicted of a 'specified offence' (a category of serious offences, such as rape, incest, and other sexual offences);
- has paid any fines, reparation or compensation imposed as a result of the individual's offending;
- has never been disqualified under land transport legislation from holding or obtaining a driver licence for repeat offences involving alcohol or drugs.

The Criminal Records (Clean Slate) Act makes it an offence to ask or require an individual to disregard the effect of the scheme when answering a question about their criminal record, or in responding to a request for disclosure of that record. An employer may still ask an applicant to disclose any criminal record they have but cannot ask the applicant to give up their right under the scheme not to disclose certain offending.

1. Vacancy Arises

When a position becomes vacant, update the job description to ensure it accurately defines the role before starting to recruit. A job description should:

- be concise and not ambiguous;
- accurately reflect the role and outline why it exists in the organisation;
- describe the job and not the person; and
- use facts and not opinion.

The job description must provide enough information to assist in preparing recruitment advertisements, interview questions and deciding on the right candidate for the role.

In addition to the job description, it is helpful to have identified the key requirements for the person. In other words, what type of person are you looking for, what sort of behaviours do they need to demonstrate in order to be successful in the role. For example, are you looking for

someone who is extroverted, or is the role more suited to someone with an introverted style?

It is also important to confirm budget availability and the remuneration range for the role, at the outset of the recruitment process. Having a clear idea of what you plan to pay for the role will help you tailor the advertisement to encourage suitably qualified candidates to apply.

– *Appendix 2 includes a job description template*

2. Decide Approach to Recruitment

You may wish to use a recruitment consultancy to assist with recruitment. Generally speaking, consultants work on a retained basis (you pay a fee at the outset and work with them exclusively) or a contingency basis (you pay a fee on successful recruitment). Deciding whether to use a consultant or recruit on your own will depend primarily on your available time and the recruitment budget. Recruiting on your own may be the most cost-effective option, but you will need to consider the time you have available to get the job done.

3. Advertise the Position

A recruitment advertisement will place your organisation's name and brand in the public domain so it must be a professional reflection. An advertisement needs to be written in such a way as to attract high calibre, qualified candidates to apply. In the current job market, good candidates have choices, and you want them to choose you.

– *Appendix 3 provides guidelines for writing an advertisement*

Deciding on which media to advertise in will depend on the role. It makes sense to advertise all available roles on your own website, and that of SPARC where appropriate. As a guide, local newspapers would be sufficient for most roles. Job boards or on-line job sites may also be appropriate and tend to be cost effective. More specialised positions may require placement in national or international publications.

Prior to release in any media, ensure the advertisement is proofed by someone else in the organisation that is familiar with the role.

Advertising positions internally is recommended as a part of the recruitment process, if it is the type of role for which internal applicants might have appropriate skills. If internal applicants do apply, ensure you extend them the same level of courtesy and professionalism you would an external applicant. This means communicating with them at every step of the recruitment process, interviewing them in a best practice manner and assessing their skills fairly against the requirements of the role.

4. Establish an Interview Panel

It is ideal to have more than one person interviewing candidates if possible. A panel would normally comprise those people who are most likely to work closely with the successful candidate, and have a vested interest in choosing the right person. Involving these people in the decision-making process should increase the likelihood of appointing a candidate who is a good fit for the role, the organisation and the people in it.

Where possible, a panel of two or three members would be ideal. Any more than this may be unnecessarily intimidating for candidates.

Panel interviews work best if each interviewer is aware of their role in the process. Set up a meeting prior to the interview, and agree the areas that each member of the panel will question. One interviewer may concentrate on technical skills and career aspirations and another may be responsible for assessing behavioural competencies and career history.

5. Shortlist CVs

Once all applications have been received, review each CV against the job requirements as outlined in the job description. All applications must be reviewed fairly and consistently.

You should always have a sound reason for rejecting an application; particularly as you may be called on to provide the reasons to unsuccessful candidates.

– *Appendix 3 contains more detailed information about screening applications*

Unsuccessful candidates must be advised in writing, **no later than one week** after the closing date specified in the advertisement, using the standard template provided in Appendix 3.

Short-listed applicants must also be notified **within one week** of the closing date. Call them directly to arrange the interview and interviews should, where possible, be scheduled within **10 working days** of the closing of applications.

6. Interview Short-Listed Candidates

Interviewing candidates is arguably the most difficult and important step in the recruitment process. The aim is to gather as much relevant information about each candidate to enable an informed decision about their ability to do the job and their fit with the organisation and its people. It's also an opportunity for the candidate to assess whether they would like to work with the organisation. Remember, only information relevant to the appointment process can be gathered in the interview.

A common style of interviewing is called Behavioural Event Interviewing (BEI). This approach is based on the view that the best predictor of future performance is past performance in similar circumstances. Interview questions asked in this style require candidates to demonstrate their experience and capability via behavioural examples of how they have behaved in the past. This enables the interviewer to gain a good appreciation of what motivates the individual and of the fit between the individual and the organisation.

When all short-listed candidates have been interviewed for the first time, decide who to invite back for a second interview. Second interviews may involve discussions about remuneration and benefits, a tour of the workplace, introduction to team members and further discussion about the job and the candidate's history.

NB: If there is a delay at any stage of the recruitment process (e.g. scheduling interviews) then it is wise to keep in contact with your candidates to keep them informed of the process and to maintain their interest in the role and the organisation.

– *Appendix 3 provides further guidelines and detailed information on conducting interviews*

7. Additional Assessment

You may wish to use candidate assessment tools such as ability testing (e.g. verbal and numerical reasoning) and/or personality testing (how a person likes to work and their behavioural style). These tests are usually used for more senior roles and preferred candidates. Testing can be useful as it provides additional information to help with the decision-making process. Research has shown that well constructed psychometric tests predict job performance better than almost any other single selection measure. Tests give objective information about a candidate and can lead to fairer recruitment decisions if used carefully.

The best approach is to use tests in addition to recruitment interviews to provide more information on which to base a decision. There are a wide range of tests available in the market place and can generally be divided into the following categories.

- Personality profiles – these tests are used to identify the key personality dimensions of a person, how they like to work and their behavioural style;
- Sales profiles – used to determine a person's sales orientation, relationship-building skills and drive;
- Aptitude and ability tests – include verbal and numerical reasoning, critical thinking and IQ tests, and will help you decide the extent to which a person may be able to carry out specific aspects of their role; and
- Motivation and values – these tests look at what motivates people, and their values. The results may help you decide whether a person is the right cultural fit for your organisation.

An important part of the testing process is choosing the right test and making sure it is pitched at the right level. To use an example, there is no point using a basic numeric reasoning test to determine the numeracy of a senior accountant.

If you wish to use psychometric tests as part of your recruitment process you should talk to a Human Resources Consultant, or an organisation that develops and administers psychometric tests. Some of the larger recruitment consultancies are also certified to administer psychometric tests and advise on the appropriate tests to use for each recruitment situation. Tests should be administered, and the results interpreted, by a skilled practitioner (for example, a registered psychologist or a certified organisation).

More specialised checks may be conducted (e.g. police checks, health screening, drug testing, credit checks). These checks may provide an added level of security, however they should only be done when the information sought is clearly relevant to the job requirements. For example, a police and/or credit check may be relevant when an employee is responsible for the company finances, or with candidates (volunteers and employees) whose role will require them to deal frequently with young children.

Consent must be gained prior to conducting these checks and any information gained should be shared with the candidate. Under the Privacy Act, the information should be destroyed unless it has direct relevance to ongoing employment, or you have another employment or business-related reason for retaining the information.

8. Selecting the Preferred Candidate

Gaining agreement on the preferred candidate, with an interview panel, can be difficult. Rather than relying on 'gut feel' about a candidate, use all of the factual information gained through the recruitment process (including interview notes, responses to structured interview questions, verbal references) to compare candidates and make a fair and informed decision. Your aim is to recruit the best person for the job.

9. Reference Checking

Verbal references are more useful than written references as you will gain more information from a verbal reference check as people may say things over the phone that they would not commit to in writing. It also gives you the chance to ask questions and clarify any issues you may have.

Gain written consent from the candidate before contacting a referee and contact these verbal referees prior to making your final decision. Wherever possible, you should take up verbal references with the candidate's two most recent employers. At least one of the referees should be a person that the candidate reported directly to.

Contact verbal referees prior to making your final decision. The information gained will aid your decision, particularly if you can't decide between two strong candidates.

Conduct **at least two verbal references** before making an offer of employment (or make the offer subject to two satisfactory verbal references). This way, if a reference check raises concerns about a candidate, you haven't committed to an offer.

– *Appendix 3 contains example questions to ask when taking up a verbal reference*

10. Offer of Employment

Gain approval for the terms and conditions of employment from the relevant person (e.g. the CEO). You will need to provide them with:

- the candidate's CV;
- a summary of why they are the best person for the role;
- proposed salary and benefits (e.g. car, mobile phone, medical insurance, car park, bonus package);
- reporting lines;
- proposed start date; and
- location.

Once the terms and conditions are signed off you can make a verbal offer, outlining the proposed remuneration and benefits package. This will ideally occur as soon as possible after the last interview, and definitely within five days of the last interview. Follow this up with a written offer of employment and outline all associated employment terms and conditions. You must keep a copy of the offer until it is rejected or accepted.

The candidate should be allowed the opportunity to seek legal advice on the offer, and should be given at least five working days to do so. If they sign the offer and send it back, set up an employee file and store it in a secure place. If they wish to negotiate, you must decide the extent to which this is appropriate.

If the candidate rejects the offer you may wish to make an offer to another candidate on your shortlist. This highlights the importance of treating all candidates well during the process.

11. Notifying Unsuccessful Candidates

Unsuccessful candidates should be contacted by phone and given feedback on their performance and why they were not successful. Contact should occur as soon as possible after the successful candidate has been appointed. Follow this up with a letter.

– *Appendix 3: Sample letter for unsuccessful candidates*

12. Follow Up

Under the Privacy Act all candidate information must be treated in confidence and stored securely. You should advise candidates if you intend to keep their information on file (e.g. in the event a suitable position arises in future). All information retained must be stored securely and as a general rule should be destroyed after six months, unless you have an employment or business-related reason for retaining the information.

Remuneration

Don't count
the days, make
the days count.

Muhammad Ali

Remuneration

Remuneration is a significant cost for any organisation so it's important we allocate our budget effectively. The way in which we structure our employees' remuneration package will depend on the nature of the role in our organisation, the deal we negotiate with an employee when we recruit them and our general remuneration policy.

This section introduces the basic concepts of remuneration and provides information on performance-based pay, salary surveys and salary review timing. It also deals with salary-setting and explains the process and procedure for conducting the annual remuneration review.

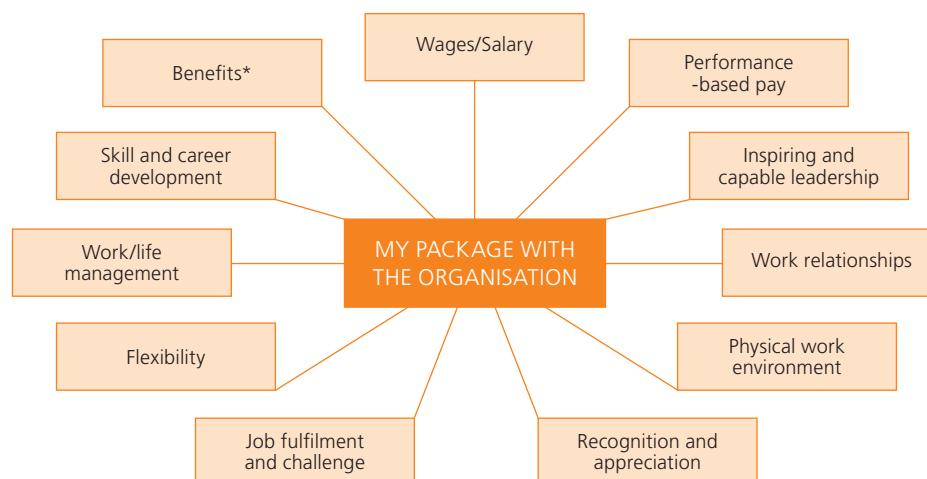
Remuneration Policy

A remuneration policy provides a clear overview of your organisation's approach to remuneration and should be communicated to all employees so they understand the process. This policy could be used as a guideline:

- Remuneration is market-linked to help us attract and retain talented individuals
- We aim to pay a fair market rate, taking into account each individual's skills, experience and performance on the job
- Remuneration is linked to performance
- The overall cost of remuneration will be linked to our organisation's ability to pay
- We aim to remain fair, open and consistent in all dealings with you in relation to pay and performance

Components of Remuneration

There are numerous components to a remuneration package and they include both financial and non-financial benefits which employees may receive. They include:



* *Benefits* can include medical insurance, superannuation, allowances, car park, gym membership, company car and mobile phone.

Wages or salary, benefits and performance-based pay are all part of the **total** remuneration strategy, not separate or independent.

Structuring Remuneration

For the *organisation*, the rewards and remuneration system should support the achievement of business and other objectives. For the *individual* employee, it should satisfy economic needs as well as needs for recognition, appreciation, job fulfilment and challenge, skills development and career progress.

In addition it should provide rewards for past performance and offer incentives for future performance. The remuneration system should be structured to reward results and behaviour that are consistent with the key goals of the organisation.

Generally speaking, an employee will be paid a **base salary** (or wages) which reflects their key skills and experience. Depending on the type of role, and your organisation's approach to remuneration and your remuneration policy, they may also receive **benefits** and/or have a portion of their salary paid on achievement of a certain level of performance, i.e. a **variable component**. For example, this diagram represents an employee who has a total remuneration (base plus variable plus benefits) of \$50,000.

Variable	\$4,500
Benefits	\$500
Base	\$45,000

Remuneration Review Timing

Remuneration is usually reviewed once a year. Therefore if your organisation has a financial year of 1 January – 31 December, then remuneration will be reviewed for all employees annually in January (refer to Performance Review section for timeline). The remuneration review process will take into account an employee's performance in their role, market rates for their role and the organisation's ability to pay. Reviews will not necessarily lead to an increase.

For example, if the annual performance review process commenced in January, then the remuneration budgeting and allocation process could follow these lines:

OCTOBER – DECEMBER

- Conduct strategic and business planning
- Determine overall budget for remuneration increases
- Determine remuneration components – i.e. is there a mix of base remuneration with bonus or variable
- Identify key talent, retention risks, etc.
- Develop retention strategies



JANUARY

- Conduct annual performance review
- Identify top performing employees



FEBRUARY

- Annual remuneration review
- Determine allocation of the remuneration budget
- Determine any bonuses or variable component to be paid and identify recipients
- Ensure top performers and key retention risks are adequately remunerated

Salary Surveys

Paying competitive salaries is critical to recruiting and retaining good people so it's important to remain up to date with market movements and salary trends. Salary surveys will provide you with this information as they report on pay and benefit movements in the market over the past 12 months, forecasted increases for the next 12 months and other remuneration and benefits trends.

Salary surveys are compiled by remuneration specialists and are either specific to an industry (e.g. the sporting sector) or relate to more generic roles (e.g. accounting, administration, CEOs etc). Industry-specific surveys will contain salary information gathered from organisations similar to yours (information is reported in a confidential and anonymous format) and so provide you with a direct way to compare your salaries with those paid in the market.

When using salary surveys it is important to ensure you are comparing like with like. For example, a CEO with responsibility for one employee may be remunerated differently to a CEO with responsibility for 20 employees; however both have the same title. Most reputable salary surveys contain brief job descriptions for each title to help you identify which roles to benchmark yours against.

- *SPARC holds up-to-date salary survey information for the sporting sector. Before conducting any salary-related activity please contact SPARC for access to this information*

Performance-based pay (variable pay)

Performance-based pay is subject to the performance of the individual employee in relation to their achievement of objectives or the performance of the team. It is not guaranteed and provides an incentive to the employee to achieve objectives **over and above** the routine tasks of the role. It is a way to recognise and reward superior performance and should aim for a win-win outcome where both the employer and the employee gain tangible benefits on the achievement of objectives. It can include commission payments, incentive payments or bonuses.

Performance-based pay:

- encourages employees to achieve organisational goals;
- is a way to drive employee performance and focus them on areas that are important to, and achieve the most value for, the organisation;
- provides a clear link between an employee's contribution (i.e. performance) and their pay;
- sends clear messages to employees about their performance (good and poor performers alike); and
- rewards good performers and enables them to earn more than 'average' or 'underperformers'.

Whilst it is not the only way to reward employees, remuneration can be a strong motivator and driver of performance. If you simply pay your employees on market movements or inflation-linked adjustments, there will be no link between their contribution (performance) and their pay. This approach may also result in good performers in your organisation receiving little reward for going the extra distance, and poor performers may be rewarded for their lack of effort.

Remuneration can be linked to individual job performance via the performance review process by communicating with the employee that they will be eligible for a performance-based payment on the achievement of their individual and/or organisational objectives. Emphasis could be on the team as well as individual rewards, and on having employees share financially in the organisation's success. For this to be effective you must ensure that the regular two to three month follow-ups are actioned so that the objectives remain appropriate and that you help the employee to overcome any major obstacles in achieving them.

As a guide, for managerial positions the performance pay component may be 15% to 20% of base salary. For junior roles, it may be 5% to 10% of base salary. You will need to decide what is appropriate for your organisation.

Non-financial rewards

Remember that cash is not the only way to reward and motivate your employees. A simple thank you or recognition of a job well done goes a long way too. Other rewards such as an unscheduled day's leave, a paid weekend away, a dinner or meal voucher, a book etc are alternative ways to show appreciation of good performance. The goodwill gained from such gestures can be considerable.

Salary-setting

HOW TO DECIDE AN EMPLOYEE'S STARTING SALARY

When negotiating an employee's starting salary you will need to consider a number of factors including:

- job description;
- salary range for the role;
- remuneration policy and/or guidelines;
- applicant's previous salary and expectations;
- applicant's skills, experience and expected contribution to the business;
- salary survey data;
- external market factors;
- internal market factors (internal relativities); and
- difficulty to fill the role.
 - *Appendix 4 outlines in more detail the steps to follow when deciding a starting salary*

HOW TO DECIDE REMUNERATION ON PROMOTION

When an employee is promoted, a decision needs to be made as to whether the move warrants a salary increase. The same principle applies as when deciding a salary for a new employee.

HOW TO DETERMINE SALARY LEVELS FOR EXISTING EMPLOYEES – I.E. THE REMUNERATION REVIEW PROCESS

The annual remuneration review process involves a review of each individual's **base salary** and any **variable pay**. This would include a review of market salary movements and a formal performance review to assess their performance over the preceding year. The process is as follows:

- determine your overall salary budget;
- conduct performance reviews against the objectives set at the beginning of the previous year;
- review the remuneration history of your employees to see what increases and bonuses they received last year;
- review available salary data to ascertain the external market value for the role;
- consider the internal market and salaries paid for comparable roles;
- decide how you will apportion your salary budget;
- decide on how you will apportion any budget for variable pay;
- agree on, and gain sign-off on increases with appropriate person/people;
- communicate increases (or otherwise) to employee(s); and
- ensure paperwork is completed and payroll advised of amount and effective date.
 - *Appendix 4 outlines in more detail the steps to follow when conducting a remuneration review*

It's also important to pitch each employee's salary at the right level. If you pay too little, you will have difficulty recruiting and retaining the right people. Paying too much may impact on levels of staff satisfaction and retention as well as organisational performance and profit.

KiwiSaver

KiwiSaver is a voluntary savings initiative that's designed to make it easier for New Zealanders to save for their future. People will be able to access their savings when eligible for NZ Super (currently 65) or after five years' membership of a KiwiSaver scheme or a complying superannuation fund, whichever is later.

The Government provides a \$1,000 kick-start, a member tax credit of up to \$1,042.86 a year, a regular fee subsidy and, if an employee qualifies, a first home deposit subsidy.

Timeframe	What happens
When the employee starts work	<p>Their employer will give them a KiwiSaver employee information pack (KS3) and provide their details to Inland Revenue (IRD).</p> <p>IRD will provisionally allocate to them:</p> <ul style="list-style-type: none"> • Their employer's chosen scheme, if they have one, or • A default KiwiSaver scheme
When they get their first pay	Employee contributions will start to be deducted from their pay at their chosen rate of 2%, 4% or 8% of their gross earnings (which includes almost all taxable income).
Within the first 8 weeks (day 1 to day 56)	They will need to decide whether to stay in KiwiSaver or opt out.
Within 3 months of their first contribution being deducted from their pay	<p>If they don't opt out:</p> <ul style="list-style-type: none"> • They have the option of choosing their own scheme • IRD will hold on to their contributions and pay interest on them

Current employees who are not already members of a KiwiSaver scheme, and who are not yet eligible for NZ Super, may choose to opt-in to KiwiSaver. Employees can do this in two ways:

- by contacting a KiwiSaver provider, and applying directly to that provider. After the provider has given the employee's details to IRD, IRD will advise the employer to start deducting contributions from the employee's gross earnings;
- by giving their employer a KiwiSaver deduction notice (such as the KS 2 IRD form). After an employer receives a KiwiSaver deduction notice, and provided that the employer is satisfied that the employee is eligible to join Kiwisaver, the employer will forward the employee's details to IRD (usually by completing a KS1 IRD form). The employer will also start deducting contributions from the employee's gross earnings.

EMPLOYER CONTRIBUTIONS

For KiwiSaver members, employers must make a compulsory contribution of 2% of an employee's gross earnings. Employer contributions are additional to the employee's own contributions, which are to be deducted from the employee's gross earnings.

The KiwiSaver Act 2006 requires employer contributions to be on top of the employee's gross salary or wages. However, the Act permits employers to take into account their compulsory KiwiSaver contributions when setting an employee's salary (i.e. adopt a 'total remuneration approach'), provided the agreement is made in good faith, and after 13 December 2007. The Act also requires that such an agreement "accounts for the amount of compulsory contributions the employer is required to pay".

If an employee believes that their conditions of employment have been affected to their disadvantage, they have the option of bringing a personal grievance. The implementation of a total remuneration approach that includes KiwiSaver can be complex and we recommend that employers take specialist advice before taking this type of approach.

– For further information on KiwiSaver refer to www.kiwisaver.govt.nz



Making an Offer
of Employment

Great things are
not done by impulse,
but by a series of small things
brought together.

Vincent Van Gogh

Making an Offer of Employment

Once you've decided on your preferred candidate for a role, the next step is to make them an offer. This section and associated appendices provides guidelines for making an offer of employment and employment laws and leave entitlements relating to the employment relationship. It also provides information on employment agreements and the terms and conditions of employment outlined in the employee handbook.

– *Appendix 6 includes an employee handbook template*

Employment Laws

There are a number of laws which govern how a job can be offered and the entitlements available to employees and it's important that you understand the basics of what is required by law when you are recruiting/employing someone. If at any point you are unsure of what you are legally required to do, you should seek help from a human resources person or an employment lawyer. In brief, the main laws surrounding employment relationships are:

- **The Employment Relations Act 2000 (ERA)** – this sets out most of the rules for forming an employment relationship through an employment agreement.
- **The Human Rights Act 1993** – which applies to job advertisements, application forms, interviews and job offers, and conduct during the employment relationship, and requires that, in general, jobs must be open to anyone whatever their colour, race, ethnic or national origins, disability, sex, marital or family status, age, religious or ethical belief, political opinion, employment status or sexual orientation.
- **Privacy Act 1993** – this recognises that an individual should have some control over their personal information and places strict obligations on employers for the collection, storage and use of personal information held by the organisation.
- **Holidays Act 2003** – this covers minimum entitlements relating to annual holidays, sick leave and bereavement leave.
- **Minimum Wage Act 1983** – which covers the minimum wage payable to new entrants and adults.
- **Wages Protection Act 1983** – this governs the way in which wages can be paid to employees and salary deductions made.
- **Equal Pay Act 1972** – this requires that an employer cannot differentiate in pay rates between employees if the only difference between them is their sex.
- **KiwiSaver Act 2006** – the purpose of this Act is to encourage a long-term savings habit and asset accumulation by individuals. It is a voluntary savings initiative that's designed to make it easier for New Zealanders to save for their future.
- **Parental Leave and Employment Protection Act 1987** – this outlines the eligibility criteria and entitlements for employees taking parental leave and the conditions associated with taking parental leave. It also outlines the taxpayer funded paid parental leave option.
- **The Fair Trading Act 1986** – which holds that an employer must not make misleading statements about the type of work, work conditions, rate of pay and promotion prospects.
- **The Immigration Act 1987** – if you employ someone who is not legally allowed to work in NZ you may commit an offence under the Immigration Act. Those who are able to work here are NZ or Australian citizens, and those with a NZ residence permit or an appropriate NZ work permit. Further information about the Immigration Act is available from the Immigration New Zealand website, www.immigration.govt.nz.

Principles of Good Faith

Good faith is one of the basic principles of the ERA and, simply put, means you and your employees must deal with each other openly and honestly. All workplaces are different and each workplace must develop an approach which best suits their needs, within the guidelines of the ERA. A good starting point is to ensure that:

- you and your employees are communicative and responsive with each other from the outset;
- the employee's employment agreement reflects genuine discussion and negotiation; and
- there are clear procedures for dealing with problems if they arise in the workplace.

Making an Offer of Employment



Setting up an employment agreement correctly at the outset can offset problems further down the track. Once a person has signed the terms and conditions and become an employee, it can be more difficult to make changes, or deal with problems if they arise!

Individual Employment Agreements – what to include

You and your employee are required to negotiate directly with each other to determine the employee's terms and conditions of employment. The resulting agreement is called an Individual Employment Agreement. Appendix 5 contains four sample employment agreements as a guideline namely: a permanent employment agreement, a fixed term agreement, a casual agreement and a sample contract for an independent contractor.

There are certain things which must legally be included in all employment agreements as governed by the ERA. These are highlighted in **bold** in the list that follows. The other points in the list are the kind of things you *may* wish to include in an employment agreement:

- **The full name of the employee and the employer – i.e. the parties to the agreement.**
- **A description of the work to be performed by the employee – i.e. a job description – to clarify what the employee is required to do.**
- **An indication of the location of the work.**
- **An indication of the hours of work.**
- **Payment of wages/salary – this must include the amount to be paid, the frequency of payment, how and when payment is made and any other relevant information including commission, overtime etc.**
- **Reporting lines – who the person reports to and / or an organisation chart.**
- **Probationary period or a trial period:**
 - A trial period may apply for up to 90 days from the commencement of the employee's employment. During the trial period, the employer may terminate the employee's employment on notice and the employee cannot bring a claim for unjustified dismissal. A trial period must be agreed in writing in the employment agreement and meet other specific requirements.
 - A probationary period is a period of time (usually 3 to 6 months) during which the employer can assess the employee's performance and 'fit' within the organisation. It is said that the threshold for dismissal required of employers during a probationary period is lower than it would be outside a probationary period, though this is difficult to apply in practice at the time. The main benefit is that they set an expectation at the start of the relationship. If a probationary period is agreed, this must be specified in writing in the relevant employment agreement.

It would be unusual – and probably confusing - to include both a trial period and probationary period. If you want to place an employee on trial/probation, you should choose one of the two options.

- **Remuneration strategy – how salaries are reviewed, bonus provisions, performance based pay, commission structures etc.**
- **Benefits – an outline of the benefits available to the employee.**
- **Holidays – covers annual, sick and bereavement leave entitlements and how to apply for leave.**
- **Public holidays – all employment agreements must outline the right to at least time and a half for any work they are required to do on a public holiday.**
- **Parental leave – an indication of the legal entitlements, and your organisation's policy, in relation to parental leave.**
- **Other leave – e.g. your organisation's policies relating to study leave, matrimonial leave, unpaid leave, long service leave, time off for jury service etc.**
- **Abandonment of employment – which specifies the point at which an employee is deemed to have abandoned their employment if they do not show for work for a period of time, without notifying you.**

- Restructuring and redundancy – an indication of what occurs in a redundancy situation. **What you must specify in your employment agreement is information that outlines what you as an employer will do to protect your employees' employment in the event the business is sold or transferred or if the employee's work is contracted out.** The agreement must also outline what you will do if the employees' employment doesn't transfer with their work to the 'new employer'. Please refer to the "Disciplinary Procedures and Termination of Employment" section of this toolkit for a fuller summary of the protections that apply to employees affected by a restructuring, and the obligations of employers in respect of those employees.
 - Disciplinary procedures – an outline of the procedures relating to disciplinary situations including poor performance, misconduct or serious misconduct.
 - Termination – the procedures to follow in the event that either the employee or employer wishes to terminate the employment relationship. This should include the required notice period and the requirements relating to working out the notice period.
 - **Resolution of employment problems – this outlines the course of action an employee can take to solve an employment relationship problem including the requirement that personal grievances be raised within 90 days of the circumstances leading to the grievance arising.** (See Appendix 5 – the individual employment agreement – for an example).
 - Confidential information – a clause (or signed agreement) relating to the importance of protection of confidential information the employee may be exposed to in his or her role.
 - Personal records and privacy – your procedures for protecting an employee's personal information and their right to access that information.
 - References – your organisation's policy on providing references to previous employees.
 - Policy – e.g. may include things like sexual and racial harassment policy, EEO policy, health and safety, smoking, other employment, email and internet policy, dress code, travel policy etc.
 - Declaration – a statement which the employee signs. This shows that they have read and understood their terms and conditions of employment as per the agreement, and agrees to them fully. This may also include a statement that shows an employee has been given the chance to seek independent advice on the offer. This declaration will be placed on the employee's personnel file.
- *Appendix 5 and SPARC's website (www.sparc.org.nz) includes templates for employment agreements*

Who is an employee?

An 'employee' is anyone who has agreed to be employed, under a contract of service, to work for some form of payment. This can include wages, salary, commission and piece rates and includes:

- people who've been offered and accepted a job (i.e. those who haven't yet started work but have accepted an offer);
- home workers (i.e. those who work for someone else in a private home);
- fixed-term and seasonal employees;
- casual and part-time employees; and
- probationary and trial employees.

FIXED-TERM AND SEASONAL EMPLOYEES

You can employ a person for a fixed term. However, you must have a genuine reason, based on reasonable grounds, for doing so. If you hire someone on a fixed-term basis you must set out clearly (in writing) the reasons for the fixed term in the employment agreement and arrangements for how the employment relationship will end.

Common reasons for hiring a person on a fixed-term agreement include providing cover for parental leave, or employing them for a certain period of time (e.g. to complete a project or to complete seasonal work).

You can't hire someone on a fixed-term agreement when the role you are recruiting for is really a permanent one (i.e. the reason for employing someone on a fixed-term agreement can't be because you don't want to employ them as a permanent employee, or because you want to see whether the person is suitable for permanent employment). And a fixed-term agreement can't be used to make it easier to get rid of someone without using normal disciplinary procedures!

CASUAL OR PART-TIME EMPLOYEES

Employment can be on a casual basis; that is you and your employee can agree that they will work as and when required,, but there is no obligation on you to offer work, and no obligation on the employee to accept work if and when it is offered. In other words, there is no continuous employment relationship; instead, each period of employment is a separate engagement. If you wish to engage an employee on a casual basis, it is important to make these matters, in particular, clear in the employment agreement.

- *A standard form casual employment agreement is included in Appendix 5 to this toolkit*

If you employ a person on a casual basis, and the employee agrees in their employment agreement, you may pay their annual holiday pay with their other pay. Annual holiday pay paid on this basis must be at least 8% of the employee's gross earnings, and must be paid as an identifiable component of the employee's pay.

It is important to be aware that if you employ a "casual employee" on a regular basis (e.g. you roster them on for three hours a day, three times a week), and expect them to be available for you when you require them to work, they may in fact be a permanent part-time employee, rather than a casual employee. That is because in such a situation, the employment relationship may be defined as continuous, rather than casual. Care is required in terminating any such relationship, because, unlike casual employees, part-time employees have a right to ongoing employment. Therefore, a termination of the relationship will amount to a dismissal, and the employment relationship may only be terminated in accordance with the normal procedures and rules governing termination (e.g. for redundancy or misconduct, following a fair process).

PROBATIONARY AND 90-DAY TRIAL PERIODS

When you hire someone you can agree to a probationary period or a statutory trial period. The two are similar, in that the aim of each is to assess an employee's skills and 'fit' in the role prior to appointing him or her on a permanent basis, but they have some important differences. It would be unusual – and probably confusing – to include both a trial period and probationary period. If you want to place an employee on trial/probation, you should choose one of the two options.

If you wish to use a "probationary period" (usually three to six months) to assess the employee, you must agree to that in writing in the employment agreement. It is said that the threshold for dismissal required of employers during a probationary period is lower than it would be outside a probationary period, though this lower threshold is difficult to judge and apply in practice at the time. The employee can still bring a claim for unjustified dismissal if he or she is dismissed during the probationary period, and the employer is still expected to manage any performance issues, provide training and guidance, and to treat the employee fairly and reasonably in any disciplinary or dismissal process while the employee is on probation. Their main benefit is that they set an expectation at the start of the relationship, for both parties.

The key difference between probationary periods and 'trial periods' is that, if a trial period is implemented correctly, the employee cannot challenge his or her dismissal if the employer gives notice of termination during the trial period.

A trial period can be up to 90 days. However, there are a number of conditions that must be met by the employer before an employee's employment may be lawfully terminated under a trial period clause. If these conditions are not met, the employee will be able to challenge his or her dismissal. Also, it is important to note that other employee protections including minimum rights of pay, the ability to claim for unlawful discrimination, unjustified disadvantage, or serious breaches of good faith remain. The employee therefore still has the right to be treated fairly and to bring a claim if he or she feels unfairly treated (as with probationary periods). However the employee cannot challenge the dismissal itself and so cannot claim for lost income or reinstatement if notice is given during the trial period.

Certain requirements must be met before an employer may lawfully terminate an employee's employment under a trial period clause. These requirements are as follows:

- A trial period may be used for **new employees only**, meaning employees who have not worked for you previously.
- A new employee is not automatically subject to a trial period. A trial period **must be agreed in writing**, that is, in the employee's employment agreement.
- If you want to employ a new employee on a trial period where a collective agreement is in place, you will need to agree this with the employee separately, in writing, even if a trial period is included in the collective agreement. You will also need to make sure that if you agree to a trial period, your agreement is not inconsistent with any of the terms of the collective employment agreement.
- The employment agreement containing the trial period must be signed by the employee **before** the employee commences work. It is also important to ensure that the employee does not accept an offer of employment (e.g. a verbal offer) that does not expressly include the trial period.
- If you decide to terminate an employee's employment under a trial period clause, notice of termination must be given within the trial period (which can be up to 90 days). However, the notice period itself can extend outside the trial period.
- Notice must be provided in accordance with the employee's employment agreement. The parties may agree that a shorter notice period will apply during the trial period (e.g. two weeks instead of four weeks), but that notice period must be recorded in the employment agreement (ideally in the trial period clause).
- A trial period is a one off – it cannot be rolled over or extended.
- The employer's overriding obligation to act fairly and reasonably in its dealings with the employee remains during a trial period. You can therefore be liable if you fail to tell an employee during the trial period that their performance is poor. It is also recommended that any decision to dismiss still be preceded by a fair process

Whether you wish to employ a new employee on a probationary period, a trial period, or neither, will depend on your organisation's culture and on the position itself. A 90-day trial period may be appropriate for a non-managerial position in a small organisation (e.g. call centre or front desk staff). In more senior positions, however, you may want to consider whether you would prefer to place emphasis on recruiting top quality candidates rather than requiring those candidates to undergo a trial period or probationary period.

– For further information on part-time, casual, fixed-term, probationary employees and terms and conditions of employment refer to www.ers.dol.govt.nz/relationships.

Who is not an employee?

Self-employed people or independent contractors work for others under contract to do particular jobs or services. Self-employed persons, independent contractors and unpaid volunteers are not employees.

It is important to be clear as to whether you are hiring someone as an employee or an independent contractor as the law treats the relationships differently. By way of example, many real estate agents will be engaged as independent contractors, and therefore are not eligible (unless their negotiated contract specifies otherwise) for the minimum wage. Therefore, if they have a bad year and only make \$15,000 commission, they cannot require the agency they work for to top up their wage to that of the minimum wage.

Or, if an independent contractor has their employment terminated, they are not able to pursue a personal grievance for unjustified dismissal. Similarly, they will not be eligible for any of the minimum employment rights outlined below, unless they have negotiated a contract which specifies otherwise.

In deciding whether a person is an independent contractor or an employee, the fact that the contract describes the relationship in that way is important. However, that will not be determinative. A person who is described in a contract as an independent contractor may still be found to be an employee, if, for example, that person is not in business on their own account. Whether that is so will depend on all the circumstances. Particular things to consider are whether the person is responsible for paying their own income tax, and is paid salary or wages instead of rendering invoices for work; whether that person's work is done in regular hours, subject to detailed direction by the employer; whether the person provides his or her own equipment; and whether the person is closely integrated into the employer's business, involved in day-to-day operations, and does not or is not entitled to work for any other business. If a person is found to be an employee, they will have all the rights that flow from that, including access to the personal grievance procedures.

Rest and meal breaks

Employees are entitled to paid rest breaks and unpaid meal breaks under the Employment Relations Act 2000. Specifically, employers must provide:

- One 10-minute rest break for employees who work four hours or less
- One 10-minute rest break and one 30-minute meal break for employees who work more than four hours but less than six hours
- Two 10-minute rest breaks and one 30-minute meal break for employees who work more than six hours but not more than eight hours.

Rest and meal breaks are to be provided as near as possible to the middle of the work period, unless the employee and employer agree otherwise.

[**Note:** With the introduction of the Rest Breaks and Meal Breaks Amendment Bill, it is likely that these requirements for breaks will be relaxed. Although paid rest breaks and unpaid meal breaks will remain an entitlement, the Bill proposes greater flexibility around the timing and the duration of a break to suit the particular operational environment or resources of the employer. Further, the Bill allows for compensation when a break cannot be taken and proposes to relax what constitutes a "break" (i.e. rather than an employer having to provide a complete break from work duties for a fixed duration, there will be some workplaces (e.g. sole attendant operations) where an employee can be interrupted during his or her break). The Amendment Bill is currently proceeding through to the Select Committee].

Leave Entitlements

These entitlements apply by law to all employees, regardless of whether they are included in your employment agreement or not. You can't agree to reduce or do away with any of these minimum rights but you can agree to be more generous. They are:

- annual holidays;
- sick leave;
- bereavement leave;
- public holidays; and
- parental leave.

When an employer enters into an employment agreement with an employee, the employer must inform the employee about their entitlements under the Holidays Act 2003. The employer must also advise the employee that they can obtain further information about their entitlements under the Holidays Act from their union (if they are a union member), or from the Department of Labour.

Annual Leave

After being employed by you continuously for one year, an employee is entitled to four weeks' paid annual leave. You must allow an employee to take annual leave within a year of the employee becoming entitled to the leave, but generally speaking exactly when the employee can go on leave is for you and the employee to agree upon. That said, you may require an employee to take annual leave, on 14 days' notice, where:

- you and the employee are unable to agree about when the employee will take their annual holidays; or
- your organisation customarily closes down for a period, such as over Christmas and New Year (in which case you can ask your employees to take their annual leave at that time)

You can't unreasonably refuse to let employees take their holidays, and they must be allowed to take at least two of their four weeks' holidays continuously, if they wish to. It's up to you, however, to decide whether to allow your employees to take their paid annual holidays in advance¹ (e.g. if they have used their entitlement up, or if they have not yet become entitled). If you allow this it's wise to get the employee to agree in writing that you can recover any money owing, from taking holidays in advance, from their final pay.

HOW HOLIDAY PAY IS PAID

There are different ways to allocate holiday pay depending on the situation as follows:

- employees are entitled to get their holiday pay before they go on holiday, or if they agree, you can pay them on their normal pay cycle;
- if an employee leaves the organisation before 12 months is up, they receive holiday pay which is calculated as 8% of their gross earnings; or
- if you employ someone for a period of less than 12 months on a fixed-term agreement, or on such an intermittent or casual basis that it is impractical for you to provide the employee with four weeks' annual holidays, you can agree with the employee in their employment agreement to provide holiday pay on a 'pay as you go' basis. Holiday pay paid in this form must be at least 8% of gross earnings, and must be paid as an identifiable component of the employee's pay.

CASHING UP ANNUAL HOLIDAYS

Employees can ask you to pay out up to one week of their annual holiday entitlement. Multiple requests can be made until a maximum of one week is paid out in each year. ("Week" means the employee's normal working week, so, if they work four days a week, they can ask to cash up no more than four days of annual holidays).

Requests can only be made for annual holidays that an employee becomes entitled to after 1 April 2011, e.g. an employee who became entitled to annual holidays in March 2011 cannot request to cash up any annual holidays until the next entitlement in March 2012.

If you want to help employees make requests, you can have a policy (see sample policy) and use a standard request document. You can also have a policy that you will not consider requests for all, or part, of your business (see sample policy). In the absence of such a policy, requests must be considered in good faith and within a reasonable time.

¹ Unless their employment agreement states they can take paid annual holidays in advance, in which case you must adhere to this requirement.

– *Sample policies are included in Appendix 5*

Employee requests, and your response, must be in writing. You can accept or decline requests, and you do not have to provide a reason unless you choose to. If you accept a request, the employee must be paid as soon as practicable, usually on the next pay day. The payment is calculated at the same rate as if the holidays were actually taken.

Employees cannot be pressured or required to make a request, and “cashing up” cannot be raised in wage or salary discussions, or be a condition of employment.

If annual holidays are paid out to an employee who did not make a proper request, their annual holiday entitlement remains and the employee can take these holidays (i.e. you can end up paying twice).

Sick Leave

Employees are entitled to five days’ paid sick leave a year after the first six months of employment and an additional five days’ paid sick leave after each subsequent year.

Sick leave may be taken only when:

- i The employee is sick or injured; or
- ii The employee’s spouse or partner is sick or injured
- iii A person who depends on the employee for care is sick or injured

You can agree to allow a deduction of sick leave in advance of an employee’s next entitlement if they have already used their entitlement or if they have not accrued any sick leave (i.e. in the first six months of employment).

Unused sick leave is automatically carried over and can accumulate to a maximum of 20 days’ leave. Any accumulated sick leave is forfeited on resignation or termination.

If one of your employees is sick or injured for three or more consecutive calendar days, you may ask them to give proof (e.g. medical certificate) of their illness/injury at their cost. If the employee fails to provide proof without a reasonable excuse, you may refuse to pay them for the leave taken. You can also ask for a medical certificate earlier than three days. In this circumstance you must tell the employee as soon as possible and pay any reasonable expenses the employee incurs in getting the medical certificate or other proof.

Bereavement Leave

After six months of continuous employment, an employee is entitled to three days’ paid bereavement leave on the death of the employee’s spouse or partner, parent, child, sibling, grandparent, grandchild or the spouse’s or partner’s parent). Employees have flexibility in how they can use this leave. They don’t have to use bereavement leave immediately, nor on consecutive days, or even use it at all.

An employee may also be entitled to one day’s bereavement leave on the death of any other person, if you accept that the employee has suffered a bereavement as a result of the death. In deciding whether or not a bereavement has been suffered, you need to take into account all relevant factors including:

- the closeness of the association between the employee and the deceased person:
- whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death:
- any cultural responsibilities of the employee in relation to the death.

[It would be advisable to refer specifically to the factors set out in section 69(3) of the Holidays Act 2003, which an employer must have regard to in making such a decision].

Public Holidays

There are 11 public holidays and they are:

- Christmas and New Year: Christmas Day (25 December), Boxing Day (26 December), New Year's Day and the day after (1 and 2 January)
- All other holidays: Waitangi Day (6 February), Good Friday and Easter Monday (dates vary), ANZAC Day (25 April), Queen's Birthday (first Monday in June), Labour Day (fourth Monday in October) and Provincial Anniversary Day (date determined locally).

You can't change the minimum number of public holidays to which an employee is entitled.

If an employee works on a public holiday they are entitled to at least time and a half for the hours worked on the public holiday. If the public holiday the employee works on falls on a day that the employee would otherwise have worked even if it was not a public holiday, they are also entitled to an alternative holiday (a day off on pay at another time) regardless of how many hours they worked on the public holiday.

An employer can only require an employee to work on a public holiday if there is such a requirement in the employee's employment agreement, and the public holiday falls on a day that is otherwise a working day. In all other circumstances, the employer would require the employee's agreement that the employee will work on a public holiday.

Employees only get paid for public holidays which fall on a day that they would normally work. So, if a public holiday falls on a Monday and the employee normally works on a Monday – they get paid for that day as if it were a normal working day. However, if they don't normally work on a Monday they won't get paid for public holidays that fall on a Monday (e.g. Labour Day, Easter Monday).

You can agree with an employee to transfer the observance of public holidays to other working days.

Any agreement must be in writing and should clearly identify the public holiday and the day that it is being transferred to. Both days must otherwise be working days for the employee and the day the public holiday is transferred to cannot be another public holiday. The day that had been a public holiday prior to the transfer is treated as a normal working day for that employee. The day the public holiday is transferred to is treated as if it were a public holiday and the employee is entitled to a paid day off on that day. If the employee is required to work that day (which is unlikely) they must be paid time and a half and given an alternative holiday.

You can have a policy that you will not transfer public holidays (see sample policy). In the absence of such a policy, all requests to transfer public holidays should be considered in good faith and within a reasonable timeframe (see sample policy).

– *Sample policies are included in Appendix 5*

Parental Leave

Parental leave is the right to take time off to look after, or make arrangements for, a child's welfare at the time of birth or adoption of a child. The Parental Leave and Employment Protection Act 1987 provides for unpaid and paid leave from work for birth mothers, their partner/spouses and adoptive parents on either the birth of a child, or the adoption of a child under six. Employees can take up to 52 weeks of leave, 14 weeks of which may be paid by a taxpayer funded scheme if the employee meets the eligibility criteria.

There are different entitlements for parental leave depending on whether an employee has worked for the organisation for an average of at least 10 hours per week (including ten hours every week or 40 hours every month) for either:

- the immediately preceding six months; or
- the immediately preceding 12 months before the expected due date or adoption of a child.

There are four types of unpaid **parental leave**:

1. SPECIAL LEAVE

When an employee is pregnant they are entitled to up to 10 days' unpaid special leave during pregnancy. This is for pregnancy-related reasons, such as ante-natal classes or appointments with their doctor or midwife.

2. MATERNITY LEAVE

Unpaid Maternity leave of up to 14 continuous weeks is available which may start up to six weeks before the expected date of birth or adoption.

3. PATERNITY LEAVE

- Up to two weeks' unpaid leave for the primary caregiver's partner/spouse on the birth or adoption of the child, if that partner/spouse meets the hours test for the previous 12 months of service; or
- Up to one week unpaid leave for the primary caregiver's partner/spouse on the birth or adoption of a child if that partner meets the hours test for the previous six months of service.

4. EXTENDED LEAVE

Extended leave of up to 52 weeks is available for employees with 12 months' eligible service. It can be up to 52 continuous weeks, less any maternity leave taken, and is available in the 12 months after birth, or date the employee assumes the care of a child they intend to adopt.

Extended leave may be shared by both eligible parents, but the total leave taken must not be more than 52 weeks (including maternity leave and paid parental leave). However, the one or two week's partner's/paternity leave entitlement is additional to this 52 week period.

Both spouses/partners can take their leave at the same time or they can take it one after the other. Extended leave can start any time after the end of your maternity or partner's paternity leave. Each kind of leave must be taken in one continuous period.

Parental leave can be taken multiple times, as long as six months elapse between each period of parental leave. An employee must also meet the eligibility requirements each time.

PAID PARENTAL LEAVE SCHEME

If an employee is eligible for parental leave, they may also be entitled to a taxpayer-funded payment for up to 14 weeks of the parental leave they take. The payment can be taken by one parent, or shared between two eligible partners. The payment for parental leave replaces an employee's wages or salary up to a maximum amount. For current rates please refer to the parental leave section of the government website www.ers.dol.govt.nz. Just like wages or salary, the payment is taxed.

Except where an employee is proposing to adopt a child, an employee must give written notice of their wish to take parental leave at least three months before their baby is due, stating the proposed date on which the employee wishes to commence leave, and the duration of the leave. A doctor's or midwife's certificate certifying pregnancy and the expected date of delivery is also required.

Where an employee is proposing to adopt a child, the employee must give written notice to their employer of their wish to take parental leave within:

- 14 days after the date on which the employee receives notice that a child will be placed with the employee within the next three months with a view to adoption, where the placing of the child in the employee's home has been formally approved by a social worker. The employee's written notice to the employer must be accompanied by a letter from a social worker stating that the employee is or will be keeping a child in the employee's home with a view to adoption; or
- 14 days after an interim Court order has been made, allowing the employee to keep a child in their home for the purpose of adoption. The employee's written notice to the employer must be accompanied by a certified copy of the Court order; or
- 14 days after the date on which the employee has made a statutory declaration that they have assumed the care of a child with a view to adoption, where the child is already lawfully in the employee's home (for example in accordance with an order made under the Children, Young Persons, and Their Families Act 1989 or under the Care of Children Act 2004). The employee's written notice to the employer must be accompanied by a copy of the employee's statutory declaration.

The employee's written notice should also state the proposed date on which the employee wishes to commence leave, and the duration of the leave.

Please refer to the website www.ers.dol.govt.nz/forms/index.html for sample letters to assist with the application for parental leave.

Once leave has been approved, then you and your employee jointly need to complete the application form for Paid Parental Leave (IRD880) which can be found on www.ers.dol.govt.nz/forms/index.html and send this to IRD. This payment will then be paid direct into the employee's bank account each fortnight by the IRD (not by you the employer).

Once the parental leave period has started (and within 21 days after the employee starts taking their leave) you will need to write to the employee to confirm the arrangements made. This letter must include the date they are due to return to work and remind them to write to you 21 days before returning to work. Employees are required to give 21 days' notice of their intention either to return or not return to work or if they wish to return to work earlier than previously advised.

Infant Feeding

Employers must ensure that appropriate facilities and breaks are provided for employees who wish to breastfeed at work. The provision of facilities and breaks should be reasonable and practicable in the circumstances. In determining what is reasonable and practicable, employers can take into account their operational environment and resources (for example, large and well resourced employers might need to provide a private room, whereas smaller employers will have lesser requirements).

Minimum Wage Requirements

As an employer you can agree to any rate of pay with an employee as long as it is equal to or better than the statutory minimum wage. You cannot, however, pay men and women different pay rates for doing the same or substantially similar work if the only difference is their sex (Equal Pay Act 1972).

There is no longer a minimum wage for youth. Instead there is a minimum wage for "new entrants" and 'trainees'. A new entrant is an employee who is 16 or 17 years of age; hasn't completed three months or 200 hours of employment (whichever is the shortest); isn't supervising or training other employees; and isn't a 'trainee'. A trainee is an employee who is 16 years of age or older, and is required by their contract of service (i.e. employment agreement) to undertake at least 60 credits a year of an industry training programme in order to become qualified for the occupation to which the contract of service relates. There is no statutory minimum wage for employees who are under 16 years old.

By law, employers must pay at least the minimum wage – even if an employee is paid by commission or by piece rate. The minimum wage applies to all workers aged 16 years or older, including home workers, casuals, temporary and part-time workers (the exceptions are new entrants and trainees, who are entitled to a lower minimum wage).

- For current minimum wage rates refer to the Department of Labour website www.ers.dol.govt.nz/pay/minimum.html

Employee Records

The Holidays Act 2003 requires every employer to maintain a holiday and leave record, and the Employment Relations Act 2000 requires every employer to keep a wages and time record, for each employee. The information entered into these records must be kept for six years, and can be kept together in a single document. Employees and their representatives have the right to see these.

When making an offer of employment, it is also important to remember that you are legally required to maintain a copy of that offer of employment, together with a copy of the employee's signed employment agreement, on the employee's file.

If you want to vary an employee's employment agreement, for example by changing the employee's salary or hours of work, that may be done by way of a letter to the employee that the employee signs and returns (maintaining a copy of the variation themselves). A new employment agreement is seldom needed, unless the changes are extensive.

- Appendix 5 lists the information required for leave, wages and times records

Deductions from salary or wages

You may make deductions from an employee's pay, if:

- the employee has given their written consent (through their employment agreement or otherwise);
- the employment agreement requires a deduction (e.g. deduction of union fees);
- a Court directs a deduction be made; or
- a deduction is required by law (e.g. IRD, KiwiSaver, tax payment, child support etc).

Also, subject to the requirements set out below, you may make deductions from an employee's pay to recover salary or wages you paid them for a period when they were not working, because they were:

- absent from work without your authority;
- on strike or locked out (as those terms are defined in the Employment Relations Act 2000);
- suspended, and you were not required to pay the employee for that period (e.g. because the employee had no contractual right to pay while being suspended).

In these circumstances, you may deduct the amount you paid the employee ('the overpayment') from any subsequent salary or wages you pay the employee, provided that:

- it was not reasonably practicable for you to avoid making the overpayment because of the methods or equipment that you normally use to pay salary or wages (e.g. you did not have enough time to alter the computer programme you use for making payments of wages and salary to avoid the overpayment being made); and
- you give the employee notice of your intention to make the deduction before doing so, and the amount you intend to deduct; and
- other than in very limited circumstances, you give that notice by no later than the employee's next pay day after the overpayment has been made; and
- you make the deduction not later than two months after giving notice.

You may not make deductions in any other circumstances. If an employee owes you money, and you are not entitled to make a deduction, you either have to get the employee's consent, or recover the debt through normal debt collection processes.

Induction

You have to
expect things
of yourself
before you can do them.

Michael Jordan

Induction

A new employee's effectiveness and productivity, once they start work, will be affected by the way in which you introduce them to your organisation. People need reassurance that they have made the right choice about your organisation, and an interesting and meaningful induction can provide this.

Joining an organisation can be stressful. During the settling-in period an employee is unlikely to be fully productive or effective, and some may even leave the organisation if feelings of unease are strong enough. A good induction programme can be critical to the retention of staff, so it is worth investing time and effort in getting it right.

It is not only new employees who will benefit from an induction programme. A person who is transferred or promoted within the organisation may also need induction training to bring them up to speed on areas such as the department they have joined, their new role and new team members.

This section provides an overview of induction and the appendices contain guidelines and a checklist to help you to set up an induction programme or tailor an existing programme.

Objectives of Induction

The objective of induction is to ensure that new employees, or existing employees appointed to new positions, quickly become familiar with their new roles and workplace and are accepted as effective members of a work team.

Removal of the 'unknowns' is a key objective of induction and the induction process is a vital early part of an employee's training. It aims to:

- welcome new people;
- introduce them to the culture of the organisation;
- reassure them that they've made the right decision;
- ensure they start their new job feeling motivated;
- enable them to contribute effectively as soon as possible;
- help them integrate into the work environment; and
- introduce them to their role.

THE BENEFITS

An effective induction programme which is friendly and supportive will:

- **reduce anxiety** and therefore speed up a new employee's learning;
- **develop realistic expectations and reduce uncertainty** which enables new employees to become productive and contributing members;
- ensure that new employees are **highly motivated** by making them feel welcome and important;
- ensure employees work in a **safe environment**;
- help **reduce poor performance**, absenteeism and staff turnover (by helping an employee fit into the organisation and meet the needs of the job); and
- **save time and money** associated with repeated recruitment, training and lost productivity.

Induction Programme

Induction is not a 'one size fits all' process. Each employee will have different needs depending on factors such as their role, level in the organisation and previous experience. For example, a new graduate will have different needs from a senior manager.

It is important to prepare in advance for the arrival of a new employee. Making people feel welcome is an essential first aim of the induction of new employees. To ensure a positive impression, that welcome should start as soon as someone accepts a job, with the new recruit being sent general information about the organisation and the job.

Don't use the same induction template for each new person. Consider in advance what will be relevant to them and tailor their programme accordingly. You will need to decide what is relevant for you to include for your organisation. There is no point allocating half a day for photocopier familiarisation for someone who will rarely need to use it!

- *Appendix 7 includes guidelines and a checklist on the kind of information which tends to be covered in an induction programme*

Delivery of Information

It is useful to pace the induction activities so the new employee is not overloaded with information and overwhelmed in the first few days. Most people start a new job concerned with two key issues: whether they can do the job and whether people will like them. These concerns, combined with the stress of starting a new job, will make it hard for new employees to retain much information in the early days.

Spend the first few days familiarising the new employee with their surroundings (introduce them to colleagues, do the office tour, set up their office space etc) then they will be able to absorb the more technical (job-related) and procedural information. By the end of their first month you should aim to have given them most of the necessary information required to do their job effectively.

- *Appendix 7 includes a guideline on the type of information an employee should have received by the end of their first day, first week and first month*

Induction Pack

As the hiring manager you should also prepare an induction pack for the new employee. This will contain all the information they need for their induction, and a timetable of planned induction events.

- *Appendix 7 contains a checklist on the type of information you can include in the pack*

Follow up and Feedback

In the interests of continuous improvement, it is worth gaining feedback on your induction programme once a new employee has finished the programme. Appendix 7 contains a template for gaining this feedback. Use the feedback to make appropriate changes to your programme for future use. The feedback form should be included in the induction pack so the employee knows the kind of information they will be asked to comment at the end of the programme.

Having an informal meeting with the employee after they have been in the organisation for three months is also recommended. This meeting is a follow-up to the induction and is an opportunity to:

- ask how the employee is settling in;
- discuss any issues or concerns they have; and
- find out their views on how useful the induction was (they will be in a better position to comment objectively on the induction once they have actually settled into their role and team).
 - *Appendix 7 has sample questions to ask at the three monthly induction review meeting*

Health & Safety in Employment

One of the true tests
of leadership
is the ability to recognise a problem
before it becomes an emergency.

Arnold H. Glasow

Health & Safety in Employment

The Health and Safety in Employment Act 1992 requires employers and employees to work together and take an active role in ensuring the workplace is a safe and healthy environment. The Act applies to all NZ workplaces and is administered and enforced by Occupational Safety and Health (OSH).

The Act does not tell people how to make the workplace safe, rather it requires them to take all practicable steps to make work safe. It recognises that those involved in the work (employers and employees) are in the ideal position to decide on the best way to make their workplace safe. The Act aims:

- to promote excellence in health and safety management by employers;
- to impose specific duties on employers and others to prevent harm to employees;
- to provide for the making of regulations and the approval of codes of practice relating to hazards.

The guidelines and appendices in this section will help you to understand your duties and responsibilities, and those of your employees, in relation to health and safety. They will also help you to set up new, or review your existing, health and safety policy and procedures.

- *The SPARC website www.sparc.org.nz provides a detailed Health and Safety policies manual to refer to for further information*

Employer's Responsibilities

As an employer it is primarily your responsibility to ensure that work is carried out in a safe and healthy manner.

To achieve this you are required to:

1. Identify hazards
2. Manage hazards
3. Provide information
4. Provide suitable protective clothing and equipment
5. Provide training and supervision
6. Monitor employee exposure to any significant hazard, and their health in relation to that hazard, where elimination or isolation of the hazard is not possible (section 10 HSE Act)
7. Provide opportunities for employees to contribute to health and safety.

1. IDENTIFY HAZARDS

You must have an effective system in place for identifying existing and new hazards. You can do this by:

- physical inspection of the workplace, equipment and work practices;
- analysis of 'near miss accidents' to determine the cause and prevent accidents of this nature in future; and
- analysis of tasks and how they are carried out in the workplace.

2. MANAGE HAZARDS

Once hazards are identified you must **eliminate**, **isolate** or **minimise** them as follows:

- to **eliminate** a hazard you would change the situation so that the hazard no longer exists (e.g. fix an uneven floor);
- if this is not possible, you should attempt to **isolate** the hazard by putting in place a process or mechanism that keeps employees away from the hazard (e.g. wash floor outside work hours to prevent a slipping hazard) and;
- if this is not possible, then you must **minimise** the hazard by doing all you can to protect employees from harm (e.g. put signage up to warn of tripping / falling hazards on stairs).

Once you have identified the hazards, and developed action plans to deal with them, draw up a **hazard register** to let employees know of the potential areas of harm in the workplace. This list must be kept up-to-date and made available to existing employees. It should also be included in new employees' induction packs.

– *Appendix 8 includes examples of hazard registers*

3. PROVIDE INFORMATION

You must provide your employees with information about:

- hazards in the workplace (see example of hazard register in Appendix 8);
- hazards that may arise from work they are doing;
- the steps taken to minimise the likelihood of harm occurring from these hazards;
- where to find safety clothing and equipment; and
- how to deal with any emergencies that arise.

An effective way to convey this information to employees is to set up a health and safety booklet for all employees. This booklet should also be given to new employees as part of their induction programme. You will need to decide what information to include in your booklet, and the way in which the information should be delivered to meet the needs of your workplace and employees. Make sure you use appropriate language for your employees, so that the information is easy for everyone to understand. You will need to tailor this information to the specific procedures and processes you follow for health and safety.

– *Appendix 8 and the SPARC website contain an example of a health and safety booklet which gives a good overview of the type of information you should cover*

4. PROVIDE SUITABLE PROTECTIVE CLOTHING AND EQUIPMENT

If the role requires it you must provide suitable clothing and equipment and instructions on how to use them properly. It is not acceptable to give your employees money in lieu of clothing or equipment, or require them to provide their own (unless the employee volunteers to use his or her own equipment and you are satisfied it is suitable).

5. PROVIDE TRAINING OR SUPERVISION

You are legally required to take all practicable steps to ensure that employees have adequate knowledge, experience, supervision and training to do their work safely.

6. MONITOR EMPLOYEE HEALTH

Where there is a significant hazard in the workplace, and elimination or isolation of the hazard is not possible, you must (amongst other obligations) monitor the exposure of employees to any significant hazard, and their health in relation to that hazard. You need to take all practicable steps to obtain the employees' informed consent to carry out this monitoring.

It is also important to remember that we tend to think of hazards as things that cause physical harm. However stress and fatigue have the potential to cause harm also. You should, therefore, be aware of your employees' health in terms of both physical **and** mental wellbeing. (Workplace stress is dealt with in more detail later in this section).

7. PROVIDE REASONABLE OPPORTUNITIES FOR EMPLOYEES TO CONTRIBUTE TO HEALTH AND SAFETY

You and your employees who wish to be involved (and union representatives if appropriate) are required to work together to develop, implement and maintain an **employee participation system**. This is simply a system that gives employees a reasonable opportunity to have input into health and safety in the workplace.

You are required to develop an employee participation system if:

- your organisation has more than 30 employees; or
- you employ fewer than 30 employees and one of the employees or a union representing them asks for an employee participation system.

If you already involve your employees in your health and safety processes, and all parties agree to maintain the status quo, you don't need to set up a new employee participation system. You will however need to set up a process by which your system can be reviewed.

Your employee participation system should reflect the needs of your organisation. Examples of the things you might like to include are:

- the election of employees to act as health and safety representatives, either acting as individuals or as part of a health and safety committee (please see below for more information on health and safety representatives);
- the employees' role in hazard identification;
- setting up a process for ensuring regular cooperation between you and your employees on health and safety matters; and
- deciding on how many days of paid leave will be allocated to each representative for health and safety training.

Employee Responsibilities

The Act gives primary responsibility to you as the employer to make the workplace safe. However, it recognises that employees also have responsibility for their own safety and that of others in the workplace. As part of your health and safety programme you should remind your employees of their responsibilities which may include the following:

- to use protective clothing and equipment;
- not to undertake work that is unsafe;
- to contribute to hazard identification and management;
- to understand and follow health and safety practices; and
- to report accidents, injuries and illnesses.

Health and Safety Representatives

Your elected representatives can either work individually to promote health and safety in the workplace or as part of a health and safety committee. Either way their objectives will be the same and may include things such as:

- to encourage a safe and healthy work environment for all employees;
- to raise awareness of health and safety in the workplace;
- to identify potential hazards in the workplace;
- to discuss ways to manage the hazards with the employer;
- to investigate health and safety complaints by employees;
- to investigate and record accidents; and
- to keep up-to-date with health and safety policy and legislation.

To be effective in their role, your health and safety representatives must understand health and safety matters. To facilitate this, they are allowed to take paid leave to attend approved courses (a list of these courses is available from the Employment Relations Service website www.ers.dol.govt.nz).

Accident Reporting and Investigation

You are required to keep a record of all accidents (including near misses) at work. You should record this information in an **accident register**, an example of which is included in Appendix 8. If an accident occurs you should also complete an **accident investigation** (a template for this is included in Appendix 8) to find out what happened, what the causes were and what can be done to prevent it occurring in future.

Contractors and Visitors

You must remember also to advise visitors and contractors to your workplace of your health and safety procedures and their responsibilities in relation to these. The key things you may wish to advise on are:

- building evacuation procedures;
- the need to take all practicable steps to ensure their own safety and that of others;
- reporting all accidents and near misses; and
- complying with health and safety policy and procedures.

Enforcing the HSE Act

The aim of the Act is to educate and inform employers and employees in safe and healthy practices in the workplace. However, there are times when this is not enough and enforcement is required. There are a range of options available for requiring compliance with the Act as follows:

- **Hazard notices** – a hazard notice informs you that there is a hazard in the workplace, and can only be issued by a trained health and safety representative. Before issuing this notice they must have tried to discuss the hazard with you. There is no penalty or fine associated with a hazard notice. However continued non-compliance may result in further action by a health and safety inspector. This may include:
 - **Improvement notice** – a written notice requiring you to make improvements to comply with a certain area of the Act and informing you about how long you have to rectify the problem.
 - **Prohibition notice** – this will be issued if an inspector thinks that the workplace situation is so dangerous it has to be stopped.
 - **Infringement notice** – continued non-compliance with the Act may result in an infringement notice which requires you to pay an instant fine (ranging from \$100 to \$4000).
 - **Prosecution** – if an inspector determines that you have not taken all practicable steps to ensure a safe workplace he/she can prosecute your organisation. If found guilty, your organisation can be liable for a fine of up to \$250,000.

- If you do not comply with your obligations under the Act, and it is proven that you knew that not doing so was reasonably likely to cause serious harm to a person (e.g. an accident occurs more than once in the same way, and after the first accident you did not take all practicable steps to eliminate, isolate or minimise the hazard that caused the accident) a fine of up to \$500,000 and a term of imprisonment of up to two years may be imposed.

Stress in the Workplace

Everyone experiences stress from time to time and most of us have ways in which we deal with it. Prolonged exposure to high levels of stress, however, may be detrimental to a person's health. Whilst it is difficult to monitor each employee's level of stress, you are required to ensure that your work practices don't cause unnecessary harm. In the same way you are required to put systems in place to manage other hazards, you must have systems to deal with stress in the workplace.

For example, stress can be:

- inherent in the job;
- a result of the way the job is organised (e.g. shift work, unpredictable work peaks);
- a result of excessive work demands; or
- related to personal factors (e.g. relationship status, financial issues etc).

If you become aware that an employee is suffering from stress, you must have systems in place to deal with it and reduce the potential for harm. The best place to start is an open discussion with the employee. If their source of stress is work-related (e.g. high workload, job content, conflict with colleagues) you can work together to take all practicable steps to reduce the stressful situation.

Whilst you have no control over an employee's personal life and external factors that may impact on a person's ability to cope at work, you are still required to take some simple and practicable steps to help an employee deal with personal issues (if you know about them). Some **examples** of the kind of support you could provide in this situation are flexible work arrangements, reduced workload, paid leave, support to attend counselling etc.

You will need to decide on the best ways to monitor stress levels, and appropriate systems to manage stress in your workplace.



Performance
Review Process

Big results
require
big ambition.

James Champy

Performance Review Process

We want employees to be motivated and committed to the organisation. The performance review framework does this by:

- clarifying expectations and objectives
- finding ways to enhance performance
- recognising the achievements of employees and providing regular feedback
- identifying and supporting development needs of employees
- encouraging everyone to achieve their best

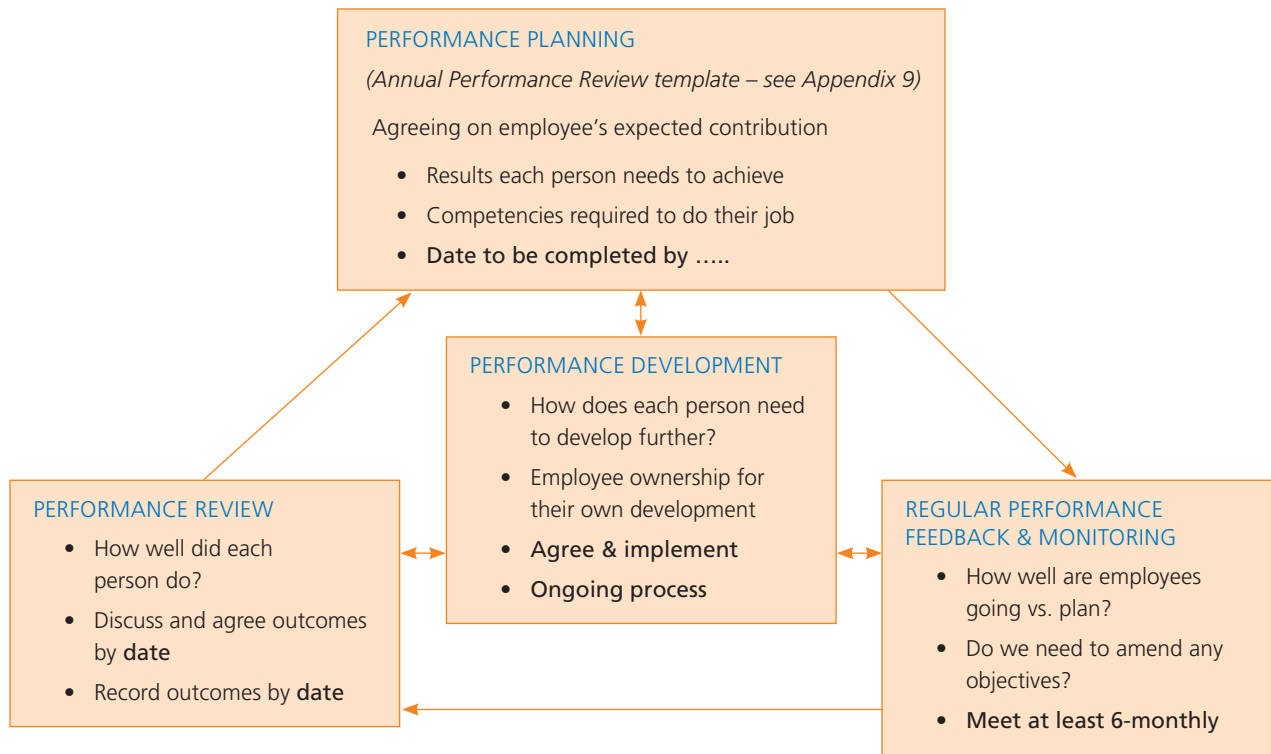
We aim to assess and determine the **contribution** that employees make to the organisation – this is the **results** people achieve as well as the **competencies** they demonstrate in delivering those results. Simply put, contribution is what employees do to add value and bring about a result that ultimately helps us achieve our organisation's objectives.

What do Performance Reviews Involve?

Our aim is to keep performance reviews as simple as possible. It covers:

- **Setting objectives:**
 - three to five **results-focused** objectives for each employee.
 - Selection of some relevant **competencies** that a person needs to demonstrate each year (along with the level they should be performing at).
 - This should be a **joint process** agreed by both manager and employee.
 - Individual staff objectives must be **aligned** to overall organisational objectives (that should flow out of the business plan). This ensures individual objectives are helping to achieve our overall business goals.
 - Use the Annual Performance Review template to set out your objectives.
- **Ownership:**
 - Each individual is responsible for their own development and performance improvement, with support provided by their manager. Employees should seek the information they need and tools necessary to improve their own performance, with support from their manager.
- **Regular feedback and discussion between managers and employees.**
- **Action:**
 - Follow through on commitments made

Performance Review Process



Developing Skills & Competencies and Improving Performance

People learn & develop from:

- Coaching/mentoring from an experienced person
- Being given opportunities to analyse and solve problems
- Facilitating meetings
- Being involved in a project
- Being rotated around jobs
- Sitting in for someone else
- Learning a new system or process
- Building networks with other teams/organisations
- Increased responsibility in scope of current job
- Chairing a committee or meeting
- Coaching others
- Mentoring others
- Implementing a change in policy or procedure
- Negotiating for resources
- Giving presentations
- Facilitating conflict resolution between two employees or teams
- Self development – books, tapes, CD-Rom, internet
- Training courses – external or internal
- Taking part in professional associations or appropriate social events to build networks and strengthen relationships.

Performance Feedback

SOURCES OF FEEDBACK

You should ensure you provide feedback on fact-based observations of behaviour or results (rather than judgements of behaviour).

Some sources of feedback:

- other staff
- clients/customers
- suppliers
- team members
- members of other teams who interact with the individual
- other managers.

THE FOUR ELEMENTS OF FEEDBACK

Examples:

The four elements of feedback			
<i>Observation</i>	<i>Assessment</i>	<i>Consequences</i>	<i>Development</i>
Missed the Friday deadline four times out of six	<p>Undependable in meeting deadlines</p> <p>Standard: missing one or two deadlines might be excused. But four is a sign of a problem</p>	<p>Transfer to another job if late again</p> <p>Reputation for lack of dependability</p>	<p>Meet deadline on time</p> <p>Plan: schedule next task with manager and identify any sources of delay. Check in with manager at milestones</p>
Developed new product on time, within budget and above required standard	<p>Dependable and highly effective in product design</p> <p>Standard: product designs are expected on time. Most people meet required standard but few exceed them</p>	<p>Opportunity for next challenging project</p> <p>Recognition among peers and across the group</p>	<p>No improvement needed; however, suggest develop a presentation for industry conference</p> <p>Plan: work with manager to develop materials</p>

Timing and Process

The ideal time to review and create individual objectives and competencies is at the beginning of the organisation's annual financial year. This is to ensure alignment with the overall business objectives and the employee's individual objectives. Therefore, if your financial year was 1 January – 31 December, the annual Performance Review process would follow these lines:

Month	Performance Review Activity	Development Activity	Who
<i>Example for Financial Year = 1 January – 31 December</i>			
November	<ul style="list-style-type: none"> Budgeting CEO sets overall business objectives – communicated to the wider organisation 		CEO and employees
November–December	<p>Ensure job description is still up-to-date</p> <ul style="list-style-type: none"> Create individual objectives for the new financial year – use the Performance Review Template (Appendix 9) Agree competency areas (<i>some competencies are listed in the Performance Review Template</i>) Note – some objectives may come straight out of the business plan Agree skill gaps 	Create development/training plan where necessary	Individual employees with their manager
<i>New Financial Year begins in January</i>			
January	<i>Preparation for performance review meeting</i>		Individual on own Manager on own
January	<p>Annual Performance Review completed for the previous year</p> <p>File a copy on individual's file</p>		Individual employees with their manager
January–February	Individual Remuneration Review completed		Individual employees with their manager
Every 2–3 months	<p>Informal meeting between staff and their manager</p> <ul style="list-style-type: none"> Review objectives are still appropriate Review progress Collect feedback 	Review development and training – still on track and still appropriate?	Individual employees with their manager
<i>Back to the start (preparing for Annual Performance Review discussion)</i>			

Performance Review Template

The Performance Review template provides the framework for you to assess your employee's job performance against the organisation's objectives and their competencies.

SUPPORT AND DEVELOPMENT

This section of the Performance Review document provides an opportunity to assess what support or development opportunities are required to ensure the employee can achieve their objectives, or have access to resources required for the role they are performing. These should be reviewed every two to three months to make sure they are still appropriate.

These actions must be agreed and should relate to performance on the job. Whilst it may be acceptable to have employees attend external courses or training, these opportunities should always be agreed by you as the manager and formally signed off. Moreover, any course of study or learning intervention should directly relate to the business and to the individual's role in the organisation.

COMPETENCIES

The individual objectives for an employee's role describe the 'technical' or 'what' component of a role or position whereas competencies relate to 'how' the job is done. This includes a range of human behaviours which an employee brings to a job such as communication skills, teamwork, building relationships and demonstrating a positive attitude etc.

Therefore, whilst the competencies may be generic across the organisation, managers need firstly to assess whether these competencies are relevant to their job, and secondly to look at their employee's behaviour across the defined competencies and to provide a rating for those behaviours

– *Appendix 9: Performance Review Template*

Conducting Effective Performance Review Meetings

The annual performance review meeting provides an opportunity for you and your employee(s) to discuss formally both their performance and their developmental needs. It is an important event and requires a high level of preparation to conduct it well. Prior to the meeting make sure you are familiar with your employee's performance over the past 12 months and know what you want them to achieve over the next 12 months. Listed below are tips to help you conduct these meetings effectively:

- Encourage people to open up by providing an informal, unhurried atmosphere
- Demonstrate respect for the employee
- Use examples to support your comments – e.g. if giving positive or negative feedback ensure you can back it up with specific examples of performance you've witnessed through the performance cycle
- Provide feedback against measurable targets as set at the beginning of the performance review cycle
- Focus on the facts – provide feedback in relation to the Performance Review. This is not a chance for you to raise issues that have bothered you throughout the year – you should have dealt with these when they arose
- Keep an open mind – they may well have a reasonable explanation for any performance issues you may raise
- Listen to feedback from the employee – you too may receive feedback you don't necessarily want to hear, but keep an open mind
- Avoid hearsay, accusations and exaggerations

- Connect behaviours to results e.g. “when you don’t meet deadlines, it results in me getting behind in my own work”
- Include positive and negative feedback – where possible approach negative feedback from a developmental perspective (i.e. “these are your areas for development, how shall we work together to address them” rather than “this is what you are doing wrong... fix it”)
- Discuss performance not personality
- Be positive – the meeting is a discussion not a debate

One of the most important things to remember is that the annual performance review meeting should hold ‘no surprises’ for the employee. i.e. they should not be made aware of a performance issue for the first time at their annual performance review meeting. As a manager you are responsible for ensuring problems are dealt with as and when they arise as this will reduce the chance of problems escalating.

Linking Remuneration to Performance

Operating in parallel with the performance review processes is your organisation’s remuneration strategy and annual remuneration review process. It is common practice for organisations to link remuneration increases or adjustments to individual performance. This ensures that:

- Top performers are rewarded for their efforts and outcomes;
- Limited budgets can be properly allocated to those who have performed the best and have contributed to achieving the organisational goals; and
- Appropriate messages are communicated to top performers with regard to their future career opportunities within the organisation.

Training &
Development

You miss
100% of the shots
you never take.

Wayne Gretzky

Training & Development

One of your most important roles as a manager is to focus your training and development activities so that they enhance the ability of your employees to fulfil your organisation's objectives:

- For **employees**, training and development activities are a means to improve their job skills and knowledge, and thus their performance, and to enhance their growth and potential. This brings greater job satisfaction and can encourage employees to accept new challenges and cope with change.
- For **organisations**, there are clear benefits in terms of better productivity, lower costs in recruitment, a more flexible and adaptable workforce, and a more certain achievement of the organisation's goals and objectives. It also ensures that as an organisation you remain up to date with industry developments.

This section focuses on key aspects of the training and development process including how to identify training needs and to source training to meet those needs.

The Training Process

Whether you're reviewing your existing training or setting up a new training programme, the training process outlined below can assist you to:

1. Identify and analyse training needs
2. Decide on appropriate training method
3. Source appropriate training
4. Deliver training
5. Evaluate training.

Each of the steps in the process is outlined in more detail below:

1. IDENTIFY TRAINING NEEDS (TRAINING NEEDS ANALYSIS)

You must identify the specific training needs of your employees and your organisation before you implement any training initiatives; otherwise you are simply providing training for training's sake. There are a number of ways to do this:

Annual Performance Review

This is a great starting point for identifying your employee's training needs. The Performance Review requires you to assess your employee's job performance against the organisation's objectives and their competencies. It provides an opportunity to discuss and document individual development and support needs.

To identify training needs, you must first analyse what is required by the organisation, the task and the person. Ask yourself these questions:

- Where in the organisation is training needed?
- What must an employee be able to do to meet the performance requirements of the job?
- Who needs training and of what kind?

This process enables the organisation to identify the *performance gap* or *training gap*; that is, the shortfall between current performance and required performance that needs to be bridged, possibly by training. It may identify individual training and development needs as

well as the need for training at the organisational level. However, we should not ignore the possibility that training and development is not always the answer as there may be a range of other factors that are creating this gap rather than an individual's lack of skills or knowledge.

Competencies

If you have clearly defined competencies in your organisation, you can source training and development initiatives that reinforce your core competencies and close any competency gaps identified in the Performance Review. For example, if your behavioural competencies are:

- communication;
- teamwork; and
- leadership

then your training would focus on these competencies as they are the skills you've identified as being core to success in your organisation.

Ownership

As a manager, you should maintain an awareness of your employees' training needs throughout the year (not just at performance review time) and your employees should be encouraged to discuss their training needs with you at any time. For example, a training need may arise as a result of:

- job change;
- promotion;
- implementation of new computer system or programme; and/or
- new legislation.

You should take all reasonable steps to assist employees if a problem is identified with their performance (both during their initial probationary period and any time thereafter) and, where practicable and reasonable, endeavour to assist them with additional training towards improving their performance.

Employees also have responsibility for their own self-development and learning. In an increasingly competitive, fast-moving and often complex work environment it is important to remain up-to-date with information and trends in industry and job requirements. Employees should be encouraged to, wherever possible, keep up-to-date with industry developments through reading, researching, membership of professional bodies and networking.

360 degree feedback

360 degree feedback is a process whereby an employee's performance is rated confidentially by a number of people who know about how they work (e.g. peers, managers, direct reports, clients etc). The employee also assesses their own performance. The results identify an employee's strengths and areas for development, which can then be addressed with targeted training and development.

2. TRAINING & DEVELOPMENT METHODS

Once you have identified training and development needs you will be better able to source relevant training or development to address the skill gaps, thereby maximising your investment.

The focus of training and development should be on learning, with the objective of ensuring that the trainee or learner acquires and retains relevant new skills and knowledge, and is able to apply them to the job properly. The objective is not learning for its own sake, but learning which enables and encourages people to make desirable changes in their behaviour.

Providing training and development for your employees is not necessarily a case of booking them on a training course. Training and development needs may be met in a number of different ways and you, and where appropriate your employee, must decide which approach is best suited for each need. Some of the more common methods of training and development are:

On the job training – this is one of the best means of developing your employees. As a manager you should provide ongoing opportunities for people to grow and develop in the workplace. This should be planned and systematic.

Self-development – employees should be encouraged to remain up-to-date with industry trends and developments. This may include reading related books, research articles and becoming members of relevant industry bodies and professional interest groups.

Networking – associating with professional groups and attending external conferences and training courses is a great way to build a network, which can prove an invaluable asset for learning about industry trends and developments.

Developing skills and competencies – some further suggestions for developing these areas are outlined in the Performance Review section of this booklet.

Seminar and conference attendance – this can be an invaluable way to keep up with industry trends and market information. It is also a great opportunity to network with other people from your industry or other industries and find out how they operate.

Face-to-face training – the traditional ‘classroom’ approach where a trainer delivers course information to employees. This can be either in house (i.e. onsite and specifically for your employees) or external (i.e. offsite and attended by people from various organisations).

E-learning and computer based training (CBT) – also known as online learning and uses technology including the internet, intranet and CD ROM to provide training to employees via their computer. E-learning delivers solutions that are self-paced and flexible, as the learner is able to decide when and where they will do the training.

Experiential learning – this is learning through doing and focuses on completing an activity, learning from it and applying what was learnt in other areas of life including the workplace. Outward Bound is a well-known example of this kind of approach to learning.

Completion of degrees and diplomas – completion of a relevant degree or diploma is an effective way to up-skill your employees. Educational institutions offer a range of ways for employees to complete qualifications whilst working (see further information on study support to follow in this section).

3. SOURCING TRAINING

Having identified your training needs and decided on the training approach required, you must go to the market to find the appropriate training initiative and provider.

Whether you’re trying to find information on sports-related training or training of a more generic nature (e.g. training in communications skills, technology, management, recruitment, employment legislation, public speaking) the following websites will provide a useful starting point:

Industry Training Organisations (ITOs) – ITOs have been set up to help industries set standards for training, prepare qualifications required for each industry and help employees identify relevant workplace learning. See the Tertiary Education Commission website for details on ITOs. (www.tec.govt.nz)

Sfrito – is the ITO for the sport, fitness, community recreation, snow sport, outdoor recreation and Nga Mahi a Te Rehia sectors. If you register as a Sfrito (www.sfrito.org.nz) workplace you can gain one-on-one assistance with industry-related training and qualifications for your employees.

New Zealand Qualifications Authority (NZQA) – the NZQA has been developing the National Qualifications Framework (NQF) with education and industry specialists since 1990. The NZQA website (www.nzqa.govt.nz) is a good resource for sourcing course options and providers under the NQF. Use the search function to bring up the sport-related courses available.

Worksite – this website offers information on education and training courses offered by organisations throughout NZ (www.worksite.govt.nz). By using the search function on the home page you can bring up a number of sports-related training options.

The New Zealand Association for Training and Development (NZATD) – is another valuable resource for sourcing training providers in a wide range of industries and disciplines. NZATD (www.nzatd.org.nz) is the professional association for training and development specialists in New Zealand. It provides links to websites of training providers who offer training solutions across a wide range of industries and disciplines.

New Zealand Institute of Management (NZIM)* – the NZIM can develop managers through to a graduate qualification and also provides ongoing professional development in a wide range of areas including: leadership, people and performance, communication, financial fundamentals, customer service, management programmes and so on. See their website for more information www.nzim.co.nz.

The Employers and Manufacturers Association (EMA)* – runs seminars on a wide range of issues including employment law, management, staff supervision, public speaking, personal development, occupational safety and health and much more. Their website is www.ema.co.nz.

Chamber of Commerce* – The Chambers of Commerce in Auckland and Wellington run training courses and seminars and workshops (usually of shorter duration of half to one day) on topics as diverse as sales and marketing skills, technology skills, business writing and communication skills, time management, office skills, supervision skills and customer service skills. See www.chamber.co.nz or www.wgtn-chamber.co.nz.

** You don't need to be a member of any of these institutes to attend their courses.*

Private training consultants

There are numerous private training consultancies who will offer a range of services including:

- training needs analysis;
- development of customised training courses tailored to your needs, or provision of their 'off the shelf' training courses;
- sourcing and provision of appropriate training and associated materials (e.g. training videos);
- training delivery either in house for your employees, or external to your organisation; and
- e-learning solutions.

There are certain things to consider when assessing training options including:

- **Training budget** – set a training budget (you would ideally allocate a budget for training at the same time you do your annual budgeting process) and always aim to get the best return on your training investment. If you have a number of employees in your team or organisation, make sure you allocate your available budget fairly across all team members.
- **Training timeframe** – be prepared to allocate the amount of time required for the training and book it to fit in with work flows. e.g. a computer course may take one day whereas a management development course could take up to a week.
- **Training content** – ensure the training is relevant and targeted to the needs of your employee. To aid this, most reputable training courses will outline the course objectives, i.e. what the attendee should expect to have learnt by the end of the course.
- **Trainer's skills** – it is important to assess the trainer's skills as they can make the difference between an effective course or otherwise. You can ask to review the trainer's references before you engage their services, or talk to other people who may have attended the course to get their views. It is good to get referrals from people about training courses and trainers, so use your networks to help you track down reputable providers.

- **Training evaluation** – after the course make sure you do your own evaluation of the success of the course. (Please see below for more information).

Training brokers

You can also contact a training broker who can assess your training needs and source the appropriate training on your behalf. This can save you time if you are unfamiliar with training options available in the market. A New Zealand-based internet search will bring up a number of training brokers.

4. TRAINING DELIVERY

Once you've decided on the type of training required, you and your employee can decide when best to complete the training. Wherever possible, time the training for when it's most needed. For example, there is no point training someone in a new computer package six months before the package is implemented as they won't retain the information.

When the employee is completing their training, do your utmost to ensure they are not interrupted by work commitments. Training is expensive (and not usually refundable!) so it's in your best interests to allow employees to complete their entire course of training.

Where relevant, after completing their training or development programme, you could ask your employee to provide a presentation to the rest of your organisation or team. This has the dual purpose of reinforcing the employee's retention of the knowledge and skills they have learnt and also gives them an opportunity to share their learning with others.

5. TRAINING EVALUATION

It's important to assess that the training you have organised has had the desired effect. You should review all training in your organisation to ensure your training dollars have been wisely invested and that training needs have been met.

The best measure of success of training is whether the employee's performance has been enhanced as a result of their training and development. As a manager you are the best person to assess this so it is important to discuss the training directly with the employee and get their feedback.

- *Appendix 10 includes sample questions to ask employees who have completed a course of study or training and development*

Using your employee's feedback you can then do your own evaluation on the effectiveness of the training by asking three key questions:

1. How well were the learning objectives met?
2. Why has the individual's job performance changed?
3. How has the performance of the organisation changed?

Study Support

If your employees wish to undertake further academic study or qualifications you could support them by allowing flexibility to attend courses inside work hours, extended time off to complete studies, study leave to study for and sit exams and/ or financial support.

Your willingness to support your employees in this area will depend on their course of study and its relevance to your business and their job and their performance and value to the organisation. If it is seen as beneficial to your organisation then study support may be given with the approval of the Chief Executive.

If you financially contribute to their course of study, and in return wish them to commit to a certain time period with your organisation, you will need to get in writing from your employee that you will recoup any monies owing from them if they leave within, for example, 12 months of completing the study.

Disciplinary Procedures,
Mediation, the Employment
Relations Authority &
Termination of Employment

Every teacher
has to learn
the lesson.

Jaymie Meyer

Disciplinary Procedures, Mediation, the Employment Relations Authority & Termination of Employment

There are a range of reasons why an employment relationship may come to an end, including:

1. Abandonment of employment;
2. Resignation;
3. Retirement;
4. End of fixed-term agreement;
5. Redundancy;
6. Dismissal.

This section outlines each of these reasons and provides information about personal grievances, disciplinary procedures and resolving employment relationship problems.

1. Abandonment of Employment

If an employee is absent from their place of work for a period without notifying their manager then they may be deemed to have abandoned their employment. However, before you consider the employment terminated on the grounds of abandonment, you need to ensure that your organisation makes reasonable attempts (i.e. phone calls, letter) to contact the employee in order to ascertain the reason for their absence. An employer should generally take care when relying on abandonment and it is preferable that the relevant time period be specified in the employment agreement.

2. Resignation

If an employee resigns, they must give their notice in writing. The notice period will depend on what is in their employment agreement, and would usually be from two to four weeks. If they give the required amount of notice, they will be paid to the end of that notice period. You may wish the employee to work out their full notice period or ask them to finish sooner, but either way they must be paid to the end of their notice period.

3. Retirement

There is no compulsory retirement age, except for employees whose employment agreements specified a retirement age pre 1 April 1992, and where those employees have agreed in writing for this to continue on or after this date.

4. End of Fixed-Term Agreement

A fixed-term agreement will come to an end on the date specified in the employment agreement or when a particular project has ended. There must be a genuine reason based on reasonable grounds (e.g. parental leave cover) for employing a person on a fixed-term contract. An employee will be given notice (as outlined in the employment agreement) confirming the end of the agreement period.

5. Redundancy

This occurs when an employee's position becomes surplus to the needs of the organisation. You must be able to show that a decision to make a position redundant was made for genuine commercial reasons. This means you cannot make an employee redundant because they are not performing. This situation should be dealt with in other ways: either through coaching and training the employee to improve performance (see Appendix 11 for further information on coaching to improve performance) or, if poor performance continues, through the disciplinary (warning) process. An explanation of how this process should be managed should be outlined in an employee's individual employment agreement.

There is no requirement for your organisation to pay redundancy compensation to an employee, unless their employment agreement (or your organisation's policy) specifically states they are entitled to a payment.

- *Appendix 11 provides further guidelines and a checklist for redundancy*

6. Dismissal and other Disciplinary Action

- Appendix 11 provides an overview of the process to be used once poor performance or misconduct is identified and guidelines on how to give coaching and informal counselling

Dismissal should be an organisation's last resort used when formal performance management, counselling or the disciplinary process fails to result in improvements in performance. Any dismissal or disciplinary action must be "justified", which means that the employer must have good reason for it and must act fairly and reasonably in reaching its decision. In deciding whether the employer has acted fairly and reasonably, the following questions will be asked (among others):

- whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee;
- whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee (including providing the employee with all of the information the employer intends to take into account, and advance notice of the possible consequences);
- whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee (including time to prepare and access to support/legal representation); and
- whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.

Instant (summary) dismissal – this is used in a situation of serious misconduct. Specific examples of what constitutes misconduct and serious misconduct within your organisation may be found in the employee handbook or the employment agreement. Examples of the type of behaviour that may warrant instant dismissal are:

- theft or assault;
- a serious criminal conviction (e.g. for fraud or other matters which may affect the organisation's reputation); and
- behaviour amounting to sexual harassment.

Disciplinary action for misconduct or poor performance – where the conduct does not justify instant dismissal, but does justify some disciplinary action, a warning process can be instigated. This would normally be used in situations where the employee's performance or conduct is not up to standard or they have not adhered to certain requirements of the employee handbook (e.g. repeated lateness or absenteeism).

SUSPENSION

In some circumstances, an employer may wish to suspend an employee while the employer conducts an investigation into suspected misconduct. If the employer has a contractual right to suspend the employee, then that right may be exercised, provided that the decision to suspend is fair and reasonable in all the circumstances. In extreme circumstances, such as when there is imminent danger to the employee or others, an employer may be justified in suspending an employee even where there is no contractual right to do so. However, those situations will be rare.

Good reason to suspend an employee could arise in the following situations: imminent danger to the employee or others (e.g. an employee appears to be intoxicated in a safety-sensitive work area); significant friction in the workplace (e.g. allegations have been made involving sexual harassment or bullying); the possibility for evidence to be lost (e.g. a situation involving fraud or misuse of the internet); or where very serious allegations have been made, the employee is in a position of responsibility, and the employer's trust in the employee is put seriously in doubt (e.g. theft allegations are made against an employee who has access to cash).

Suspension is considered to be disciplinary action in and of itself. An employer will therefore need to follow a fair process in suspending an employee, which will include advising the employee of the possibility of suspension and the reasons for it, and giving the employee a fair opportunity to respond before the decision to suspend is made.

Because suspension is ongoing, it may be something that needs to be reviewed as the investigation progresses.

MISCONDUCT AND DISCIPLINARY PROCEDURES

The employee's individual employment agreement should detail the grounds for misconduct and explanation of disciplinary procedures, including suspension and termination. If you have to instigate disciplinary action, ensure that you have all the relevant facts and the support of the organisation. You may wish to consider taking legal advice.

– *Appendix 11 contains guidelines on how to conduct an investigation into misconduct*

Dismissal for Incapacity

From time to time, an employer may be faced with an employee who is unable to work over an extended period because of illness, injury or some other medical condition (broadly described as 'incapacity'). An employer is not bound to hold open a job indefinitely for an incapacitated employee, and in certain circumstances may decide to dismiss the employee on the grounds of incapacity.

Before an employer can decide to dismiss an employee on the grounds of incapacity, however, the employer must follow a fair process. This will include:

- fully informing the employee of the action it proposes to take and the reasons for this;
- allowing the employee a reasonable opportunity to put forward his or her views;
- considering the employee's views, and all the relevant circumstances;
- considering alternatives to dismissal, such as a return to light or alternative duties.

What all the relevant circumstances are in any one case will depend on the facts of that case. However, such circumstances will include:

- the terms of the employment agreement: some employment agreements describe the circumstances in which an employer may consider termination for incapacity, and set out the process to follow in such a situation;
- the nature and duration of the incapacity and prognosis: the greater the degree of incapacity, and the longer it is likely to persist, the more likely it is that the employer will be able to justify dismissal. However, that is not a fixed rule: all the relevant circumstances

must be taken into account in deciding whether it is fair and reasonable to terminate for incapacity in the particular circumstances. Further, the employer should not assume anything about the employee's condition, and should take expert advice where possible. The employer will largely be dependent on the employee for information about the employee's condition, and cannot force the employee to share any expert advice the employee has had, or to undergo medical examination. However, if the employee refuses to provide information on request, the employer may advise the employee that if information is not forthcoming, then a decision will have to be made on the basis of the information available;

- the probability of long-term employment: the employer should consider whether the employee was likely to be employed long-term, were it not for the incapacity. For instance, if the employment was for a fixed term, this is likely to be a factor in favour of dismissal;
- the nature of the employment: such as the importance of the position, the urgency with which it must be filled, and the difficulties associated with finding a substitute until the employee is able to return to work;
- the length of employment to date: generally speaking, long-standing employees are entitled to greater latitude.

Personal Grievances

If you have to make an employee's position redundant or you need to take disciplinary action, it is important to do it in a procedurally correct and fair manner, otherwise the employee may be in a position to take a personal grievance. If an employee challenges any decision you make to dismiss him or her (for redundancy or otherwise), or to take disciplinary action, whether your decision was justifiable will be determined by considering whether what you did was what a fair and reasonable employer would have done in all the circumstances at the time.

The Employment Relations Act gives employees the right to take a personal grievance in a number of circumstances, including unjustified dismissal. An employee who has been dismissed may ask you for a written statement setting out the reasons for the dismissal. The employee must then let you know about their grievance **within 90 days** of the action complained of, or the date they became aware of it, whichever is later. An explanation of the services available for the resolution of employment relationship problems, and a reference to the 90 day period for raising a personal grievance, must be included in every employee's employment agreement.

If a personal grievance is raised, you must take it seriously. As a manager you should seek advice from your manager/CEO and it would also be advisable to seek legal counsel at the outset.

Return of Company Property

When employees leave your organisation, you must ensure that they:

- i. return all company property including company car, mobile phones, computers, access cards and keys, company records, paperwork and documents, identification cards and any other relevant property;
- ii. hand over all current work to the appropriate people/person in order to ensure continuity of business/ service; and
- iii. hand over all notes of confidential information which they may have acquired during their employment to someone duly authorised to receive them.

Mediation and the Employment Relations Authority

If an employee raises an employment relationship problem (such as a personal grievance alleging that the employee was unjustifiably dismissed, or that a final written warning was unjustified) you may find yourself attending mediation or a hearing (called an investigation meeting) at the Employment Relations Authority. Employers can also initiate these processes. The following provides some guidance on what you might expect at mediation and in the Authority.

MEDIATION – WHAT TO EXPECT

Employment legislation encourages employers and employees to use mediation as the first formal step in seeking to resolve an employment relationship problem, if they cannot resolve the problem themselves.

Mediation is a voluntary process, which means that both parties must agree to attend mediation (although the Authority can direct them to attend – see below). The mediator is there to try and assist the parties to reach a resolution, but cannot make any binding decisions or recommendations, unless the parties agree to that.

One of the main benefits of mediation is that it is a confidential forum, where parties may talk freely and frankly about their issues, and try to find common ground to reach a resolution. What is said in mediation is 'without prejudice', which means that neither party may refer to what is said in legal proceedings or on-the-record processes, such as disciplinary processes. The reason for this is to enable parties to feel as if they can talk frankly, and make concessions and apologies, without affecting their legal position.

The Department of Labour has its own Mediation Services (run by the Employment Relations Service), which the parties may use free of charge. Alternatively, the parties may engage their own private mediator. Either party may contact the Department's Mediation Services, who will then arrange for an independent mediator to provide mediation at the Mediation Services' premises, for a half day, full day or longer depending on the issue(s) to be mediated. Usually mediations take half a day to a day.

While each mediation is different, a typical mediation would be likely to proceed as follows:

- Before attending mediation, either party may choose to provide the mediator with background information about the employment relationship problem.
- The parties arrive at the Mediation Services' premises, and are shown to separate rooms before the mediation commences. These rooms will be kept available to the parties throughout the mediation, so that when the parties wish to separate to consider what the other party has said and their next steps, they may do so privately.
- The mediator will meet with both parties before the commencement of the mediation to introduce himself/herself and to explain the mediation process.
- The mediator will then bring the parties together in one room. The mediator will usually sit at the head of the table, with the employer (e.g. a manager, HR, and the employer's representative) on one side of the table, and the employee (e.g. the employee, the employee's representative, and a support person) on the other side.
- The mediator will again explain the mediation process to the parties, ensure that both parties have authority to enter into any settlement, and confirm that the parties understand that the process is confidential and without prejudice.
- The employee (or the employee's representative) will usually begin by providing an overview of what the issues are that they wish to be discussed or resolved. This is for the employer's benefit, as well as the mediator's, and is generally uninterrupted.
- The mediator will usually ask the employer if they wish to take some time to privately discuss what has been said. This may be appropriate if an issue has been raised for the first time, for example.

- The employer (or the employer's representative) will then provide a response to what the employee has said, and will provide an overview of any additional issues that they wish to be discussed or resolved. Again, this is generally uninterrupted.
- Note that the employer sometimes goes first, especially if it was the employer who raised the employment relationship problem.
- Once both parties have spoken, the mediator will then try to get agreement on the best way forward. This may mean that the parties separate and discuss the issues between themselves privately before coming back into the mediation to discuss the issues collectively. Or, the parties may separate into different rooms with the mediator acting as a go-between (this often happens when the parties are exchanging offers of settlement). When acting as a go-between, the mediator will only disclose what he or she has been authorised to disclose to the other side, and may also make suggestions about how the parties might reach agreement.
- If the parties reach a settlement, the mediator will help prepare a settlement agreement for the parties to sign. The terms of settlement are confidential to the parties unless they agree otherwise, and are 'full and final'. This means they cannot be challenged and that the parties cannot later reopen their dispute.
- At any time, either party may decide that they do not wish to continue with the mediation, in which case the mediation will end.

THE EMPLOYMENT RELATIONS AUTHORITY – WHAT TO EXPECT

If an employment relationship problem is not resolved at mediation, either party may seek a binding determination from the Employment Relations Authority. In this case, the party raising the problem (usually the employee), must file a statement of problem, setting out what their employment relationship problem is, the facts and background (including any relevant documents) to the problem, and what remedies are sought. Once a statement of problem is filed, the Authority will notify the other party, who then has 14 days to provide its response (called a statement in reply). An Authority Member and a Case Manager will be allocated to the matter.

The Authority Member will usually direct the parties to attend mediation if they have not already done so, and, even if they have, may ask or direct that they do so again. Following this, the Authority Member will hold a teleconference with the parties to determine what the issues are and a timetable, and to address any questions the parties may have. The timetable should cover any relevant documents that must be provided and when, which witnesses will give evidence for each party, when written evidence and any submissions (i.e. arguments) must be exchanged, and when and where the hearing (investigation meeting) will be held.

Each investigation meeting will be different, depending on the facts of the case and on the particular Authority Member (who will determine the procedure to be followed), but a typical investigation meeting might proceed as follows:

- Upon arrival, the parties are likely to be shown to separate rooms that will be kept available to the parties throughout the investigation meeting.
- In the investigation meeting itself, the Authority Member will generally sit at the head of the table, with the employer (e.g. a manager, HR, the employer's representative, and the employer's witnesses) on one side of the table, and the employee (e.g. the employee, the employee's representative, the employee's witnesses, and a support person) on the other side. Witnesses may be able to come and go during the day as they are required, or the Authority Member may require all witnesses to be present at the outset of the investigation meeting to swear or affirm their evidence (i.e. hand on the Bible or not).
- At the start of the investigation meeting, the Authority Member will explain the process. The investigation meeting is a hearing, but compared to a Court, the Authority's process is less formal. Parties aren't required to stand when they speak.

- The Authority Member will usually provide the employee with an opportunity to explain their claim. This means that the employee can provide an introductory statement about what their concerns are, and what evidence is going to be given.
- The employee's witnesses (and the employee) will usually then be required to give their evidence and have questions asked of them by the Authority Member and the employer (or the employer's representative). Depending on the number of witnesses, there may be breaks in between evidence. Once a witness has given evidence, they are usually free to leave the investigation meeting, although they might be called back if there is a specific matter that they need to address for the Authority.
- Once all of the employee's evidence has been given, the employer's witnesses will similarly be required to give their evidence and have questions asked of them by the Authority Member and the employer (or the employer's representative).
- Some Authority members take a different approach. Rather than taking turns, they deal with the claim 'issue by issue', so there is more of a discussion.
- Sometimes, usually after all the evidence has been given, the Authority Member may meet with the parties (or just with the parties' representatives) to discuss the possibility of settlement. The parties don't have to settle the matter, but if they do the investigation meeting comes to an end.
- The parties may be asked to give submissions at the investigation meeting or in writing afterwards. In essence, these are the parties' arguments as to why they think they are in the right.
- At the conclusion of the investigation meeting, the Authority Member will issue a written determination. It may take days, weeks, or even months for a determination to be issued, depending on the urgency of the matter, and on the Authority Member's workload.
- The determination may contain binding recommendations or findings. The unsuccessful party may also be required to make a contribution towards the other party's legal costs, if any. The contribution is usually around \$1,500 to \$3,000 per day of hearing.
- Instead of a binding determination, the parties can request a recommendation which becomes binding if one of the parties does not reject the recommendation within 7 days. This is a new power and should be used with care.

Flexible Work
Arrangements

Be kind,
for everyone you meet
is fighting a
hard battle.

Plato



Flexible Work Arrangements

The Employment Relations (Flexible Working Arrangement) Amendment Act 2007 has introduced changes to the way requests for flexible working arrangements are made by employees and responded to by employers.

This section and the associated appendices cover the eligibility criteria for employees and how applications and responses should be handled.

Employees' Request

As of 1 July 2008, employees who provide care for any person, and who have been employed with an organisation for six months of continuous employment, are able to request changes to their current working arrangements regarding hours, days or place of work.

Eligible employees may provide their employer with a written request to vary their working arrangements.

The request must specify:

- The variation requested to the current working arrangements;
- Whether it is a permanent or temporary variation;
- The date the employee would like the changes to start, and if the changes are temporary, the date on which the employee proposes they end;
- How the changes will help the employee to provide better care for the person concerned; and
- What changes the employee thinks the employer may need to make to accommodate the request if it is approved.

The request also needs to state:

- The employee's name;
- The date of the request; and
- That the request is made under Part 6AA of the Employment Relations Act 2000.

Employer's Response

As the applicant's manager you must consider the request and notify the employee if the request has been approved or refused as soon as possible (and in any case no later than **three months** after receiving it).

A request can be refused if:

- The employee is not eligible; or
- The request cannot be accommodated because of:
 - inability to re-organise work among existing staff;
 - inability to recruit additional staff;
 - detrimental impact on quality;
 - detrimental impact on performance;
 - insufficiency of work during the periods the employee proposes to work;
 - planned structural changes;
 - burden of additional costs;
 - detrimental effect on ability to meet customer demand.

A request must be refused if:

- the request is from an employee who is bound by a collective agreement; and
- the request relates to working arrangements to which the collective agreement applies; and
- the employee's working arrangements would be inconsistent with the collective agreement if the employer were to approve the request.

You must give the employee an explanation for the reasons the request cannot be accommodated.

Employees are not able to make another request until 12 months after the date of the first request, regardless of whether the first request was approved or refused.

- *Appendix 13 includes an application form, approval and refusal letter*

Employers and employees may seek general assistance from a Labour Inspector about requests for flexible working arrangements under the Act.

- *Refer to www.workinsight.govt.nz or further information and details of the dispute resolution process*

Exit Interviews

Leadership
cannot really be taught.
It can only be learned.

Harold S. Geneen

Exit Interviews

Recruiting and retaining good employees is key to the success of your organisation. However, despite your best efforts in this area, people may resign. Their reasons for doing so will be many and varied and exit interviews provide a great opportunity to delve into these further.

Exit interviews are a positive way of identifying and addressing issues that may be contributing to employee turnover. The information gathered from the exit interview will provide feedback as to why employees are leaving, what they liked or didn't like about their employment and what areas of the organisation they feel need improvement. They also provide your organisation with an opportunity to capture valuable information and knowledge from your employee before they leave.

This section provides information on conducting exit interviews and the benefits of using this opportunity to receive valuable feedback from the employee as well as ensuring that knowledge is transferred once an employee leaves.

Conducting the Interview

It is the manager's responsibility to ensure exit interviews are conducted with every employee who voluntarily resigns (not employees who have been made redundant or dismissed). The employee may prefer to have their exit interview conducted by a third party (e.g. another manager from within the organisation), and if possible this should be arranged, as it may give the employee the opportunity to speak more openly and candidly. If this is not possible then you as the direct manager should conduct the meeting. There is no need for anyone else to attend the exit interview apart from the interviewer and the departing employee.

When conducting exit interviews, be aware of any comments that indicate an employee is resigning as a result of an unresolved grievance or dispute which may later give rise to them claiming constructive dismissal. If you do detect such a situation, tread carefully in your discussions with the employee. The best thing to do in this situation is **listen**.

Knowledge Transfer

Exit interviews are an opportunity to capture information and knowledge from your departing employee about what it takes to do their job. This ensures that vital knowledge is not lost to the organisation when people leave and also means that the learning curve of new people joining the organisation is shortened.

Prior to the exit interview, review your employee's role using their job description and performance reviews. Use this information as a basis at the interview for discussing how they go about those tasks, what knowledge and skills they need and any problems or pitfalls for their successor to be aware of. Find out about their network of contacts and sources of knowledge and if necessary update their job description.

Ensure that your employee leaves relevant files (hard copy and electronic) in shared folders and ask them to organise role and task folders for their successor. Where possible create an overlap between the leaver and the successor so that a 'live' handover can be done.

Interview Preparation

Before conducting an exit interview, you may wish to re-acquaint yourself with some of the interview preparation and interview techniques covered in the recruitment and selection module of this manual as many of the techniques are transferable to this situation. Some of the key points are summarised below:

- Set up a room which is private and free from distraction;
- Turn off all phones;
- Have your questions prepared and know what you want to find out;
- Have a pen and paper ready and let the employee know if you are planning to take notes;
- Advise them the discussion is confidential;
- Use open and probing questions to encourage employees to open up;
- Show that you are actively listening to the employee by nodding in agreement and making encouraging noises (ah hah, yes I see...);
- Manage the situation and don't digress into irrelevant topics; and
- Manage yourself. Don't argue with the employee or show your displeasure if you don't like what they are saying.

In any exit interview it is important to focus on the employee and their reasons for leaving. Your aim is to discover why people are leaving and find ways to address these issues to help prevent others leaving in the future. You also need to use this as an opportunity to ensure that valuable knowledge of their role is not lost when they leave the organisation.

– *Appendix 12 contains sample exit interview questions*

Using the Information

The information from the exit interview must be kept confidential and stored on the employee's file. It is important to advise the employee in the interview that anything they say will be kept confidential and their comments will not be referred to specifically. You can combine responses from a number of different exit interviews, without identifying specific people, and use this to gain a better picture of why people are leaving the organisation.

Wherever feasible, use the information gained to bring about organisational improvements. You may find, for example, that employees are leaving because they don't enjoy the culture of the organisation. If this is the case, you may want to review your recruitment practices to ensure that in the future you recruit people who are a better fit for the organisation. Or you may discover that most people leave for more money, in which case you may need to rethink your remuneration levels and strategy.

Appendices



APPENDIX 1:

Avoiding discrimination

This appendix contains tips and guidelines for avoiding discrimination in the recruitment process.

The Human Rights Act

Under the Human Rights Act it is illegal to discriminate on the basis of age, sex, sexual orientation, race, colour, disability, family, marital or employment status, political opinion, religious or ethical belief, and ethnic or national origins.

- Direct discrimination occurs when a person treats another less favourably on any of these grounds.
- Indirect discrimination occurs when a person must meet a requirement which is not needed for the job and which, due to their sex, race, marital status etc, places them at a disadvantage.

Discriminating against candidates must be avoided at all stages of the recruitment process including advertisements, pre-employment questions and interviews, and terms and conditions of employment.

Avoiding sex discrimination – *example of what not to ask:*

“Do you think women are suited to this kind of role?”

Avoiding marital / family status discrimination – *example of what not to ask:*

“Do you plan to get married and have children in the next couple of years?”

Avoiding race discrimination – *what not to ask:*

“Do you have to wear the turban at work?”

Avoiding disability discrimination

If a disabled applicant for a job has the skills for the job, then their disability may be irrelevant to your decision about whether to employ them.

If the job is such that, despite the person's disability, they could perform the job satisfactorily with the aid of special services or facilities, and you could reasonably be expected to provide those services or facilities, you can't decide not to employ that person because of their disability. Therefore, if a disabled person applies for a job in your organisation, and they are suited to that job, consider what reasonable workplace or other adjustments you could make to enable this person to perform the job.

However, if you could not reasonably be expected to provide the necessary services or facilities so that the disabled person could carry out the job (e.g. because of significant cost), then you can decide not to employ the person because of their disability. The same applies if the environment in which the job must be performed is such that employing the disabled person would put that person or others at an unreasonable risk of harm, including the risk of infecting others with an illness. That said, if you could take reasonable measures to reduce any risk to a normal level, then you could not base a decision not to employ the disabled person on the fact of their disability.

AVOIDING AGE DISCRIMINATION

This is particularly important when writing advertisements. Be sure not to advertise for a certain number of years' experience. There are other ways to encourage suitably qualified candidates to apply. For example:

Junior: "You will have proven experience..."

Intermediate: "Your broad base of experience...your solid background ..."

Senior: "You'll have a wealth of experience ...an authority in...a leader in your field..."

It is, however, acceptable to treat job applicants differently because of their age if they are younger than 16.

INDIRECT DISCRIMINATION

Sometimes discrimination can occur indirectly – for example, choosing candidates based on hair colour may discriminate indirectly against a particular race. Indirect discrimination is permissible where it is for a good reason. For instance, work on Sundays may be a genuine job requirement, even though it will have the effect of discriminating against individuals of a certain religion.

Interviewer Bias

All interviews must be conducted in a fair and unbiased manner. Be mindful of these common interviewer biases and aim to limit them in all interactions with candidates.

- the primacy effect – when first impressions are overly significant and the interviewer makes up their mind about a candidate in the first couple of minutes;
- the halo effect – when a positive candidate attribute has such a significant impact that it influences the assessment of all other non-related criteria. For example, the candidate has a great sense of humour so the interviewers assess their client skills as being excellent, without gaining any hard evidence to support this;
- recruiting in one's own image – a very common interviewer trait is to prefer candidates who are similar to us. Similarity alone will not necessarily mean the candidate is the best person for the job;
- focus on the skills – it is all too easy to discount candidates for being nervous, shy, late to the interview etc. Always give candidates a fair chance to outline their ability to do the job; and
- focus on the facts – don't make assumptions or decisions about candidates on the basis of stereotypes.

The Privacy Act (1993)

The Privacy Act sets out 12 information privacy principles dealing with the collection, use and disclosure of personal information. The key points for you as an employer/manager to note are:

- collection of personal information should be made directly from the employee, which is most likely to happen when they join your organisation;
- you are required to make the employee aware of the fact the information is being collected, the purpose for which it is being collected and the intended recipients of the information;
- the personal information you collect must have a lawful and necessary purpose, relevant to your organisation/business activity. This is particularly important to remember when asking questions in recruitment interviews and via job application forms;
- you should ensure that the personal information of your employee(s) is stored in a secure manner. This includes all personal information, whether it is hard copy (e.g. personnel files) or soft copy (e.g. candidate or employee information retained on a computer database or file);

- a person generally has the right to access their own personal information;
- as an employer you should not ordinarily disclose personal information about your employees. There are two key exceptions to this; one is where the employee concerned authorises disclosure and the other is where the law requires it. If you do gain an employee's permission to disclose their personal information it is wise to get their agreement recorded in writing and signed; and
- as an employer you may not keep personal information for longer than is necessary.

APPENDIX 2:

Job description template

TITLE OF POSITION	
BUSINESS UNIT	
REPORTS TO	
DATE CREATED	
PURPOSE OF THE ROLE (Summarise the main purpose of the role in one or two sentences)	
<p>KEY RESPONSIBILITIES (There should be between five and 10 key areas of responsibility. Focus on WHAT is to be achieved rather than HOW it is achieved)</p> <p>Examples of key responsibilities are:</p> <ol style="list-style-type: none"> 1. Staff Management – to recruit and manage a high-calibre team of employees to enable achievement of the organisation’s goals 2. Business Planning and Budgeting – to prepare the annual business plan and team budget and regularly monitor and report on progress against these 3. 4. 5. 	
CORE CAPABILITIES Core capabilities are linked to our company values and are common to all roles at (your organisation’s name)	
<i>Delegations of Authority</i>	
Capital Expenditure	\$
Operational Expenditure	\$
Authorisation to Hire	
Authorised to sign Contracts	\$
<i>Responsible For:</i>	
No. of Staff	
Budget	\$
Revenue	\$
Gross Margin	\$
EBIT	\$

PROFESSIONAL & TECHNICAL CAPABILITIES			
List the learned skills required for competent job performance			
PROFESSIONAL:			
TECHNICAL:			
QUALIFICATIONS			
ESSENTIAL:			
PREFERRED:			
<input type="checkbox"/> Minor	<input type="checkbox"/> Routine	<input type="checkbox"/> Significant	
DECISION-MAKING			
Is the job holder required to allocate staff or implement budgets?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
What types of decisions are implemented?			
<input type="checkbox"/> Strictly Routine	<input type="checkbox"/> Semi Routine	<input type="checkbox"/> Routine	<input type="checkbox"/> Varied
What is the frequency of decision-making?			
<input type="checkbox"/> Few decisions, no great pressure.	<input type="checkbox"/> Frequent similar decisions, normal pressure.	<input type="checkbox"/> Frequent decisions, under variable but definite pressure peaks.	<input type="checkbox"/> Numerous and varied decisions taken under pressure/strict deadlines.

Manager's Signature: _____

HR Signature: _____

APPENDIX 3: Recruitment & interview guidelines

This appendix contains further information on the recruitment process and conducting interviews.

Recruitment Advertisements

Most recruitment advertisements are divided into five key sections as follows:

Job title:	use the same title as the job description
Section 1:	describe the organisation (in one or two sentences)
Section 2:	outline the major responsibilities and purpose of the role
Section 3:	define the level of skill and experience the role requires
Section 4:	detail benefits, rewards, training, etc
Section 5:	tell the candidate how and when to apply. E.g. please email your CV and covering letter to (name and email address of hiring manager) or send to (postal address) by (close off date).

Add the website address of your organisation here: www.xxxx.co.nz

Key points to remember when writing advertisements:

- use the information in the job description and ensure the ad accurately reflects the role;
- keep it simple and concise;
- aim to capture the interest and attention of your target audience;
- proof read all ads CAREFULLY and ensure another person does too;
- advertising for candidates on the basis of age, sex, , ethnicity or on any of the other grounds set out in Appendix 1 above is discriminatory and illegal; and
- take care to avoid indirect discrimination unless you have good reason (see Appendix 1).

Short-listing CVs

Screening applications is an important step in the recruitment process as it can avoid time wasted in interviewing unsuitable candidates. Before culling CVs, formulate your selection criteria for the role, namely the skills and experience required to do the job (refer to the job description). Distinguish between essential (must haves) and desirable (nice to have) criteria. You can then assess each candidate's skills and experience against these criteria.

Read the covering letter, completed application form and CV closely, as these documents provide useful information about a candidate. The aim is to select only the top few applicants to interview. What to look for when reviewing CVs:

- relevant level and type of job experience;
- education including degrees, diplomas and other credentials relevant to the role;
- career stability – frequent job changes can be of concern;
- gaps in employment history – review dates carefully;
- CV presentation – tidy, error-free presentation should be the norm; and
- achievements – e.g. awards, scholarships.

Select those candidates who have the level and type of experience you are recruiting for. Candidates who are over-qualified/experienced may not be challenged by the role. Those who are under-qualified/experienced may find it difficult to rise to the challenge, or require a great deal of training and assistance to become competent.

If a salary is quoted on a covering letter or CV which is higher than you expect to pay, don't automatically discount this candidate. You can discuss their realistic salary expectations, and what you are prepared to pay, prior to an interview. Candidates don't always make decisions on the basis of salary alone.

Once you have reviewed your applications they should fall into three main groups:

- the 'yes' group – suitably qualified applicants to interview;
- the 'maybes' – potentially qualified applicants who may be interviewed depending on the outcome of the above group; and
- the 'no' group – those applicants who are clearly not qualified for the role.

Preparation (before the interview)

10-MINUTE PRE-INTERVIEW CHECKLIST

1. KNOW THE JOB
 - a. What will the person actually do? Do you have a job description?
 - b. What are the qualifications needed?
2. KNOW THE ENVIRONMENT
 - a. What is the work environment like?
 - b. What kind of person does well here?
3. KNOW YOURSELF
 - a. What do you, the manager, offer?
 - b. What do you need in a candidate?
4. KNOW THE SECTOR
 - a. What does our organisation offer?
 - b. What are current sector constraints?
5. KNOW THE CANDIDATE
 - a. What are the qualities of the ideal candidate?
 - b. What is this candidate like? Get to know their CV.
6. PREPARE FOR ALL CANDIDATES
 - a. What questions will you ask the candidates? There are some sample questions in this appendix for you to use.
7. PREPARE FOR EACH CANDIDATE
 - a. Are strengths, weaknesses and unknowns established?
 - b. Are questions planned to cover them?
8. PREPARE FOR THE INTERVIEW
 - a. Are all arrangements made?
 - b. Are materials ready?

BE PREPARED FOR THESE QUESTIONS FROM THE CANDIDATE

1. Can you describe the culture here?
2. What do you like and not like about working here?
3. What is your style as a manager?
4. Why is this position open?
5. What is the biggest difficulty I would face in this job?
6. What is the pay range, when is pay reviewed?
7. Do you have opportunities for advancement, career development?

INTERVIEW ROOM SET-UP

The interview room must be:

- Private and free from distraction – off-site if need be
- An appropriate size
- Appropriate layout – comfortable chairs and a table, if possible
- Clean and tidy
- A comfortable temperature and well-lit, with access to tea, coffee and water

INTERVIEWERS' RESPONSIBILITY

- Clear their schedule and not be interrupted
- Turn off all phones
- Bring paper and pen for note-taking* and a watch/clock for keeping time
- Bring the CV (don't leave other candidate CVs or notes lying around for other candidates to see)
- Be appropriately dressed
- Be prepared with interview questions
- Understand their role in the interview panel
- Understand the job, the organisation and the candidate

*NOTE-TAKING

Let the candidate know that you will be taking notes throughout the interview. Notes will be useful later on when you are trying to remember who each candidate is and what they said. It is a skill to write, talk and pay attention to the interviewee all at the same time and takes practice. Note down relevant information in your own shorthand, don't attempt to copy the interview verbatim. The candidate may be entitled to ask for the interview notes at the end of the process, so be careful what you write. [As set out above, in some circumstances interview notes could be withheld as evaluative material-see section 29(1)(b) of the Privacy Act 1993].

Interview Structure – checklist

- Meet and greet – introduce the candidate to all members of interview panel and outline roles
- Offer tea, coffee, water and make the candidate comfortable
- Explain the interview process – e.g. time allocated, let them know you will take notes, invite them to ask questions
- Overview of the organisation – include information on the organisation's history, structure, mission and values
- Overview of the role – include information on reporting relationships, technical requirements, a typical day, expectations

- Ask the candidate to outline briefly their career history and relevant experience
- Ask structured questions around technical and behavioural competencies (see section below on structured interview questions)
- Clarify issues as required – e.g. gaps in career history, reasons for leaving previous jobs, why they applied for the role
- Discuss the culture and environment of the organisation – e.g. social events, work hours, computer facilities
- Discuss the benefits of joining the organisation – e.g. career progression, job satisfaction, training, remuneration and benefits package (often not until second interview stage)
- Allow the candidate to ask questions
- Close the interview – explain the next step in the process – e.g. when they can expect to hear back from you (be realistic with your timeframes and be true to your word), second interview, reference checking, who they can contact if they need to discuss anything
- Thank them for their time and see them out

TIMING OF INTERVIEWS

As a general guide, a first interview will take around 60 minutes. Therefore 90-minute intervals will provide an hour for the interview, and 15 minutes each side for preparation and follow up/summarising. It will also provide a buffer for overruns or unexpected delays. Conducting interviews is demanding. Most interviewers would find four to five interviews per day sufficient.

Sample Interview Questions

This section is the heart of the interview. It is here that you will probe for information about the candidate, such as: experience, knowledge and skills in relationship to the job.

Past performance is the best predictor of future performance so all interviews should use these sample questions that will help you to ask for information on past behaviours and performance.

Probing is a key element in successful interviews. Ask for details. If the candidate states that they were in charge of a project, you may want to probe for additional information such as:

- the scope of the project
- the actual responsibilities
- the number of people involved
- the budget,
- the outcome etc.

The following sample questions provide you with some options – DON'T USE ALL OF THESE QUESTIONS – select the most appropriate questions to suit the job, competency and skill requirements, your interview style, etc.

PREVIOUS EMPLOYMENT

1. Tell me about a typical day at your job – what do you do, who do you see?
2. What is the most frustrating thing about your current job?
3. What are your reasons for leaving your current position?
4. What are the routine responsibilities of your job?
5. What aspects of your current job are important to you? Why?
6. What is/was your most important contribution to your job/organisation?

MOTIVATION/SELF-MANAGEMENT

1. What does this job offer you that your current/previous one does not?
2. Why did you apply for this role?
3. What do you know about our organisation?
4. Why do you think you're a good candidate for this role?
5. You've seen the position description for this role – in what areas would you require development or support?
6. Tell me about a time when you set yourself a very challenging goal that required you to learn or improve a new skill. What problems did you encounter and how did you try to overcome them? What was the outcome?
7. Tell me about a time when you achieved a major success at work. What made it so special?

SELF-ASSESSMENT/GOALS

1. What assets (strengths) do you bring to this job?
2. What areas or weaknesses are you trying to improve?
3. What constructive criticisms did you receive from last supervisor/manager?
4. What are your career goals?
5. What did your last performance review reveal about you?
6. What kind of work/projects really challenge you?

SUPERVISOR/SUPERVISION

1. How would you describe your current supervisor/manager?
2. What are your manager's greatest strengths? Weaknesses?
3. Describe the qualities of the *best* manager you have worked for.
4. Describe the qualities of the *worst* manager you have worked for.
5. What do you consider essential in the supervision of people?
6. Tell me about a situation when you disagreed with someone in authority. What happened? What was the outcome?

LEADERSHIP/MANAGEMENT

1. How would you describe yourself as a manager? Your style?
2. What is your experience with staff management?
3. Describe a situation in which you created a vision for a team. What did you do to generate enthusiasm and commitment to that vision?
4. Tell me about your experience with recruitment, performance management, employment relations, staff development.
5. What experience have you had reporting monthly to a board or similar? What do you believe to be important considerations when reporting to a board?
6. Tell me about a time when you dealt with a team who were performing well below their potential. How did you manage their poor performance? What was the outcome? How did you ensure the team continued to perform successfully?

7. Tell me about a time when you had to persuade people to support a decision that you did not personally support. How did you persuade others to support the decision? What was the outcome?

INTERPERSONAL SKILLS & COMMUNICATION

1. Tell me about a conflict situation you were involved in at work? What was the conflict? How did you handle the conflict? What was the outcome?
2. What kind of people do you most enjoy working with?
3. What kind of people do you find difficult to work with?
4. Describe a situation when you had to use all the tact you could to resolve an issue. How did things work out?
5. What do you do to overcome any perceived barriers to communication?
6. How do you go about gaining the support of your peers? Tell me about a time when you did that. How did it go?

INITIATIVE

1. Describe a time when there were no established policies or procedures in place, but you had to take action.
2. Describe a time when you had to be persistent in order to reach work goals.
3. Tell me about a time when you had no formal authority to resolve a situation, but were able to influence the outcome.
4. Tell me about a time when you came up with an original idea at work. What was the idea? What happened?

DEALING WITH STRESS, DISTRACTIONS, CHALLENGES

1. Tell me about when you have been able to concentrate effectively on a task, amidst distraction.
2. Describe a high-stress situation you've been in where it was important for you to remain calm and maintain a positive attitude.
3. Describe a work experience that demonstrates your ability to organise multiple tasks.
4. What is the most difficult challenge you've faced in your current position? How did you overcome it?
5. Describe your ideal work environment.

RELATIONSHIP/STAKEHOLDER MANAGEMENT

1. How do you develop good rapport with stakeholders in your current job? How do you know you have a good rapport with stakeholders?
2. Tell me about a time you were asked to do something by a client/stakeholder that you disagreed with. What was the outcome?
3. Give me an example of a time when you developed effective relationships with stakeholders. Describe the process you used to develop and maintain that relationship.
4. If not from a similar industry – how would you go about developing relationships and building networks in this sector?

CUSTOMER SERVICE

1. Tell me about a time when you exceeded a customer's expectations. How did you determine their expectations? How did they respond?
2. Tell me about a time when you effectively dealt with a customer complaint. What was the outcome? What, if anything, would you do differently next time?
3. Tell me about a time when you had to deal with a difficult customer. Why were they difficult? What was the outcome? What, if anything, would you do differently next time?

CHANGE MANAGEMENT

1. Tell me about the latest change you implemented in the workplace that had a major effect on people you managed. How did you sell it to them? What was their reaction? How did you help the team maintain a feeling of stability through the change process? How effective was that?
2. Where do you get new ideas from?
3. How do you know whether a change is a good thing or just change for change's sake? How do you make that judgement?

PLANNING/ORGANISING

1. Do you consider yourself to be a goal setter? Tell me about a goal you set recently.
2. How do you manage your time? Is this effective? How do you manage conflicting priorities?
3. Tell me about a time when you anticipated future trends. What did you do? How successful was this?

COMMERCIAL ACUMEN

1. How would you rate your financial management skills? What are the important factors to consider when forecasting, managing cash-flow and controlling costs?
2. What do you think will be the main factors affecting our organisation (and/or the sector) commercially over the next three to five years?
3. Tell me about a time when you took responsibility for addressing a business opportunity you noticed. What was it? What was the outcome? Was it a success?

Verbal Reference Check and Guidelines

Prior to calling a referee ensure you have:

- sought the candidate's permission to do so;
- the candidate's CV to hand;
- complete privacy; and

Once you have made contact with the referee:

- introduce yourself and purpose of call;
- advise length of call and check they have time; and
- briefly describe the role for which you are recruiting.

SAMPLE QUESTIONS TO ASK:

1. How long did x work for your organisation? (to confirm dates on CV)
2. How long did x work for you?
3. What was their job title(s)?
4. Could you briefly outline their key responsibilities?
5. How would you describe their performance in the role?
6. What were their strengths?
7. What are their areas for further development?
8. What was your working relationship like as their manager?
9. How did they relate to the wider group of employees?
10. How did they relate to customers/clients?
11. What was (are) their reasons for leaving the organisation?
12. Given the chance would you re-employ the candidate in the future?
13. Is there anything else you would like to say in support (or otherwise) of this candidate?

Thank them for their time.

If you have any concerns about the candidate's ability to perform in the job, you can use the reference check to dig for more information. For example, if you are concerned about their ability to work autonomously, ask the referee for their view as to the candidate's ability in this area.

Interviewing Techniques

QUESTIONING

Try and use open and probing questions to encourage the candidate to open up and share information:

- Open questions – used when you want the candidate to open up and provide information. Such as *“tell me more about... give me an example of...describe a time in your career...summarise your career to date...”*
- Probing questions – allow you to dig for more information, particularly when you haven't got the answer you were looking for. Probing questions tend to start with why, how, when, what. As in *“why did you leave your last job...what was it about the job you didn't enjoy...how did you make the decision to resign...?”*

Avoid using closed and multiple questions:

- Closed questions – require the candidate to answer with a yes or no. Closed questions should only be used when you wish to clarify something. e.g. *“Did you finish your degree in sports management?”*
- Multiple questions – numerous questions asked at once. e.g. *“I'm interested in why you took a year off to travel, where did you go and what country did you enjoy the most? Candidates may have difficulty remembering all of the questions, as may you.*

The interview is your opportunity to find out as much as possible about the candidate, so give them every chance to talk. If you are doing all the talking, try asking more open and probing questions. A good question to ask near the end of the interview may be *“is there anything we haven't covered in the interview that you feel is important for us to know?”*

Remember to give the candidate sufficient time to answer questions. Don't feel the need to fill silences. The candidate may simply need time to formulate an answer or ask you to re-phrase the question.

LISTENING

- Show active listening by using positive body language (eye-contact, lean toward candidate, nod, smile) and making interested noises (ah hah, yes, I see) will encourage the candidate to open up.
- Conversely, clicking your pen and looking out the window will have the opposite effect.

BODY LANGUAGE

- Be aware of your own body language during the interview.
- Sending positive signals (a warm handshake, good eye-contact, leaning slightly forward to show interest, maintaining an open posture – don't sit back in chair with arms folded) will help to relax the candidate and encourage communication.
- Consider also the candidate's body-language. Flushed cheeks and neck, shaking, fidgeting and shortness of breath are all signs of nervousness.

MANAGING THE CANDIDATE

- If the candidate is nervous, try and put them at ease by asking them a few simple questions about themselves first. Let them get used to the sound of their own voice. Allow them time to answer questions or give them clearer examples.
- It is your responsibility to keep to the interview timeframe. Keep to the topic and ensure the candidate does too.
- Treat all candidates with respect and give them the benefit of a fair hearing. Don't make up your mind about a candidate early on and then look for a way to wind up the interview within 15 minutes.

MANAGING YOURSELF

- If you are nervous, follow your interview structure and refer to your structured questions. Rely on the support of your fellow interviewers and know that the candidate will feel more nervous than you.
- You are in a position of power when interviewing; don't abuse it.
- Encourage the candidate to do the lion's share of the talking (and make sure it is relevant). You are gathering information.
- Be prepared.
- Be realistic about the role at all times – don't undersell or oversell the role. Tell it like it is.

Sample letter – for a candidate who is not short-listed

{Name}
{Address}
{City}

{Today's Date}

Dear {name}

Re: Application for position {job title}

Thank you for your application for the above position. Due to the high calibre of candidates who applied for this role, I regret to advise you have been unsuccessful on this occasion. I wish you all the best for the future and thanks again for your interest in {organisation's name}.

Yours faithfully

Chief Executive

Sample letter – for a short-listed candidate (interviewed and unsuccessful)

{Name}
{Address}
{City}

{Today's Date}

Dear {name}

Re: Application for position of {job title}

Thank you for attending interviews for the above position. I / we enjoyed meeting with you.

As discussed with you, unfortunately we are unable to offer you the position on this occasion. We would, however, like to retain your CV in the event a position becomes available in future. Please advise if you would prefer us to return it to you.

I wish you all the best for the future and thanks again for your interest in {organisation's name}.

Yours faithfully

Chief Executive

Application Form

Applications close on [date] at [time] and should be forwarded to the [name] via e-mail to [email address] or posted to [postal address].

Note – The short-listing decision will be made on the information received on this application form. CVs will reaffirm information but will not replace this form.

Personal Details:

Full name:	
Contact address:	
Phone numbers:	
Mobile:	
Email:	
Current driver's licence type:	

Academic Qualifications

(Please attach a copy of your Academic Transcript if available or copies of appropriate qualifications).

Year Completed	Qualification	University or Polytech	Subject Major

Other Qualifications/Professional Memberships relevant to the position:

--

Residency/Citizenship:

Are you legally entitled to work in New Zealand?	Yes		No	
If you are legally entitled to work because you have a permit please indicate when that permit expires. If successful with your application we will request a copy of your work permit.	Expiry Date			

Salary Expectation for this position:

--

Recent Employment Experience:

Current/most recent employer:	
Position held:	
Nature of business:	
Notice period required:	
Period of employment/ dates:	
Reason for leaving or wanting to leave:	

Duties/tasks relevant to position:

--

Employment History – Chronological order after most recent:

Employer:	
Position held:	
Nature of business:	
Period of employment/ dates:	
Reason for leaving:	

Duties/tasks relevant to position:

--

(Repeat above on another sheet if necessary)

Please explain any gaps in employment history (for example: full-time study, travel, family commitments, etc):

Provide details of computer experience/knowledge, etc. and names of various applications/packages used and/or competent with:

Referees

Referee Name (1):	
Current position:	
Relationship:	
Company/Organisation:	
Contact number:	
Mobile or evening number if appropriate:	
Referee Name (2):	
Current position:	
Relationship:	
Company/Organisation:	
Contact number:	
Mobile or evening number if appropriate:	

Have you ever been charged or convicted of a criminal or serious driving offence? Yes/No (this question should not be read as requiring you to disclose convictions that you have the right not to disclose in accordance with the Criminal Records (Clean Slate) Act 2004).

If yes please give details:

Have you ever suffered from a significant injury or illness that would inhibit you from carrying out the position successfully? Yes/No. If yes please give details:

The Privacy Act 1993

The information you supply on this form, together with any CV and other information provided with your application, will be used to assess your suitability for employment. If you do not provide complete and accurate information, your application is likely to be disregarded. If your application is successful, this information will be held in our personnel files and retained for ongoing employment use. No information will be disclosed to third parties without your authorisation, except as required by law or where we consider disclosure is necessary for purposes connected with your employment. If you are unsuccessful, we will not retain the information without your authorisation. You have the right to view your personal information held by [organisation's name] and may request for it to be corrected if necessary.

Acknowledgement and consent

I have read the above Privacy Act statement. I authorise [organisation's name] to collect and disclose personal information about me and from me as is necessary for the purposes set out in the above statement. I also authorise [organisation's name] to use the information that I have provided, should I be appointed, for any purposes connected with my employment.

I confirm that the information provided in this application form and in any supporting documents or verbally provided as part of my application is accurate and correct and no material information has been omitted. I understand that any incorrect, misleading or omitted information may disqualify me for appointment, or if I am appointed, may lead to the termination of my employment.

I also authorise [organisation's name] to contact the above individuals, who I nominate as my referees for the purposes of my application for the [title] position.

Signed: _____

Date: _____

APPENDIX 4: Remuneration & benefits guidelines

This appendix outlines the steps to follow when deciding an employee's starting salary and at salary review time.

Determining an employee's starting salary

- *Review the job description* – this will outline the skills, knowledge, experience required to do the job and can help you to assess the internal and external value of the role.
- *Set a salary range for the role* – you will need to determine what the role is worth and this would normally be expressed as a salary range e.g. \$30,000 to \$45,000.

Once you've decided on your preferred applicant and gathered all appropriate data as outlined below, you must then decide where they sit in this salary range.

For example, the mid-point of this \$30,000 to \$45,000 salary range is \$37,500. The table below outlines where in this range a new employee might sit, compared to someone who is competent in the role or a high performer.

Lower quartile	Mid-point	Upper quartile
\$30,000	\$37,500	\$45,000
Inexperienced in the role and needs to develop	Competent performer who knows the role	Experienced, high performer

Generally speaking, a new employee would be paid at the lower end of the range to reflect their relative inexperience in the role. This also gives you room to move at their first salary review, once you have a better fix on their actual level of performance.

There may be occasions where you have to pay at the median or upper level of the salary range to attract the best person. If you find yourself having to appoint someone at the top of the range, however, ask yourself whether that person is actually over-skilled for the role!

- *Review remuneration and policy guidelines* – refer to your own remuneration policy to ensure you work within its parameters. For example, if your policy states you pay competitive market rates, then make sure you are familiar with what the market rates are.
- *Applicant's previous salary and salary expectations* – during the interview process you may have gained an indication of the employee's salary in their previous role and their salary expectations for the new role. This information is invaluable in helping you to pitch the offer at the right level.
- **Note** – if their expectations are higher than your budget, consider if they are overqualified for the role. If not, and you think they are the best person for the job, discuss this with them to see if they are willing to negotiate. Not everyone is motivated by money and you may be able to offer them other benefits including career opportunities and job satisfaction.
- *Applicant's skills, experience and expected contribution to the role* – you will have gained a good understanding of these things through the interview process. This information will play a large part in deciding where they fit in the salary range.

- *Salary-survey data* – you need reliable and up-to-date information on pay and benefits to ensure your remuneration packages are competitive with the marketplace. SPARC holds up-to-date salary-survey information relevant to the sporting sector, and you can contact them directly for access to this information.
- *External market factors* – conduct your own investigations about what the market is paying, e.g. job advertisements sometimes include salaries, some recruitment agencies publish free salary information, articles in the media provide information and even word of mouth. **All of these sources should be treated with a degree of caution, however, as the validity of the information is uncertain.**
- *Internal market factors (internal relativities)* – you must consider internal relativities when deciding on salary levels. This means looking at what existing employees in similar roles are paid and where possible paying within range of this. There is benefit in ensuring you apply a fair and consistent approach to paying your employees in relation to the internal **and** the external market.
- *Difficulty filling the role* – the competition for skilled performers is high. This may mean you have difficulty filling a role you are recruiting for. There may therefore be occasions when (as a result of supply and demand factors) you need to pay more to attract the person with the right skills and attributes.

Determining salary levels for existing employees – i.e. the remuneration review process

- *Determine your salary budget* – i.e. what is your overall percentage increase budget for your employees or team? This would normally be set as part of your annual budgeting process and will be linked to the financial performance of your organisation and its ability to pay.

Where possible, survey data should be sourced at this time to help you ascertain remuneration movements over the past 12 months and forecasted movements for the next 12 months. This will act as a guide when setting your remuneration budget.

- *Conduct performance reviews* – assessing a person's performance in relation to the requirements of their job description, and related goals and objectives, will help you to determine their overall performance in the job (e.g. needs improvement, competent or superior performer). This information will help you decide where he/ she should sit in the **base salary range**.

Reviewing performance against objectives set in the Performance Review (those things which are over and above the day-to-day tasks) will help you to decide whether an employee is entitled to an element of **variable pay**.

- *Review the remuneration history of your employees to see what increases and bonuses they received last year* – you should aim to make fair and consistent decisions about salary and bonuses. For example, it will be confusing for your employees if you pay them a substantial salary increase and bonus one year for average performance, and a small increase and bonus for a year when their performance was excellent. Knowing your employee's salary history (and the rationale behind decisions made) will help to implement consistency.
- *Review available salary data to ascertain the external market value for the role* – this may include salary survey data, your knowledge of what the market is paying and feedback from employees (take this with a grain of salt as employees will always find the person in the market who is paid more than them!).
- *Consider the internal market and salaries paid for comparable roles* – look within your organisation (and/or to other organisations if possible) to see what similar roles are paid.

- *Decide how you will apportion your salary budget* – this will depend on a number of factors including:
 - Where the employee is currently positioned in the salary range, e.g. if already at the top of the range do you pay them more or hold them at the same level?
 - Where are they positioned in relation to the internal and external market?
 - How has the person performed?
 - How important is it to retain the employee?

Use your available salary budget to its best effect by rewarding those who have contributed. For example, an employee who is performing very well in a critical role but is underpaid in relation to the market should receive a more generous percentage increase than someone who is performing poorly, but is paid near the top of the market (perhaps because they have been in the role a long time and have received annual increments).

- *Decide on how you will apportion any budget for variable pay* – assess your employee's achievement of objectives and decide if a performance-based payment is warranted. Before allocating variable pay you should be satisfied that the employee has delivered and your organisation has benefited.
- *Agree and gain sign-off on increases with appropriate person/people* – before communicating any salary increases (or otherwise) you must gain the required sign-off for your decisions.
- *Communicate increases (or otherwise) to your employee* – communicate the salary information to your employee in person and follow up with a letter.

Personally communicating a salary increase is a great way to:

- reinforce to the person the reasons they received the increase/decrease; and
- give them a chance to ask questions/give feedback (positive or negative).

If you know an employee is not going to be happy with their salary review, it's tempting to avoid confrontation by sending them a letter rather than having an open discussion. Realistically though, most people would rather be given the chance to discuss the issues, and understand what they can do to potentially receive an increase in future.

- *Ensure paperwork is completed and payroll advised of the amount and effective date* – an administrative task that should not be overlooked!

APPENDIX 5:

Making an offer of employment

Sample covering letter – Offer of employment

{Date}

[name of successful applicant]

[address]

Dear { }

We are pleased to confirm our offer of employment to you for the role of {title} at {location}. You will report to {manager's name} who is the {title}.

Your role will encompass {brief role description}.

The salary for this position will be {\$ } per annum, and your remuneration package will be made up as follows:

Salary \$

Benefits \$

Total Remuneration \$

Salaries are reviewed annually on {date}, and therefore your first salary review will occur at that time. We will take into account your performance in the role, as well as other relevant salary information including internal and external market factors. We also operate a discretionary bonus scheme based on {e.g. company profit} and we are happy to discuss this further with you. Bonus decisions are made annually on {date}.

We attach our {staff handbook/employment agreement} which sets out the terms and conditions of your employment with us. Please take the opportunity to seek independent advice on our offer. Please also feel free to contact me if you wish to discuss any aspect of this offer.

If this offer of employment is accepted, you will be automatically enrolled into the KiwiSaver retirement savings scheme. We attach an information pack prepared by the IRD explaining KiwiSaver. If this offer of employment is accepted and you commence work on {date}, your first KiwiSaver contribution (at your chosen rate of 2%, 4% or 8% of your total gross remuneration) will be deducted from your first pay on {date}.

You may opt out of KiwiSaver, by completing the 'opt-out' notice form in the information pack and providing that to the IRD or to {designated person} between day 14 and day 56 of your employment.

If you join KiwiSaver we will make an employer contribution equivalent to 2% of your total gross remuneration to your KiwiSaver scheme.

If you choose to accept this offer please sign and date the attached copy of this letter and return it to me. Please also confirm your start date which we anticipate will be {date} as discussed previously with you. If this date does not suit, please feel free to contact me to discuss an alternative.

We look forward to working with you.

Yours sincerely

{Your Name}

{Your Title}

{Your Contact Details}

We look forward to working with you.

Yours sincerely

{Your Name}

{Your Title}

(Your Contact Details)

I, [name of successful applicant], confirm that I have read the terms and conditions of employment set out in this letter and in the attached individual employment agreement, that I fully understand them and their implications, that I have had a reasonable opportunity to seek independent advice about them, and that I now accept the offer of employment.

_____ Date:
[name of successful applicant]

Sample – Individual Employment Agreement

{insert company name and logo}

PARTIES

BETWEEN {Company Name} ('{Company Name}', 'us', 'our', 'we')

AND [name] (the 'Employee', 'you', 'your')

1.0 POSITION

- 1.1 You will be employed in the position of []. You agree to perform all duties as reasonably directed by {employer name}, and as set out in the position description attached as Schedule 1 to this agreement.
- 1.2 After consultation with you, we may reasonably vary your responsibilities and duties to suit the needs of {employer name}.
- 1.3 You shall report to [], and will be based in {city}. From time to time, some travel may be required to fulfil the duties and responsibilities of your position. We may also make reasonable changes to the base location following consultation with you.

2.0 TERM OF EMPLOYMENT

- 2.1 This agreement will commence on {date} and will continue in force until terminated by either party in accordance with this agreement.

3.0 PROBATIONARY PERIOD {OPTIONAL – CAN LEAVE OUT ALTOGETHER OR CHOOSE BETWEEN PROBATIONARY PERIOD AND TRIAL PERIOD CLAUSE BELOW}

- 3.1 This agreement includes a probationary period of {insert duration} months to allow us to determine whether you are suited to the position. We will provide you with guidance and feedback during this period.
- 3.2 During or at the end of this period either party may terminate this agreement by giving the other party {amount of notice} notice of termination. If you remain employed at the end of the probationary period we may:

- (a) confirm you in the position; or
 - (b) elect to terminate this agreement by providing **{amount of notice}** notice of termination; or
 - (c) extend the probationary period for a reasonable period to allow us to assess further whether you are suited for the position.
- 3.3 For the avoidance of doubt, this clause does not prevent us terminating your employment summarily if you engage in serious misconduct.

3.0 TRIAL PERIOD {OPTIONAL – CAN LEAVE OUT ALTOGETHER OR CHOOSE BETWEEN PROBATIONARY PERIOD ABOVE AND TRIAL PERIOD CLAUSE}

- 3.1 You will be employed initially for a trial period of **{specify number of days, not exceeding 90}** days commencing on **{date, same as clause 2.1}** and ending on {date}.
- 3.2 Consistent with sections 67A and 67B of the Employment Relations Act 2000, we may terminate your employment:
- (a) Without notice for serious misconduct at any time during the trial period; or
 - (b) By giving you **{number}** weeks' notice (or making payment in lieu of some or all of that notice period) at any time during the trial period,
- and you will not be entitled to bring a personal grievance or other legal proceedings in respect of the termination.
- 3.3 The provisions below relating to termination do not apply to termination during this trial period.

4.0 YOUR GENERAL RESPONSIBILITIES

- 4.1 During the term of this agreement you shall:
- (a) honestly, diligently, competently, and in good faith fulfil your duties and responsibilities;
 - (b) use your best endeavours to promote and protect {company name}'s interests;
 - (c) be responsible for discharging your duties and responsibilities at all times during your hours of work;
 - (d) where appropriate, exercise the rights and powers conferred upon you by any enactment or delegated to you;
 - (e) comply with all statutory obligations imposed upon you or {company name};
 - (f) do all such incidental things consistent with or reasonably necessary for the proper performance of your duties and responsibilities;
 - (g) carry out and comply with all reasonable and lawful directions; and
 - (h) maintain high standards of conduct and integrity appropriate for a national sporting and recreation organisation.

5.0 GOOD EMPLOYER

- 5.1 During the term of this agreement {company name} shall act in good faith and as a good employer in all of our dealings with you.
- 5.2 For the purposes of this agreement a good employer is an employer who treats employees fairly and reasonably in all aspects of their employment.
- 5.3 We may offer to support you in your personal and professional development where this is relevant to your role and may fix the terms and conditions of any such support.

6.0 HOURS OF WORK

- 6.1 Your normal hours of work will be: **{strike out either (a) or (b) as necessary}**
- (a) the normal office hours of {company name} (between [time] to [time] from [day] to [day] inclusive, being [x] hours per week) and, in addition, such other times as may reasonably be required by {company name} having regard to the duties and responsibilities of the position; or
 - (b) **{insert the expected hours of work}** and, in addition, such other times as may reasonably be required by {company name} having regard to the duties and responsibilities of the position.
- 6.2 We may make reasonable changes to your normal hours of work, following consultation with you.
- 6.3 You are entitled to an unpaid meal break of **{insert}** which is to be taken at a convenient time appointed by us. A break of {insert} minutes morning and afternoon shall be allowed for refreshments and must be taken at a convenient time appointed by us.

7.0 REMUNERATION AND EXPENSES

- 7.1 Your salary shall be \$[] gross per annum **{or delete as applicable}** you shall be remunerated at a wage rate of \$[] per hour, payable to your nominated bank account (minus tax and any other lawful deductions) in equal [monthly/fortnightly] instalments.
- 7.2 We will supply you with written details showing how your salary is **{delete as applicable}** wages are compiled on your request or when there is a change to your remuneration (e.g. following a review).
- 7.3 We shall review your salary on an annual basis, around the time of your performance review. Any salary increase remains solely at our discretion.
- 7.4 **{optional clause - Bonuses}****{Note that if a bonus is paid it may have to be factored into subsequent holiday pay payments, depending on whether the bonus is discretionary. If the bonus is discretionary, you need not factor it into the calculation of holiday pay. For example, if you can choose not to pay any bonus, even if the employee and the organisation have performed really well, you need not factor any bonus awarded into holiday pay. However, if you have agreed to pay a bonus depending on the employee's or the organisation's performance, the bonus is not discretionary and any bonus paid has to be factored into subsequent holiday pay payments}**
- {For a discretionary bonus}** In addition, bonuses may be awarded from time to time at our discretion. We may set performance or other criteria to help determine whether and how much of a bonus should be paid. However, because the bonus is discretionary, these criteria are a guide only and we may decide to not pay a bonus or to apply different criteria where we consider that to be in the best interests of the organisation.
- {OR, if there is a policy in place}** In addition, bonuses may be awarded from time to time in accordance with our bonus policy.
- 7.5 The remuneration received by you pursuant to this agreement shall be deemed to compensate you fully for all time worked and all duties and responsibilities performed under this agreement.
- 7.6 You will be reimbursed for actual and reasonable expenses properly incurred whilst on agreed {company name} business, provided that you obtain consent in advance of incurring such expenses and promptly provide {company name} with written receipts.

8.0 DEDUCTIONS

- 8.1 Where any money is owed by you to us (including any overpayment) during your employment or upon termination of your employment we may deduct that money owed from your pay. We will give you written notice of the deduction and the reason for it.

9.0 PERFORMANCE REVIEW

- 9.1 We shall prepare an annual Performance Agreement with you that details:
- (a) the objectives of your position for that year; and
 - (b) the process and criteria by which your performance is to be assessed for that year.
- 9.2 The Performance Agreement shall relate to the duties and responsibilities that reasonably attach to your position.
- 9.3 Our decision on the contents of any Performance Agreement shall be final, but we will consult with you on the contents of the Performance Agreement, and consider your views before finalising the Performance Agreement.
- 9.4 We will, from time to time, review, either generally or in respect of any particular matter, your performance in carrying out the duties and responsibilities of the position.
- 9.5 In reviewing your performance we shall, in addition to any other relevant matters, take into account your Performance Agreement.

10.0 HOLIDAYS AND LEAVE

- 10.1 You are entitled to holidays and leave in accordance with the Holidays Act 2003. The following clauses summarise some of the main entitlements. We are happy to answer any questions you might have about your entitlements. For more information you can contact the Department of Labour on its Employment Relations Infoline, 0800 800 863, or you may want to visit the Department's website, www.ers.dol.govt.nz. If you are a union member you may also want to contact your union.
- 10.2 To the extent that entitlements under the Holidays Act 2003 change, we may change the following provisions in line with any changes to the Holidays Act amendments, following consultation with you.

11.0 ANNUAL HOLIDAYS

Entitlement

- 11.1 After completing 12 months' continuous employment, you are entitled to four weeks' annual holidays in accordance with the provisions of the Holidays Act 2003. Note that 'week' means your ordinary working week.
- 11.2 You will be paid for annual holidays when you take your holiday, in accordance with your normal pay cycle.

When annual holidays should be taken

- 11.3 Where you wish to take annual holidays, you are required to provide a minimum of two weeks' notice in advance to us requesting leave on specific dates.
- 11.4 Generally, we will try to accommodate your requests for annual holidays and seek mutual agreement as to when you will take your annual holidays.
- 11.5 Where we are unable to agree mutually when annual holidays will be taken, or if we have an annual closedown period, we may require that you take annual holidays by giving you 14 days' notice in writing.
- 11.6 It is important that you be refreshed and relaxed, so we encourage you to use all or most of your holiday entitlement each year

- 11.7 On termination of this agreement, we will pay any outstanding annual holidays owed to you in your final pay.

{optional clause} Cashing up some of your annual holidays

- 11.8 The Holidays Act allows up to one week of annual holidays to be cashed up each year if an employee requests in writing that they be cashed up and the employer agrees. **{Either}** However, our policy currently is that we will not agree to our employees cashing up any of their annual holidays, as we prefer that they have a full four weeks of holidays available. **{OR}** Currently, we have a policy that enables annual holidays to be cashed up where we consider that to be appropriate. The policy provides guidance on making a request, and the types of situations in which we are likely to agree or not agree to a request.

12.0 PUBLIC HOLIDAYS

- 12.1 In addition to annual holidays, you are entitled to public holidays in accordance with the Holidays Act 2003. You are entitled to a day off on your relevant daily pay where a public holiday falls on a day that would otherwise be a working day for you.
- 12.2 We may require you to work on a public holiday if the public holiday would otherwise be a working day for you. We will consult with you, where practicable, if we anticipate that you will be required to work on a public holiday.
- 12.3 If we expressly require or approve your working on a public holiday, you shall be paid at the rate of time and a half for time actually worked on that day. In addition, if the day would otherwise be a working day for you, an alternative holiday shall accrue to be taken at a mutually agreed time.

{optional clause} Transferring public holidays

- 12.4 The Holidays Act allows a public holiday to be transferred to another day if an employee requests in writing that it be transferred and the employer agrees. **{Either}** However, our policy currently is that we will not agree to employees transferring a public holiday to another day, as we prefer our employees to celebrate public holidays on the same day as most other people in the community. **{OR}** Currently, we have a policy that enables public holidays to be transferred where we consider that to be appropriate. The policy provides guidance on making a request, and the types of situations in which we are likely to agree or not agree to a request.

13.0 SICK LEAVE

- 13.1 After completing six months' continuous employment, you are entitled to five days' sick leave per annum in accordance with the Holidays Act 2003. Sick leave can be used when you are sick or injured, or where your spouse, partner or a dependent person (such as a child or elderly parent) is sick or injured and needs care.
- 13.2 Up to 15 days' sick leave may be carried over from one year to the next up to a maximum of 20 days' current entitlement at any one time.
- 13.3 We may require that you provide us with a medical certificate if you take sick leave and:
- (a) you have been sick or injured for three or more consecutive days (this will be at your cost); or
 - (b) you have used more sick leave than you are entitled to under the Holidays Act (this will be at your cost); or
 - (c) we otherwise want you to provide us with a medical certificate to support your sick leave. In this instance, we will inform you as soon as possible of the need for a medical certificate, and will meet your reasonable expenses in obtaining that.

- 13.4 In addition, where we have concerns about your fitness for work, we may request that you consult or be examined by one or more health professionals nominated or approved by us, at our cost, to provide advice to both parties about your health and fitness for work, and to suggest ways of managing your illness, injury or condition while at work. We may make this a condition of your remaining at work or returning to work from sick leave.

14.0 BEREAVEMENT LEAVE

- 14.1 After six months' continuous employment, you are entitled to take up to three days' paid bereavement leave (either together or separately) for any purpose genuinely relating to the death of your spouse or partner, parent, child, sibling, grandparent, grandchild or your spouse's or partner's parent, in accordance with the Holidays Act 2003.

- 14.2 In addition, you may be entitled to one day's bereavement leave on the death of any other person. In deciding whether you have suffered a bereavement, we will take into account the following factors:

- (a) the closeness of the association between you and the deceased person;
- (b) whether you have to take significant responsibility for all or any of the arrangements for ceremonies relating to the death; and
- (c) any cultural responsibilities you may have in relation to the death.

15.0 PARENTAL LEAVE

- 15.1 The provisions of the Parental Leave and Employment Protection Act 1987 apply to this agreement.

16.0 {OPTIONAL CLAUSE} JURY SERVICE

- 16.1 If you are required to attend jury service, we will pay you for each day's jury service at an amount being the difference between your relevant daily pay and any payment that you receive for attending jury service, for a maximum of {number} days. You agree that we may request that you be excused from jury service to meet business demands.

17.0 HEALTH AND SAFETY

- 17.1 We will provide you with a safe working environment in accordance with the Health and Safety in Employment Act 1992.

- 17.2 In order to establish and maintain good and safe working conditions, we will formulate, with the assistance of employees, a set of policy guidelines to ensure that high standards of health and safety are maintained in the workplace.

- 17.3 You shall comply with our health and safety policies as varied from time to time and observe appropriate practices with respect to health and safety, including when working on or at client sites.

18.0 PROPERTY

- 18.1 Upon the termination of this agreement, or upon request, you shall immediately deliver to us any property of ours including keys and swipe cards that may be in your possession or under your control. If you fail to comply with this clause, we may (without limiting our other options) deduct the replacement value of the property from any money we owe you.

19.0 POLICIES AND PROCEDURES

- 19.1 You shall comply with all of our procedures or policies in place and as amended from time to time.

20.0 CONFIDENTIALITY

- 20.1 You agree that you will not at any time, whether during the term of this agreement or after your employment has terminated, disclose to any person any confidential information you obtain during your employment with us, except:
- (a) for the purposes of obtaining legal or financial advice; or
 - (b) if such information is in the public domain, other than due to a breach of this clause by you; or
 - (c) as otherwise required by law.
- 20.2 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, and whether held electronically or otherwise, made or acquired by you in the course of your employment shall be and shall remain the property of {company name} and must be returned to us on termination of your employment, or upon request.
- 20.3 For the purposes of this agreement, 'confidential information' includes, but is not limited to:
- (a) any information not known generally outside our business that relates to any of our business affairs, finances, trade secrets, intellectual property, related companies (as that term is defined in the Companies Act 1993), employees, contractors or customers;
 - (b) {specify any particular confidential information of concern}; and
 - (c) the terms of this agreement.
- 20.4 You shall not make any comment or statement (whether or not in writing) about {company name} or any of its activities to the media without the prior approval of the Chief Executive Officer..

21.0 OWNERSHIP OF WORK

- 21.1 Any intellectual property (including any copyright work) created in the course of your employment will belong to us from the time that the intellectual property is created.
- 21.2 You waive all moral rights in any copyright work covered by this clause.
- 21.3 You agree at our request (and our cost) to complete and sign any documents and do anything else that we consider necessary to ensure that these intellectual property rights are vested in us.
- 21.4 These intellectual property provisions will continue to apply after termination of our employment relationship and regardless of any dispute.

22.0 SECONDARY EMPLOYMENT

- 22.1 Unless otherwise agreed in writing, you must work exclusively for us throughout the term of your employment and not directly or indirectly be engaged in any other employment, work or business for which you receive payment..

23.0 CONFLICT OF INTEREST

- 23.1 You shall disclose to us, in writing, all interests of you and of your immediate family which may conflict with our interests. You shall make the first declaration of such interests on signing this agreement and thereafter at our request, or upon becoming aware of any interest of yours or of your immediate family that may conflict with our interests. You agree to take such steps as we may reasonably require to resolve or manage any such conflict.
- 23.2 Without our prior approval you shall not engage in any activity, paid or unpaid, which impinges upon or is likely to impinge upon, the proper performance of your duties and responsibilities under this agreement.
- 23.3 If we form the opinion that any activity engaged in or about to be engaged in by you impinges upon, or is reasonably likely to impinge upon, the proper performance of your duties and responsibilities under this agreement, we may, after considering any comments from you, direct you to cease or refrain from such activity and you shall act accordingly.

24.0 TERMINATION OF EMPLOYMENT

- 24.1 This agreement may be terminated at any time by either party giving not less than four weeks' written notice of termination to the other party. We may choose to pay you in lieu of you working some or all of that notice period.
- 24.2 **{Optional clause}** Where we consider it necessary to protect our interests, we may require that you go on 'garden leave' for all or any part of any notice period. During any period of garden leave, we are not obliged to provide you with work and may require you to stay away from the workplace and not to communicate with our employees, stakeholders or athletes. We may also require you to:
- (a) attend the workplace for specified periods;
 - (b) undertake specified tasks; and
 - (c) provide us with information or assistance as we consider appropriate.
- Serious misconduct**
- 24.2 Notwithstanding the clause above, if you engage in serious misconduct we shall be entitled to terminate your employment summarily (without notice).
- 24.3 'Serious misconduct' shall include (but not be limited to):
- (a) any material breach of the terms of this agreement;
 - (b) any dishonesty or theft;
 - (c) any situation where you behave in a manner likely to bring you, or {company name}, into disrepute;
 - (d) falsification of {company name}'s records;
 - (e) wilful damage of our property;
 - (f) unauthorised absence from work;
 - (g) any acts of violence, threatened violence or harassment (including sexual harassment) against another employee, contractor, customer or potential customer of {company name} whilst in the course of your employment;
 - (h) being drunk or using, or being in possession of, illegal substances or drugs whilst in the course of your employment;
 - (i) wrongfully disclosing confidential information;
 - (j) any misrepresentation (express or by omission) during the recruitment process; or
 - (k) the inappropriate use of electronic media, including computers and the internet.

Suspension

- 24.4 If it is alleged that you have engaged in misconduct or serious misconduct, we may, after consulting you, suspend you pending the outcome of any investigation by us into that alleged misconduct or serious misconduct. Normally, any suspension will be on full pay. However, in circumstances where the suspension has been or is likely to be prolonged (for instance where there is an intervening criminal investigation, or where you fail or are unable to take full part in the investigation process) we may, again after consulting you, suspend you without pay.

Termination for incapacity

- 24.5 We may terminate your employment on notice (above) by reason of incapacity if we consider, on reasonable grounds, that you are no longer able, as a result of mental or physical illness, injury or impairment, to perform properly your duties and responsibilities under this agreement. Without limiting this clause, we may terminate your employment if you are unable to perform properly your duties and responsibilities for a continuous period of **{time period e.g. six weeks}** or for periods cumulatively totalling **{time period e.g. three months}** in any twelve month period.
- 24.6 Before terminating your employment for this reason, we may request that you consult or be examined by one or more health professionals nominated or approved by us, at our cost, to provide advice to both parties about your health and fitness for work, and to suggest ways of managing your illness, injury, impairment, or condition on returning to work. We may make this a condition of your returning to work. We may also take into account any other relevant information you care to provide, including other professional advice. If you choose not to consult or be examined by a health professional as requested, we may make our decision based on the information available, and draw whatever inferences are appropriate and reasonable in the circumstances.

Redundancy

- 24.7 We may terminate your employment for redundancy, in which case the redundancy provisions of this agreement will apply.

Abandonment of employment

- 24.8 If you are absent from work for a period exceeding three consecutive working days without notifying us, you will be deemed to have terminated your employment without notice. We will endeavour to contact you before relying on this clause.

Termination for other reasons

- 24.9 We may terminate your employment on notice (above) for other reasons, including (but not limited to) misconduct, poor performance, incompatibility, conflict of interest or a breakdown in trust and confidence.

25.0 REDUNDANCY

- 25.1 We may terminate your employment for redundancy if your position becomes surplus to our needs, as we see those.
- 25.2 If we believe your position may become surplus, we will consult with you prior to deciding whether or not to disestablish the position.
- 25.3 If your position is made redundant, we will provide you with four weeks' notice of termination, some or all of which we may pay in lieu. This notice period is in place of and not in addition to the notice period set out above. You shall not be entitled to redundancy compensation.

26.0 TRANSFER OF BUSINESS

Restructuring

26.1 In the event that our business undergoes a restructuring (as defined in section 690I of the Employment Relations Act 2000), being:

- (a) entering into a contract or arrangement under which our business (or part of it) is undertaken by another person (the new employer); or
- (b) the sale or transfer of our business (or part of it) to another person (the new employer),

then the employee protection provisions below will apply.

26.2 A restructuring does not include situations where:

- (a) a contract or arrangement under which we carry out work on behalf of another person is terminated; or
- (c) any contract or arrangement for sale or transfer is entered into, made or concluded after {employer name} has been adjudged bankrupt or is in receivership or liquidation.

Negotiation with new employer

26.3 In the event of a restructuring which will affect your continued employment with us, we will meet with the new employer to discuss the possibility of you (and other employees) being employed by the new employer.

26.4 We will negotiate with the new employer to determine the following matters:

- (a) whether you will be offered employment by the new employer and if so, on what terms (including whether you will be offered the same terms and conditions of employment); and
- (b) whether your service with us will be treated as continuous service by the new employer.

Process to determine entitlements for non-transferring employees

26.5 Where your position is affected by a restructuring, and you will not be transferring to the new employer, we will meet with you to discuss your entitlements and options, including any redeployment options. For the avoidance of doubt, this does not impose an obligation on us to pay redundancy or any other form of compensation for the loss of your employment.

Vulnerable employees

26.6 If you are covered by Schedule 1A of the Employment Relations Act 2000 (mostly cleaners and caterers), a different process to the one set out above applies in a restructuring. We will provide you with relevant information about the applicable process.

27.0 {OPTIONAL CLAUSE} FORCE MAJEURE

27.1 Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions or war ("force majeure event"). The party affected must:

- (a) notify the other party as soon as practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it;
- (b) take all reasonable steps to overcome the force majeure event and minimise the loss to the other party; and
- (c) continue to perform that party's obligations as far as practicable.

- 27.2 Without limiting this clause, you acknowledge that we will not be required to provide you with work or pay your remuneration, and you will not be required to work, where work is not available for you or you are unable to work due to a force majeure event.

28.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 28.1 If you believe that you have a personal grievance or any other employment relationship problem, we encourage you to try and resolve it directly with the person with whom you think you have the grievance or problem. You may choose to do this verbally or in writing. You may also seek the assistance of your manager to facilitate a resolution.
- 28.2 Schedule 2 to this agreement contains a plain language explanation of the services available for the resolution of employment relationship problems.
- 28.3 If you cannot resolve the grievance or problem you think you have, then you must refer it to your manager before taking any action in the Employment Relations Authority or the Employment Court under the Employment Relations Act 2000. Such referral must be made to your manager as soon as possible but no later than 90 days from the date on which the alleged grievance or problem occurred or came to your notice (unless otherwise agreed in writing by your manager). This referral shall be considered to be the raising of a grievance by you under section 114(2) of the Employment Relations Act 2000.

29.0 COMPLETE AGREEMENT/VARIATION

- 29.1 This agreement sets out the whole of the agreement between you and us. It replaces any previous written or oral agreements or understandings.
- 29.2 Any variation to this agreement must be recorded in writing and signed by both parties before it is valid.

30.0 ACKNOWLEDGEMENTS

- 30.1 By signing this agreement you acknowledge and confirm that:
- (a) you have read, understood and agreed to its terms;
 - (b) you have been advised of your entitlement to take independent advice about this agreement and have been given a reasonable opportunity to do so before signing;
 - (c) the information you have provided to us in connection with your appointment is accurate and not misleading;
 - (d) you are fit to carry out all of the duties and responsibilities of the position and, to the best of your knowledge, you have not had and do not have any undisclosed medical condition that may impact on your ability to carry out those duties and responsibilities; and
 - (e) you have no conflicts of interest.

SIGNING OF AGREEMENT

Signed by: _____ (The Employee)

Name: _____

Date: _____

On Behalf of {company name}

Signed by: _____

Name: _____

Position: _____

Date: _____

SCHEDULE 1

POSITION DESCRIPTION (insert here)

SCHEDULE 2 – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

The following are the options available to employees who believe there is an employment relationship problem.

- {Employer name} encourages employees to check their facts before taking things further.
- For additional information:
 - Contact the Employment Relations Info line – Call free 0800 800 863.
 - Visit the website at www.ers.dol.govt.nz.
 - Get pamphlets/fact sheets from Employment Relations Service offices.
 - Talk to a lawyer, community law office or industrial relations consultant.
- Employees are encouraged to talk to their manager or an appropriate person in the organisation. It is ideal if we can solve our own problems quickly and fairly wherever possible.
- If the problem can't be solved internally, the Mediation Service run by the Department of Labour can be accessed. The Mediation Service provides information about employment rights and obligations, as well as providing impartial mediators to help solve the problem.
- If the Mediation Service does not provide a solution, the Employment Relations Authority may be approached for help. Employees taking this more formal step may wish to have someone representing them. The Authority will investigate the problem and make a decision.
- If the decision is not satisfactory to the employee, the problem can then be taken to the Employment Court or ultimately to the Court of Appeal.
- If an employee has a personal grievance it must be raised within 90 days after the action complained of, or the date the employee became aware of it (unless the employer accepts the grievance or there are exceptional circumstances as set out in sections 114 and 115 of the Employment Relations Act 2000).
- If an employee believes they have a personal grievance based on discrimination or sexual harassment they may be able to make a complaint under the Human Rights Act 1993. A personal grievance can't be referred to both the Human Rights Commission and the Employment Relations Authority.
- If the problem is about minimum entitlements under the law, a Labour Inspector can be contacted to enforce employee rights under minimum rights legislation, such as the Minimum Wage Act 1983 or the Holidays Act 2003.

Sample – Fixed Term Employment Agreement

{insert company name and logo}

PARTIES

BETWEEN {Company Name} ('{Company Name}', 'us', 'our', 'we')

AND [name] (the 'Employee', 'you', 'your')

1.0 POSITION

- 1.1 You will be employed in the position of []. You agree to perform all duties as reasonably directed by {company name}, and as set out in the position description attached as Schedule 1 to this agreement.
- 1.2 After consultation with you, we may reasonably vary your responsibilities and duties to suit the needs of {company name}.
- 1.3 You shall report to [], and will be based in {city}. From time to time, some travel may be required to fulfil the duties and responsibilities of your position.

2.0 FIXED TERM

- 2.1 This employment agreement is for a fixed term. The reason why you are being employed on a fixed-term basis is **{insert reason – it must be a genuine reason, based on reasonable grounds, as required by section 66 of the Employment Relations Act 2000}**.
- 2.2 Your employment will commence on {date} and will terminate on {date} unless terminated earlier by either party in accordance with this agreement.
- 2.3 Nothing in this agreement shall expressly or by implication be read as providing an entitlement to or expectation of any further employment beyond this fixed term. Any agreed extension must be made in writing and signed by the parties.
- 2.4 Given the fixed-term nature of this agreement there shall be no entitlement to payment for redundancy.

3.0 PROBATIONARY PERIOD {OPTIONAL}

- 3.1 This agreement includes a probationary period of **{insert duration}** months to allow us to determine whether you are suited to the position. We will provide you with guidance and feedback during this period.
- 3.2 At the end of the probationary period we may:
- (a) confirm you in the position; or
 - (b) elect to terminate this agreement by providing written notice of termination; or
 - (c) extend the probationary period for a reasonable period to allow us to assess further whether you are suited for the position.
- 3.3 For the avoidance of doubt, this clause does not prevent us terminating your employment summarily if you engage in serious misconduct.

TRIAL PERIOD {OPTIONAL} (ONLY FOR BUSINESS WITH FEWER THAN 20 EMPLOYEES)

- 3.4 You will be employed initially for a trial period of **{specify number of days, not exceeding 90}** days from the date on which your employment commences (as specified in this agreement). The trial period will therefore end on **{insert date}** unless your employment is terminated earlier.

- 3.5 Consistent with sections 67A and 67B of the Employment Relations Act 2000, we may terminate your employment at any time during this trial period on such notice (if any) as we see fit. You will not be entitled to bring a personal grievance or other legal proceedings in respect of the termination.
- 3.6 The provisions below relating to termination do not apply to termination during this trial period.

4.0 YOUR GENERAL RESPONSIBILITIES

- 4.1 During the term of this agreement you shall:
- (a) honestly, diligently, competently, and in good faith fulfil your duties and responsibilities;
 - (b) use your best endeavours to promote and protect {company name}'s interests;
 - (c) be responsible for discharging your duties and responsibilities at all times during your hours of work;
 - (d) where appropriate, exercise the rights and powers conferred upon you by any enactment or delegated to you;
 - (e) comply with all statutory obligations imposed upon you or {company name};
 - (f) do all such incidental things consistent with or reasonably necessary for the proper performance of your duties and responsibilities;
 - (g) carry out and comply with all reasonable and lawful directions; and
 - (h) maintain high standards of conduct and integrity appropriate for a national sporting and recreation organisation.

5.0 GOOD EMPLOYER

- 5.1 During the term of this agreement {company name} shall act in good faith and as a good employer in all of our dealings with you.
- 5.2 For the purposes of this agreement a good employer is an employer who treats employees fairly and reasonably in all aspects of their employment.
- 5.3 We may offer to support you in your personal and professional development where this is relevant to your role and may fix the terms and conditions of any such support.

6.0 HOURS OF WORK

- 6.1 Your normal hours of work will be: **{strike out either (a) or (b) as necessary}**
- (a) the normal office hours of {company name} (between [time] to [time] from [day] to [day] inclusive, being [x] hours per week) and, in addition, such other times as may reasonably be required by {company name} having regard to the duties and responsibilities of the position; or
 - (b) **{insert the expected hours of work}** and, in addition, such other times as may reasonably be required by {company name} having regard to the duties and responsibilities of the position.
- 6.2 You are entitled to an unpaid meal break of **{insert}** which is to be taken at a convenient time appointed by us. A break of **{insert}** minutes morning and afternoon shall be allowed for refreshments and must be taken at a convenient time appointed by us.

7.0 REMUNERATION

- 7.1 Your salary shall be \$ [] gross per annum **{or, delete as applicable}** you shall be remunerated at a wage rate of \$ [] per hour, payable to your nominated bank account (minus tax and any other lawful deductions) in equal [monthly/fortnightly] instalments.

- 7.2 We will supply you with written details showing how your salary is **{delete as applicable}** wages are compiled on your request or when there is a change to your remuneration (e.g. following a review).
- 7.3 Where the term of this fixed-term agreement is longer than 12 months, your remuneration may be reviewed after 12 months. Any such review shall take account your performance. Any salary increase remains solely at our discretion.
- 7.4 The remuneration received by you pursuant to this agreement shall be deemed to compensate you fully for all time worked and all duties and responsibilities performed under this agreement.
- 7.5 You will be reimbursed for actual and reasonable expenses properly incurred whilst on agreed {company name} business, provided that you obtain consent in advance of incurring such expenses and promptly provide {company name} with written receipts.

8.0 DEDUCTIONS

- 8.1 Where any money is owed by you to us (including any overpayment) during your employment or upon termination of your employment we may deduct that money owed from your pay. We will give you written notice of the deduction and the reason for it.

9.0 PERFORMANCE REVIEW (FOR AGREEMENTS EXCEEDING 12 MONTHS' DURATION)

- 9.1 We shall prepare an annual Performance Agreement with you that details:
- (a) the objectives of your position for that year; and
 - (b) the process and criteria by which your performance is to be assessed for that year.
- 9.2 The Performance Agreement shall relate to the duties and responsibilities that reasonably attach to your position.
- 9.3 Our decision on the contents of any Performance Agreement shall be final, but we will consult with you on the contents of the Performance Agreement, and will consider your views before finalising the Performance Agreement.
- 9.4 We will, from time to time, review, either generally or in respect of any particular matter, your performance in carrying out the duties and responsibilities of the position.
- 9.5 In reviewing your performance we shall, in addition to any other relevant matters, take into account your Performance Agreement.

10.0 HOLIDAYS AND LEAVE

- 10.1 You are entitled to holidays and leave in accordance with the Holidays Act 2003. The following clauses summarise some of the main entitlements. We are happy to answer any questions you might have about your entitlements. For more information you can contact the Department of Labour on its Employment Relations Infoline, 0800 800 863, or you may want to visit the Department's website, www.ers.dol.govt.nz. If you are a union member you may also want to contact your union.

11.0 ANNUAL HOLIDAYS

- 11.1 After completing 12 months' continuous employment, you are entitled to four weeks' annual holidays in accordance with the provisions of the Holidays Act 2003.

- 11.2 Where the term of this agreement is for 12 months or less, any outstanding annual holidays will be calculated and paid to you upon termination of this agreement, in your final pay .
- 11.3 Where the term of this agreement is for a period exceeding 12 months, annual holidays may be transferred to the subsequent 12 month period.
- 11.4 Where you wish to take annual holidays, you are required to provide a minimum of two weeks' notice in advance to us requesting leave on specific dates.
- 11.5 Generally, we will try to accommodate your requests for annual holidays and seek mutual agreement as to when you will take your annual holidays.
- 11.6 Where we are unable to agree mutually when annual holidays will be taken, or if we have an annual closedown period, we may require that you take annual holidays by giving you 14 days' notice in writing.
- 11.7 On termination of this agreement, we will pay any outstanding annual holidays owed to you in your final pay.

12.0 PUBLIC HOLIDAYS

- 12.1 In addition to annual holidays, you are entitled to public holidays in accordance with the Holidays Act 2003. You are entitled to a day off on your relevant daily pay where a public holiday falls on a day that would otherwise be a working day for you.
- 12.2 We may require you to work on a public holiday if the public holiday would otherwise be a working day for you. We will consult with you, where practicable, if we anticipate that you will be required to work on a public holiday.
- 12.3 If you are required to work on a public holiday, you shall be paid at the rate of time and a half for time actually worked on that day based on your relevant daily pay. In addition, if the day would otherwise be a working day for you an alternative holiday shall accrue to be taken at a mutually agreed time.

13.0 SICK LEAVE

- 13.1 After six months' continuous employment, you shall be entitled to five days' sick leave per annum in accordance with the Holidays Act 2003. Sick leave can be used when you are sick or injured or where your spouse, partner or a dependent person (such as a child or elderly parent) is sick or injured and needs care.
- 13.2 We require that you provide us with a medical certificate if you take sick leave for three or more consecutive calendar days.
- 13.3 We may also require that you provide us with a medical certificate within three consecutive calendar days if we have raised with you concerns as to the genuineness of sick leave taken by you and have informed you of the reasons for these concerns. In such a case, we will meet your reasonable expenses in obtaining the medical certificate.

14.0 BEREAVEMENT LEAVE

- 14.1 After six months' continuous employment, you are entitled to take up to three days' paid bereavement leave (either together or separately) for any purpose genuinely relating to the death of your spouse or partner, parent, child, sibling, grandparent, grandchild or your spouse's or partner's parent, in accordance with the Holidays Act 2003.

- 14.2 In addition, you may be entitled to one day's bereavement leave on the death of any other person. In deciding whether you have suffered a bereavement, we will take into account the following factors:
- (a) the closeness of the association between you and the deceased person;
 - (b) whether you have to take significant responsibility for all or any of the arrangements for ceremonies relating to the death; and
 - (c) any cultural responsibilities you may have in relation to the death.

15.0 PARENTAL LEAVE

- 15.1 The provisions of the Parental Leave and Employment Protection Act 1987 apply to this agreement.

16.0 JURY SERVICE (OPTIONAL CLAUSE)

- 16.1 If you are required to attend jury service, we will pay you for each day's jury service at an amount being the difference between your relevant daily pay and any payment that you receive for attending jury service, for a maximum of {number} days. You agree that we may request that you be excused from jury service to meet business demands.

17.0 HEALTH AND SAFETY

- 17.1 We will provide you with a safe working environment in accordance with the Health and Safety in Employment Act 1992.
- 17.2 In order to establish and maintain good and safe working conditions, we will formulate, with the assistance of employees, a set of policy guidelines to ensure that high standards of health and safety are maintained in the workplace.
- 17.3 You shall comply with our health and safety policies as varied from time to time and observe appropriate practices with respect to health and safety, including when working on or at client sites.

18.0 PROPERTY

- 18.1 Upon the termination of this agreement, or upon request, you shall immediately deliver to us any property of ours including keys and swipe cards that may be in your possession or under your control.

19.0 POLICIES AND PROCEDURES

- 19.1 You shall comply with all of our procedures or policies in place and as amended from time to time.

20.0 CONFIDENTIALITY

- 20.1 You agree that you will not at any time, whether during the term of this agreement or after your employment has terminated, disclose to any person any confidential information you obtain during your employment with us, except:
- (a) for the purposes of obtaining legal or financial advice; or
 - (b) if such information is in the public domain, other than due to a breach of this clause by you; or
 - (c) as otherwise required by law.

- 20.2 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, and whether held electronically or otherwise, made or acquired by you in the course of your employment shall be and shall remain the property of {company name} and must be returned to us on termination of your employment, or upon request.
- 20.3 For the purposes of this agreement, 'confidential information' includes, but is not limited to:
- (a) any information not known generally outside our business that relates to any of our business affairs, finances, trade secrets, intellectual property, related companies (as that term is defined in the Companies Act 1993), employees, contractors or customers;
 - (b) {specify any particular confidential information of concern}; and
 - (c) the terms of this agreement.
- 20.4 You shall not make any comment or statement (whether or not in writing) about {company name} or any of its activities to the media without the prior approval of the Chief Executive Officer.

21.0 OWNERSHIP OF WORK

- 21.1 You agree that you are not entitled to any copyright or other intellectual property in or arising from any work you produce in the course of your employment with us. This includes any programme, strategy or system you develop during your employment with us. Any copyright, intellectual property or merchandising rights in such work shall be the sole and exclusive property of {company name}.

22.0 SECONDARY EMPLOYMENT

- 22.1 Unless otherwise agreed in writing, you must work exclusively for us throughout the term of your employment and not directly or indirectly be engaged in any other employment, work or business for which you receive payment.

23.0 CONFLICT OF INTEREST

- 23.1 You shall disclose to us, in writing, all interests of you and of your immediate family which may conflict with our interests. You shall make the first declaration of such interests on signing this agreement and thereafter at our request, or upon becoming aware of any interest of yours or of your immediate family that may conflict with our interests. You agree to take such steps as we may reasonably require to resolve or manage any such conflict.
- 23.2 Without our prior approval you shall not engage in any activity, paid or unpaid, which impinges upon or is likely to impinge upon, the proper performance of your duties and responsibilities under this agreement.
- 23.3 If we form the opinion that any activity engaged in or about to be engaged in by you impinges upon, or is reasonably likely to impinge upon, the proper performance of your duties and responsibilities under this agreement, we may, after considering any comments from you, direct you to cease or refrain from such activity and you shall act accordingly.

24.0 TERMINATION OF AGREEMENT

- 24.1 This agreement may be terminated at any time by either party giving not less than four weeks' written notice of termination to the other party. We may choose to pay you in lieu of that notice period.

Serious misconduct

- 24.2 Notwithstanding clause 24.1, if you engage in serious misconduct we shall be entitled to terminate your employment summarily (without notice).
- 24.3 'Serious misconduct' shall include (but not be limited to):
- (a) any material breach of the terms of this agreement;
 - (b) any dishonesty or theft;
 - (c) any situation where you behave in a manner likely to bring you, or {company name}, into disrepute;
 - (d) falsification of {company name}'s records;
 - (e) wilful damage of our property;
 - (f) unauthorised absence from work;
 - (g) any acts of violence, threatened violence or harassment (including sexual harassment) against another employee, contractor, customer or potential customer of {company name} whilst in the course of your employment;
 - (h) being drunk or using or being affected by illegal substances or drugs whilst in the course of your employment;
 - (i) wrongfully disclosing confidential information; and
 - (j) inappropriate use of electronic media, including computers and the internet.

Suspension

- 24.4 If it is alleged that you have engaged in misconduct or serious misconduct, we may suspend you on full pay pending the outcome of any investigation by us into that alleged misconduct or serious misconduct.

Misconduct or poor performance

- 24.5 We may terminate your employment for repeated misconduct or poor performance after following a disciplinary process. In such a case, we will give you four weeks' notice of termination (or payment in lieu of such notice).

Incapacity

- 24.6 We may terminate your employment by reason of incapacity if we consider, on reasonable grounds, that you are no longer able, as a result of mental or physical illness, injury or impairment, to perform properly your duties and responsibilities under this agreement.

Redundancy

- 24.7 We may terminate your employment for redundancy, in which case the redundancy provisions of this agreement will apply.

Abandonment of employment

- 24.8 We may terminate your employment if you are absent from work for a period exceeding three consecutive working days without notifying us, in which case you will be deemed to have abandoned and so terminated your employment, unless we are satisfied that you have provided us with a satisfactory explanation for your absence.

25.0 REDUNDANCY

- 25.1 Your employment may be terminated by {company name} for reason of redundancy if your position becomes surplus to the {company name}'s needs.
- 25.2 If we believe your position may be surplus, we will consult with you prior to making a decision whether or not to disestablish the position.
- 25.3 If your position is made redundant, we will provide you with four weeks' notice of termination, or pay you in lieu of such notice. This notice period is in place of and not in addition to the notice period set out in clause 24.1. You shall not be entitled to redundancy compensation.

26.0 TRANSFER OF BUSINESS

- 26.1 In the event that our business undergoes a restructuring, being:
- (a) entering into a contract or arrangement under which our business (or part of it) is undertaken by another person (the new employer); or
 - (b) the sale or transfer of our business (or part of it) to another person (the new employer),

then the employee protection provisions below will apply.

- 26.2 A restructuring does not include situations where:
- (a) a contract or arrangement under which we carry out work on behalf of another person is terminated; or
 - (b) any or all of {company name} shares are sold or transferred; or
 - (c) any contract or arrangement for sale or transfer is entered into, made or concluded after {company name} has been adjudged bankrupt or is in receivership or liquidation.

Negotiation with new employer

- 26.3 In the event of a restructuring which will affect your continued employment with us, we will meet with the new employer to discuss the possibility of you (and other employees) being employed by the new employer.
- 26.4 We will negotiate with the new employer to determine the following matters:
- (a) whether you will be offered employment by the new employer and if so, on what terms (including whether you will be offered the same terms and conditions of employment); and
 - (b) whether your service with us will be treated as continuous service with the new employer.

Process to determine entitlements for non-transferring employees

- 26.5 Where the termination of your employment is attributable to a restructuring, you will not be transferring to the new employer, and we do not redeploy you, we will consider and advise you of your entitlements (if any) on termination. For the avoidance of doubt, this does not impose an obligation on us to pay redundancy or any other form of compensation for the loss of your employment.

(If you are covered by Schedule 1A of the Employment Relations Act 2000, a different process to the one set out above applies in a restructuring. We will provide you with relevant information about the applicable process).

27.0 FORCE MAJEURE

- 27.1 Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including acts of God, war, natural disaster, health epidemic or pandemic, or governmental actions.

28.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 28.1 If you believe that you have a personal grievance or any other employment relationship problem, we encourage you to try and resolve it directly with the person with whom you think you have a grievance or problem. You may choose to do this verbally or in writing. You may also seek the assistance of your manager to facilitate a resolution.
- 28.2 Schedule 2 to this agreement contains a plain language explanation of the services available for the resolution of employment relationship problems.

- 28.3 If you cannot resolve the grievance or problem you think you have, then you must refer it to your manager before taking any action in the Employment Relations Authority or the Employment Court under the Employment Relations Act 2000. Such referral must be made to your manager as soon as possible but no later than 90 days from the date on which the alleged grievance or problem occurred or came to your notice (unless otherwise agreed in writing by your manager). This referral shall be considered to be the raising of a grievance by you under section 114(2) of the Employment Relations Act 2000.

29.0 COMPLETE AGREEMENT/VARIATION

- 29.1 This agreement sets out the whole of the agreement between you and us. It replaces any previous written or oral agreements or understandings.
- 29.2 Any variation to this agreement must be recorded in writing and signed by both parties before it is valid.

30.0 INDEPENDENT ADVICE

- 30.1 You acknowledge that you have been invited to take independent advice on the terms of this agreement and its implications, and that you have been given a reasonable opportunity to do so as well as the opportunity to present your own issues to us and receive a response.

SIGNING OF AGREEMENT

Signed by: _____ (The Employee)

Name: _____

Date: _____

On Behalf of {company name}

Signed by: _____

Name: _____

Position: _____

Date: _____

SCHEDULE 1

POSITION DESCRIPTION (insert here)

SCHEDULE 2 – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

The following are the options available to employees who believe there is an employment relationship problem.

- {Company name} encourages employees to check their facts before taking things further.
- For additional information:
 - Contact the Employment Relations Info line – Call free 0800 800 863.
 - Visit the website at www.ers.dol.govt.nz.
 - Get pamphlets/fact sheets from Employment Relations Service offices.
 - Talk to a lawyer, community law office or industrial relations consultant.
- Employees are encouraged to talk to their manager or an appropriate person in the organisation. It is ideal if we can solve our own problems quickly and fairly wherever possible.
- If the problem can't be solved internally, the Mediation Service run by the Department of Labour can be accessed. The Mediation Service provides information about employment rights and obligations, as well as providing impartial mediators to help solve the problem.
- If the Mediation Service does not provide a solution, the Employment Relations Authority may be approached for help. Employees taking this more formal step may wish to have someone representing them. The Authority will investigate the problem and make a decision.
- If the decision is not satisfactory to the employee, the problem can then be taken to the Employment Court or ultimately to the Court of Appeal.
- If an employee has a personal grievance it must be raised within 90 days after the action complained of, or the date the employee became aware of it (unless the employer accepts the grievance or there are exceptional circumstances as set out in sections 114 and 115 of the Employment Relations Act 2000).
- If an employee believes they have a personal grievance based on discrimination or sexual harassment they may be able to make a complaint under the Human Rights Act 1993. A personal grievance can't be referred to both the Human Rights Commission and the Employment Relations Authority.
- If the problem is about minimum entitlements under the law, a Labour Inspector can be contacted to enforce employee rights under minimum rights legislation, such as the Minimum Wage Act 1983 or the Holidays Act 2003.

Sample – Independent Contractor Agreement

1. PARTIES

This contract is made between:

{Company Name} ('{Company Name}', 'us', 'our', 'we')

AND

{Name} (the 'Contractor', 'you', 'your'),

together, 'the parties'.

2. TERM

This contract shall commence on {date} and shall continue until {date} unless terminated earlier by either party in accordance with this contract (the 'Term').

The parties may agree in writing to extend the Term or enter into a new contract, but confirm that there is no expectation of any arrangement beyond the Term.

3. INDEPENDENT CONTRACTOR

The relationship between the Contractor and {Company name} is that of an independent contractor and nothing expressed or implied herein shall constitute the relationship of employer and employee between the parties.

The Contractor is not {Company Name}'s agent or representative, and will not act in any way that may or does cause any person or entity to believe that the Contractor is an agent or representative of {Company Name}, unless {Company Name} gives its prior consent in writing.

4. SERVICES

The Contractor will deliver the services set out in Schedule A to this contract ('the Services'), and any services incidental to the Services, on the terms set out in this contract.

5. CONTRACTOR'S OBLIGATIONS

The Contractor will comply with any timeframes specified in Schedule A and will work such days and hours as are necessary to provide the Services in accordance with this contract.

The Contractor will, in the performance of the Services:

- (a) at all times promote and protect {Company Name}'s interests and reputation;
- (b) comply with all reasonable and lawful directions;
- (c) comply with {Company Name}'s policies and procedures, which may be varied from time to time; and
- (d) carry out the Contractor's obligations under this contract in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations.

The Contractor will, at the Contractor's cost, correct any errors, omissions, defects or faults in the Services which are notified by {Company Name} in writing during the Term.

6. REMUNERATION

The Contractor shall be remunerated for timely delivery of the Services in accordance with the remuneration schedule set out in Schedule B to this contract.

It is agreed that the payments set out in the remuneration schedule are all inclusive, and {Company name} holds no responsibility or liability for meeting any additional payments over and above the agreed payments set out in Schedule B. Without affecting the generality of this provision, the Contractor acknowledges that there is no entitlement to payment from {Company name} for injury, sickness, superannuation, holidays, redundancy or overtime.

If the Contractor does not provide the Services within the time limits and standards as reasonably required by {Company name}, the Contractor's fee may be reduced by agreement or, failing agreement, by such amount as {Company name} considers reasonable in the circumstances.

7. PAYMENT FOR DELIVERY OF SERVICES

The Contractor will provide {Company name} with an invoice that details the Services delivered during the course of the month at the end of each month, or as otherwise agreed between the parties. All invoices provided will be compliant with the Goods and Services Tax Act 1985.

Payment will be made by {Company name} on the {date}th of the month following receipt of the Contractor's invoice.

8. TAX

The Contractor is responsible for, and will pay on time and in full, all taxes and other levies (including income tax, GST and accident compensation levies).

9. EQUIPMENT

The Contractor shall provide all his or her own equipment at his or her own cost in providing the Services.

[or, delete as applicable]

The Contractor may make reasonable use of {Company Name}'s equipment in providing the Services.

10. NO ASSIGNMENT

This contract is personal to the Contractor and may not be assigned or sub-contracted unless with the prior written approval of {Company Name}.

11. REPORTING

The Contractor is, on a monthly basis and at other times upon request, to provide a progress report directly to {title and name} who in turn will provide a monthly progress report to {title and name}. The Contractor will not be supervised on a day-to-day basis.

12. TERMINATION

Either party may terminate this contract by providing one month's notice of termination in writing.

{Company name} may terminate this contract with immediate effect by providing written notice if the Contractor:

- (a) breaches this contract, fails or is unable to perform the Services, does not comply with a specified time limit, or is negligent in the performance of the Services, and, if asked to rectify the situation, does not do so within the time limit specified by {Company Name} in writing;
- (b) commits any act or is subject to any proceeding, which, in {Company Name}'s reasonable opinion, has brought or may bring {Company Name} into disrepute;
- (c) is subject to any form of solvency administration including bankruptcy, receivership or liquidation; or
- (d) fails to pay any taxes or levies in full and on time, or is the subject of any investigation or proceeding undertaken by the Inland Revenue Department.

13. CONFLICT OF INTEREST

The Contractor will not, without {Company Name}'s prior written consent, provide services to any other person or entity or be involved or interested in any employment, activity or business where that conflicts or may conflict with the interests of {Company Name} or interferes or may interfere with the Contractor's ability to perform the Services.

14. CONFIDENTIAL INFORMATION AND PROPERTY

The terms of this contract shall remain confidential to the parties.

In the course of this contract it is acknowledged that the Contractor may acquire confidential information relating to {Company Name}. The Contractor shall keep this confidential information strictly confidential at all times including both during and after the termination of this contract. The Contractor agrees never to use the information or attempt to use it for its own personal gain or the gain of any other person.

The Contractor acknowledges that any work and intellectual property created or arising during the term of this contract is and shall remain the exclusive property of {Company name}. {Company name} shall be entitled to any copyright, merchandising, or other proprietary rights in or arising from such work.

Upon termination of this contract, or upon request, the Contractor will promptly deliver to {Company Name} all {Company Name} property and all documents, records or papers in the Contractor's possession or under the Contractor's control, including any copies or electronic versions, which relate in any way to the business or affairs of {Company Name}.

To avoid doubt, the obligations in this clause will continue to apply after the Term, and regardless of any dispute.

15. INDEMNITY

The Contractor will keep {Company Name} indemnified against any loss, expense, damages or compensation which {Company Name} incurs or is required to pay (including without limitation any legal fees or amount paid by way of settlement) in relation to any claim which is threatened, notified or commenced against {Company Name} and which arises directly or indirectly out of any wilful or negligent act or omission of the Contractor in the course of performing the Services. This indemnity will continue to apply after termination of this contract.

16. DISPUTE RESOLUTION

If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally.

If the dispute has not been resolved within 14 days after the dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within seven days after notice has been given, a mediator will be appointed by LEADR New Zealand Incorporated (Lawyers Engaged in Alternative Dispute Resolution). Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.

If the parties do not resolve their dispute at mediation, they may agree in writing to resolve their dispute by arbitration before a single arbitrator. In that event:

- (a) the arbitrator will be appointed by agreement or, failing agreement within seven days after the parties have agreed to arbitration, by LEADR New Zealand Incorporated;
- (b) the costs of arbitration, excluding the parties' costs, will be shared equally, unless the arbitrator determines otherwise;
- (c) the Second Schedule to the Arbitration Act 1996 will not apply; and
- (d) the arbitrator will determine the place and procedure for the arbitration.

The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.

17. ENTIRE AGREEMENT OF THE PARTIES

It is agreed by both parties that this contract constitutes the entire agreement between the parties and replaces any previous agreements and understandings. Any variation of this contract must be agreed and signed by both parties in writing.

Contractor name: (Please print in block capitals)

Name: _____

Signed: _____

Date: _____

{Company Name} Representative:

Name: _____

Signed: _____

Date: _____

SCHEDULE A: SERVICES TO BE PROVIDED

SCHEDULE B: REMUNERATION SCHEDULE

Casual Employment Agreement

Nature of the agreement: The casual employment is on an 'as and when' required basis at all times. [Name of organisation] ('the employer') is entitled to offer you casual employment at any time to meet its operational requirements. [The employer] is not obliged to offer you work at any time. Similarly, you are entitled to accept or reject any offer of work at any time. Each period of casual employment is a separate engagement. Where more than one period of casual employment is undertaken, the employment ceases at the end of each period. The service is not continuous. Nothing in this agreement provides any entitlement to further employment beyond each period of casual employment. You should not have any expectation of further offers of casual employment. This agreement and its terms and conditions of employment replaces all prior agreements and terms and conditions that applied prior to its commencement.

Preferred First Name(s):

Preferred Family Name:
(‘the employee’, ‘you’,
‘your’)

Home Address:

Mobile Phone:

Home Phone:

Date of Birth:

□□/□□/□□□□

Gender:

Male / Female

IRD Number:

Please Attach Completed
IR330

— — — — —

Bank Account: [Name of
organisation] shall pay the
remuneration due under
this agreement to the
following bank account:

Name of account:

Branch:

Bank Account #:

□□/□□□□/□□□□□□□□/□□□

The following medical condition or injury may affect my capability to do this job:

Nil/

I suffer from, or have suffered from, the following medical condition or injury (for example: occupational overuse syndrome, back injury, hearing loss, sensitivity to chemicals) which may be aggravated by this job:

Nil/

1. **DEPARTMENT:** _____
2. **REPORTING:**
You shall report to [name of organisation] through: _____
3. **TIME SHEET AUTHORISATION:**
Time sheets must be approved by: _____
4. **PLACE OF WORK:** Your principal place of work shall be:
5. **DUTIES:** Your job title is:
You will be employed in the following capacity: Your general responsibilities are:

In addition to these responsibilities, you shall carry out all reasonable work-related requests made by [Name of organisation] and undertake any tasks that are within your capabilities.
6. **HOURS OF WORK:** You will be informed of the days and hours that you will be required to work when each offer of casual employment is made.
7. **TERM:** From _____ until _____
[Name of organisation] engages your services for the following term, unless terminated earlier under the terms of this agreement: There is no expectation of renewal or ongoing employment after this term.
8. **REMUNERATION:** A single payment of \$ _____ which includes 8% holiday pay.
[Name of organisation] agrees to pay you the following remuneration for those hours worked: OR
\$ _____ per hour which includes 8% holiday pay.

Standard Conditions of Employment

9. **NON NEW ZEALAND RESIDENTS**
You have advised [Name of organisation] that you have a valid work permit that expires on []. You are required to provide [Name of organisation] with a copy of your work permit and its expiry date. You cannot legally work without such a permit.
10. **DUTIES**
You agree to undertake the duties and responsibilities in a professional manner at all times with a commitment to good relationships with other employees and all other persons.

You agree to act in accordance with any reasonable policies determined and reasonable directions given to you by [Name of organisation]. You agree to use your best efforts to develop and promote [Name of organisation]'s interests and reputation, and not willingly or negligently do anything that could bring [Name of organisation] into disrepute.

11. LEAVE

Holidays Act 2003 – Because of the casual nature of your work, you will probably not be entitled to paid holidays, sick leave and bereavement leave. However, you are entitled to certain benefits under the Holidays Act 2003. You can obtain further information about those entitlements from us, the Department of Labour or your union (if you are a member). The Department can be contacted on its Employment Relations Infoline, 0800 800 863, or you can visit its website, www.ers.dol.govt.nz. We summarise some of the main provisions below.

Annual Holidays – you agree that your annual holiday pay, at a rate of 8% of your gross earnings, will be paid together with your regular pay.

Public Holidays – if you are required to work on a public holiday you shall be paid time and a half for the time actually worked. If this day would ordinarily have been a working day for you, you shall also be entitled to an alternative holiday. Because of the casual nature of your work, you will not be paid for public holidays that you do not work.

Sick and bereavement leave – because of the casual nature of your work you will not usually be entitled to sick or bereavement leave. If you work for us over a period of six months or more, you may be entitled to paid sick and bereavement leave, depending on the number of hours and days you work.

12. DEDUCTIONS FROM PAY

[Name of organisation] may deduct from your pay, during your employment or upon termination, any money you owe us including any overpayment. We will notify you in writing of any deduction and the reason for it.

13. CONFIDENTIALITY

Except in the proper performance of your duties, or as authorised by your manager, you shall not utilise, or divulge to anyone, or use to the detriment of [Name of organisation], any information which may come into your knowledge during the course of your employment. This restriction shall continue to apply after termination of your employment until such time as the information may become public knowledge without breach by yourself of this restriction.

14. INTELLECTUAL PROPERTY

Any intellectual property created during the course of your employment is and shall remain the property of [Name of organisation]. This clause will continue to apply after the termination of this agreement.

15. TERMINATION

Due to the casual nature of your employment, either party may terminate this agreement with immediate effect upon providing notice to the other party. Nothing in this agreement shall prevent you from being summarily dismissed for serious misconduct. You shall not be entitled to any redundancy compensation if your employment is terminated due to redundancy.

16. EMPLOYEE PROTECTION PROVISION

In the event of restructuring (being the sale, transfer, or contracting out of all or part of [Name of organisation]'s business) that may affect your employment, [Name of organisation] will:

- a) as soon as is reasonably practicable, taking into account the commercial requirements of the business, commence discussions with the potential employer concerning the impact of the restructuring on your position; and
- b) discuss with the potential new employer whether it proposes to offer employment to you, and if so the terms and conditions it proposes to offer, and the proposed date for commencement of employment with the potential new employer.

In the event you are not employed by the potential new employer, for whatever reason, then your position may be made redundant and you will not have any entitlement to redundancy compensation.

17. RESOLUTION OF EMPLOYMENT PROBLEMS

All employment relationship problems which include personal grievance matters will be dealt with in accordance with the following procedure.

- 1) If you are having an employment relationship problem or personal grievance you should first raise it and try to resolve it with your manager.
- 2) If any matter you have raised under step 1 has not been resolved you should write to your manager setting out the details of your problem or grievance and the solution you seek to resolve the matter. A meeting will be arranged with you to discuss the issues raised.
- 3) If the problem is still not resolved you may refer the details to the Mediation Service of the Department of Labour or any alternative mediation provider as may be agreed.
- 4) If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

You must raise a personal grievance with [Name of organisation] within 90 days of the grievance arising or coming to your notice.

18. FORCE MAJEURE

Neither party is liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including Acts of God, war, natural disaster, health epidemic or pandemic, or governmental actions.

19. COMPLETENESS

This employment agreement sets out the whole of the agreement between the parties. It replaces all previous written or oral agreements or understandings. Variations to this agreement must be in writing and signed by both parties.

20. EMPLOYEE'S CONFIRMATION

You agree and confirm that you:

- a) were given a copy of the intended agreement and informed that you were entitled to seek independent advice about that agreement;
- b) were given a reasonable opportunity to seek and receive independent advice;
- c) agree that any issues raised by you have been considered and responded to;

- d) agree to comply with [Name of organisation]'s policies and procedures which may be changed from time to time at [Name of organisation]'s sole discretion; and
- e) have read and fully understood these terms and conditions of employment and accept them fully.

PARTIES' SIGNATURES

Signed by: _____ (Employee Name)

Date: _____

Signed by: _____

[Employer Name], [Position],
for and on behalf of: [Name of organisation]

Date: _____

Leave Records

Good recordkeeping protects you as the employer in the case of a dispute and ensures that an employee's entitlements are correctly met. The Holidays Act requires employers to maintain the following information about each employee's leave entitlements:

- employee's name
- commencement date
- the days on which the employee works, if the information is relevant to entitlement or payment under the Holidays Act
- the date the employee last became entitled to annual holidays
- the employee's current entitlement to annual holidays
- the employee's current entitlement to sick leave
- the dates any annual holiday, sick or bereavement leave was taken
- the amount of payment for any annual holidays, sick leave and bereavement leave taken
- the dates of and payment for any public holiday worked
- the number of hours worked on any public holiday
- the date on which the employee became entitled to any alternative holiday for any public holiday worked
- the dates and payment of any public holiday or alternative holiday on which the employee did not work, but for which the employee had an entitlement to payment
- the cash value of board and lodgings provided
- the cash value of any alternative holidays that the employee has surrendered for payment
- the date of termination
- the amount of pay for holidays on termination.

Wage and time records

The law requires the following information to be recorded for each employee.

- the employee's name
- the employee's age, if under 20 years
- the employee's postal address

- the type of work the employee undertakes
- the type of employment agreement, individual or collective
- the title, expiry date and employee classification in any applicable collective agreement
- where payment is calculated by the hour, the hours and days of employment in each pay period
- the wages paid each pay day and the method of calculation
- details of employment relations leave taken
- details of salary deductions, such as PAYE and agreed superannuation contributions.

Cashing up Annual Holidays

POLICY NOT TO ACCEPT REQUESTS

It is important to us that you use your annual holiday entitlement each year to spend time with your friends and family and make sure that you are refreshed and relaxed at work. For that reason, we currently have a policy that we will not consider requests to cash up any annual holiday entitlement. **[insert if this is for all or part of the organisation. If it is for part only, it would help to explain why.]**

We may revisit this policy in the future, and will consult you before making any changes.

POLICY TO CONSIDER REQUESTS

Under the Holidays Act 2003 you can request that we cash up some of your entitlement to annual holidays. You can make more than one request until a maximum of one week of your annual holidays is cashed up in each year. "Week" means your normal working week, so, if you normally work three days a week, you can ask to cash up no more than three days of annual holidays each year. Requests can only be made for annual holidays you become entitled to on or after 1 April 2011. For example, if the anniversary of your start date is in March 2011, you will not be able to make a request until you next become entitled to annual holidays in March 2012.

Any request must be in writing, and should clearly identify how much of your annual holidays entitlement (up to a maximum of one week) you are requesting be paid out.

We will consider your request in good faith, and within a reasonable time frame, and will give you our response in writing. If we accept your request, we will pay out the portion of your annual holidays as soon as practicable, this will usually be on the next payday. We will calculate the payment for the portion of your annual holidays as if you had taken those holidays.

If we do not accept your request, we will tell you in writing. The Act does not require us to provide you with a reason but we may choose to do so.

We may revisit this policy in the future, and will consult you before making any changes.

Transferring Public Holidays

POLICY NOT TO CONSIDER REQUESTS TO TRANSFER PUBLIC HOLIDAYS

[This may be useful where your organisation does not operate on public holidays and you want that arrangement to continue].

The Holidays Act 2003 enables employees to make a request to transfer a public holiday to another working day. We have considered this in the context of our organisation and, in line with the Act, our policy currently is that we will not consider requests to transfer public holidays to another working day because [insert reason e.g. we want our employees to celebrate public holidays at the same time as most others within the community]. [Also insert if this is for all or part of the organisation. If it is for part only, it would help to explain why].

We may revisit this policy in the future, and will consult you before making any changes.

POLICY ACCEPTING REQUESTS TO TRANSFER PUBLIC HOLIDAYS

We currently have a policy that we will consider requests from employees to transfer the observance of a public holiday to another working day. For example, an employee may request to transfer the observance of a public holiday to another day for religious, cultural or other reasons personal to them. You do not have to provide a reason for requesting a transfer, but doing so may assist us in responding.

If you would like to request to transfer a public holiday, please make a written request setting out which public holiday/s you would like to transfer, and clearly identify the day/s to which you want to transfer the public holiday/s. The public holiday must fall on a working day for you, and the day you want to transfer it to must also be a working day for you. For example, if you normally work on Mondays, you could request to transfer a holiday that falls on a Monday (e.g., Easter Monday, Labour Day, Queen's Birthday) to another Monday.

We will respond to your request in writing, and within a reasonable time frame.

If we accept the request, the public holiday will be transferred to the other day you have identified. You will be required to work on the day that would normally be a public holiday, and you will not receive any additional entitlements for working that day. This will just be a normal working day for you.

The day the public holiday is transferred to will be treated as if it were a public holiday so you are entitled to a paid day off on that day. In the unlikely event you are required to work on that day, you will receive time and a half for the time you have worked and an alternative holiday. Any work on a public holiday (or the day that a public holiday is being observed) must be approved in writing in advance.

We may revisit this policy in the future, and will consult you before making any changes.

APPENDIX 6:

Employee handbook template

Table of Contents

1. INTRODUCTION

- Welcome from the leadership team
- Information about the organisation
- Mission/values
- Strategic plan
- Organisational chart and national structure

2. JOINING THE ORGANISATION

- Signing up – forms to complete
- Working hours
- Access to building/car parking
- Business cards
- Dress code
- Uniforms

3. REMUNERATION AND BENEFITS

- Salary and wage payments
- Salary review process
- Salary deductions
- Time in lieu policy

4. TRAVEL POLICY (WITHIN NZ AND OVERSEAS)

- Authorisation and bookings
- Use of credit cards
- Expense reimbursement
- Personal effects/insurance

5. VEHICLE POLICY

- Use of company cars
- Use of own car – reimbursement

6. PERFORMANCE DEVELOPMENT

- Annual appraisal process
- Performance review
- Competencies
- Training and development – study support

7. CODE OF CONDUCT

- Conflict of interest
- Confidentiality
- Copyright and protection of intellectual property
- Dealing with media/giving interviews
- Privacy relating to treatment of personal information

8. DISCIPLINARY PROCEDURES

- Disciplinary action
- Resolving employment relationship problems

9. EMPLOYMENT RELATED POLICIES

- Equal employment opportunity (EEO)
- Discrimination and harassment
- Health and safety
- Parental leave
- Smoking in the workplace
- Abandonment of employment
- Alcohol and drugs
- Internet/email/phone usage
- Community services leave – volunteering in our community
- Jury service

10. LEAVING PROCEDURES

- Return of company property
- Exit interviews
- Employee references

11. SPORTS SPECIFIC POLICIES

- An area dedicated to sport specific issues (i.e. process to follow in the event of emergency while athletes are abroad)

1. INTRODUCTION

Welcome from the leadership team

Insert welcome notes from the leadership team here (CEO/Chairperson). You may like to include an overview of how the Board is formed, its governance role and the value of the Management/Board relationship.

Information about the organisation

Insert information regarding the history of the organisation. It is helpful for new employees to understand where the organisation has come from in order for them to connect with the next phase which they will be part of.

Mission/values

Insert the organisation's mission statement, vision and values. They will most likely come from the strategic plan.

Strategic plan

Select key points from the current strategic plan and insert here. Identify the period of time that the strategic plan covers. You may wish to include the progress that you have made or how the strategic plan was set.

Organisational chart and national structure

Insert a current organisation chart. Depending on the size of your organisation or amount of employee turnover will determine if you include names adjacent to the job role. It will be helpful to see how your organisation fits with the sport across the country (diagrams are an effective way to demonstrate this).

2. JOINING THE ORGANISATION

Signing up – forms to complete

List the forms that need to be signed at the outset of the employment relationship.

Advise that they must be completed as soon as possible and returned to the relevant manager so that their salary may be paid. The forms may include:

- personal and bank account details;
- completed IR33 tax form;
- emergency information form;
- declaration agreeing to employment terms and conditions; and
- KiwiSaver opt in/opt out form

Working hours

Include a statement regarding your policy on working hours. It may follow these lines:

"{Organisation name}'s normal office hours are from {am} to {pm} with an hour taken for lunch at an agreed time. There may be times when you are required to work outside these hours. Overtime payments are not paid unless specified in an individual employment agreement. Your working hours may be varied from time to time by mutual agreement."

Access to building/car parking

Outline here your organisation's approach to accessing the building both during and outside office hours. This may include use of relevant keys and/or access cards, as well as security systems/alarms. If a car park is included as part of an employee's package then you could also document here the procedure for accessing the car park during and out of office hours, if appropriate.

Dress code

This section allows you to clearly outline to your employees how you expect them to dress for work, both at events and in the office environment. For example:

"{Organisation name} operates a smart casual dress policy. This means that we expect that all employees dress in a neat manner appropriate to:

- *the work they are doing;*
- *the clients they are dealing with; and*
- *what is typical within {organisation name}'s culture.*

The overriding consideration is that you look smart and professional at all times and that you dress appropriately for the occasion. Dress down Fridays are acceptable practice, provided that your dress is appropriate for whatever it is that you have to do on that day.

When representing {Organisation name} you may be required to wear a uniform (this should be outlined in your employment agreement).

Uniforms

Outline any uniform requirements that may apply to your employees. For example:

"You may be required to wear a uniform/s. Uniforms are the property of {Organisation name} and we will supply these at our cost. You are responsible for ensuring your uniform/s are in a clean and presentable condition at all times. As you are representing {Organisation's name} while wearing this uniform; your behaviour should reflect this at all times."

3. REMUNERATION AND BENEFITS

Salary and wage payments

Outline here your approach to paying employee salaries/wages. This may follow the lines of:

"The salary or wage which has been agreed with you individually will be outlined in your employment agreement and should be regarded as confidential. You should not disclose your salary or wages to anyone within the organisation other than your immediate manager. Full details of the breakdown of your salary or wage payment will be shown on your payslip which will be given to you on, or just before, payday. Your salary or wages are accrued throughout the month and paid in arrears twice per month on or around the {date} and {date} of the month into your nominated bank account."

Salary review process

Provide your employees with an outline of how salaries are reviewed in your organisation.

The following is suggested wording:

"Your salary or wage will be reviewed annually in {month} and adjusted in line with your performance. The salary review process will take into account your performance in your role, market rates for your role and {organisation name}'s ability to pay. Reviews will not necessarily lead to an increase".

If your organisation offers a variable pay component then an outline of how this process works could also be inserted in this section. Suggested wording is as follows:

"Some employees are offered a variable remuneration incentive as part of their salary package. The criteria is articulated in your Annual Performance Review and based upon achievement of specific outputs within the period to which it relates. The assigned salary level will be reviewed annually following completion of the annual performance review process. This is however no guarantee of an increase following any review. Any potential increase will be dependent on your assessed performance and {organisation name}'s economic performance."

Salary deductions

As an employer you may make deductions from an employee's pay, if:

- the employee has given their written consent (through their employment agreement or otherwise);
- the employment agreement requires a deduction (e.g. deduction of union fees);
- a Court directs a deduction be made; or
- a deduction is required by law (e.g. IRD, KiwiSaver, tax payment, child support etc).

Also, subject to the requirements set out below, you may make deductions from an employee's pay to recover salary or wages you paid them for a period when they were not working, because they were:

- absent from work without your authority;
- on strike or locked out (as those terms are defined in the Employment Relations Act 2000);
- suspended,

and you were not required to pay the employee for that period (e.g. because the employee had no contractual right to pay while being suspended).

In these circumstances, you may deduct the amount you paid the employee ('the overpayment') from any subsequent salary or wages you pay the employee, provided that:

- it was not reasonably practicable for you to avoid making the overpayment, because of the methods or equipment that you normally use to pay salary or wages (e.g. you did not have enough time to alter the computer programme you use for making payments of wages and salary to avoid the overpayment being made); and
- you give the employee notice of your intention to make the deduction before doing so, and the amount you intend to deduct;
- other than in very limited circumstances, you give that notice by no later than the employee's next pay day after the overpayment has been made; and
- you make the deduction not later than two months after giving notice.

You may not make deductions in any other circumstances. If an employee owes you money, and you are not entitled to make a deduction, you either have to get the employee's consent, or recover the debt through normal debt collection processes.

Therefore your employee handbook could specify something along the lines of:

"No deductions will be made from your salary without your authorisation, except for time lost through special leave, default, and accident, through absence at your request and with our consent, or where otherwise permitted by law (including where permitted by your employment agreement)".

Time in lieu policy

If your organisation does not pay overtime, but requires employees to work weekends, then you may wish to implement a time in lieu policy. Suggested wording is as follows:

"As {organisation name}'s business sometimes falls outside the normal Monday to Friday working week, time in lieu may be allowed for every day of work undertaken in the weekends or otherwise outside of normal working hours on behalf of {organisation name}, away from the office. Time in lieu is to be approved by the Chief Executive before the work is undertaken and should be taken within the quarter it is accumulated. Time in lieu may be accumulated up to a maximum of (number) days only. No payment will be made for any time in lieu on termination of employment".

4. TRAVEL POLICY (WITHIN NZ AND OVERSEAS)

Authorisation and bookings

You may have employees who are required to travel both within NZ and overseas as part of their role. Insert information here about who is responsible for authorising and booking their travel and accommodation. You could also detail any preferred supplier agreements that you have with travel agents, airlines, accommodation options etc.

Use of credit cards

Regardless of whether you issue company cards (or require employees to use their own personal credit card) to manage their company-related expenses when travelling, you will need to give clear guidelines as to how they can use these cards. This will include:

- what they can purchase with the card (e.g. meals, accommodation, drinks, snacks, transport) and the limits set on these items;
- what they cannot purchase with the card (e.g. entertainment, gifts, personal items);
- the way in which they can gain reimbursement for expenses, including who to submit expense requests to and the need to provide personal receipts;
- who can approve expense requests, and whether approval is required before or after spending occurs;
- the credit limit (company credit cards); and
- the requirement to limit the use of the cash advance facility (as there is no interest-free period for cash advances on credit cards).

Expense reimbursement

Insert your organisation's policy with regard to expense reimbursement here. This should cover things like;

- claiming for meals, snacks and drinks: (you can set a limit per day or per meal to make it very clear) and use of hotel mini-bars, in-house entertainment etc; and
- telephone and internet charges in hotels, plus mobile phone use: provide some guidelines as to what is acceptable usage and ways to reduce costs here (e.g. limit use of hotel internet connections, restrict outgoing mobile phone calls when overseas, restrict use of hotel telephones etc).

You should include information regarding the procedure for gaining approval for expenses, who to submit the expense reimbursement to and the timeframe for submitting expenses. For example:

"Where expenses have been incurred in the performance of your duties, and provided that you have obtained your manager's approval to incur the expense, {organisation name} will reimburse you for all reasonable travel and other expenses incurred as part of undertaking your role. You should submit all receipts in accordance with the expenses claimed. Please note that where expenses are submitted to {organisation name} for repayment more than {number} months after the expense is incurred, the expense may not be reimbursed."

Personal effects/insurance

You will need to outline to employees your organisation's approach to insurance for them if they are travelling on work-related business. An example of how you may approach this is as follows:

"If you travel overseas on {organisation name}'s business, travel insurance will be provided. Insurance is not provided for travel within New Zealand, and therefore you are responsible for your personal effects when travelling nationwide."

5. VEHICLE POLICY

Use of company cars

Some of your employees may receive a company car as part of their package. You should include in this handbook your policy with regard to use of company cars. It is useful to include information and reminders about:

- whether the car is for company-related business only or whether the employee can also use it for personal use;
- the importance of remaining fully qualified to drive with a current full driver's licence;
- ensuring that the conditions of any insurance policy are observed;
- taking good care of the vehicle and ensuring it is serviced as per requirements;
- not allowing anyone else to drive the car unless they have permission from {organisation's name};
- not driving the car in an illegal manner (e.g. under the influence of alcohol, speeding etc); and
- the requirement for the employee to pay for any traffic infringement fines that are incurred while driving the car.

Use of own car – reimbursement

There will be times when employees use their own car for work-related business. This can be preferable as often it will be more cost effective than taking taxis or flying. If this is the case for your organisation, then you will need to outline how employees can reclaim costs associated with using their own car. Suggested wording is as follows:

"If you use your own car for {organisation's name} business then the following will apply:

- *mileage for {organisation's name} business will be paid at Inland Revenue approved rates for NZ travel;*
- *parking, towing and traffic fines (e.g. speeding) will not be reimbursed; and*
- *car parking costs will be reimbursed for business-related parking as long as a receipt is submitted in line with the expense reimbursement procedure."*

6. PERFORMANCE DEVELOPMENT

Annual appraisal process

Insert here your organisation's approach to the annual performance appraisal process including, who is involved, the employee's role, when and how often it is done and what the purpose of the appraisal process is. It may be along the lines of:

"The aim of our performance appraisal process is to provide you with guidance, to help you to achieve your job and career goals, to recognise your achievements and to ensure {organisation's name}'s strategic and business goals are achieved. You will have the opportunity to participate in planning your work and setting your goals in conjunction with your manager on a regular basis and formally during your annual appraisal meeting. Your manager will provide you with regular coaching and feedback. The performance appraisal process is an opportunity for two-way communication and honest feedback about your work and your future career with {organisation's name}."

Annual Performance Review

Insert here a reference to the Annual Performance Review Template. This Review requires you to assess your employee's job performance against the organisation's objectives by using results-focused objectives. A copy of the Performance Review Template should be inserted into each employee's induction pack so they know the way in which their objectives will be set and how performance in their role will be assessed.

NB: Please refer to the SPARC website for a copy of the Performance Review template.

Competencies

If your organisation has identified a group of generic competencies (based on your organisation's core values) you could insert these in this section. Competencies are those behaviours that apply across the organisation and typify the expected standards or norms of behaviours for all roles and all individuals in the organisation.

Training and development – study support

This section should focus on your organisation's approach to providing your employees with training and development opportunities. It may cover your policy with regard to employees attending training courses (e.g. how many in a year, and/or training spend per person), who can authorise training and study support (e.g. time off to attend lectures, payment for relevant courses of study).

A suggested approach to this is as follows:

"{Organisation name} sees the training and development of its employees as essential to achieving its goals. You are invited to discuss your training needs during your formal performance appraisal meeting or with your immediate manager at any time. Your manager is responsible for approving all training or courses of study.

If you wish to pursue a course of academic study relevant to the needs of {organisation name} and your role within it, please discuss this with your manager. If it is seen to be beneficial to {organisation name} then study support may be given with the approval of the Chief Executive. All study must be conducted in your own time, and special leave may be approved for time off to study, at the discretion of the Chief Executive. If {organisation's name} financially contributes to your course of study, and you leave within 12 months of completing the course, {organisation's name} reserves the right to recoup the contribution it made to your study."

7. CODE OF CONDUCT

Conflict of interest

Insert here your policy relating to conflict of interest (i.e. unacceptable business practices, interests or influences which may interfere with an employee's best judgement in the performance of their job, and/or secondary employment). An example of how you may word this is as follows:

"During your employment, you must not undertake any activity or have any interest (e.g. memberships, directorships, shares, or contracts) with any person or in any organisation which may constitute a conflict of interest with {organisation's name}. You must notify your manager at {organisation's name} immediately upon becoming aware of any potential or actual conflict of interest involving them during your employment. Any work undertaken with other organisations must have the approval of the Chief Executive to ensure it does not interfere or create a conflict with your main employment with {organisation's name}."

Confidentiality

It is important to remind your employees of their responsibilities in relation to the use (or misuse) of confidential information as follows:

"In the course of your employment you may come in contact with or have access to confidential information. Such information must not be used or divulged (directly or indirectly) by you, either during or after your employment with {organisation's name}. A breach of confidentiality is a very serious matter and may constitute grounds for your dismissal."

Copyright and protection of intellectual property

Insert here your policy relating to protection of your organisation's intellectual property. An example is as follows:

“You agree that you are not entitled to any copyright or moral right in or arising from any work you produce in the course of your employment with {organisation’s name}. This includes any programme, strategy or system you develop during your employment with {organisation’s name}. Any copyright or merchandising rights in such work shall be the sole and exclusive property of {organisation’s name} in accordance with the Copyright Act 1994.”

Dealing with media/giving interviews

Insert here a comment relating to the process to follow when employees are dealing with the media. For example:

“The approval of the Chief Executive must be obtained before any written material is submitted to the media or any interview given.”

Privacy: the treatment of personal information

Insert here a comment about how you as an organisation protect the personnel records and personal information of your employees. For example:

“Your personnel records are kept by the {job title}. A summary of the information held is kept on {e.g. computer database}. Access to this information can be obtained through your manager.”

8. DISCIPLINARY PROCEDURES

Insert here a reference to the procedures which you as an organisation will follow if a disciplinary issue arises within your organisation. Suggested wording is as follows:

Disciplinary action

“{Organisation’s name} may invoke these procedures in a situation where there is, for example: inadequate performance, misconduct, a breach of the employment agreement and/or employee handbook::

- Step 1. Give a formal written warning, the details of which will be placed on your file. The warning will remain on file unless {organisation’s name} decides to remove it.*
- Step 2. Give a final warning if the formal written warning is not heeded or there is further misconduct or poor performance. This will state that further poor performance or misconduct will result in dismissal. This warning will also remain on file unless {organisation’s name} decides to remove it.*
- Step 3. Dismiss you, either summarily or on notice, if the final warning is not heeded, or if there is further poor performance or misconduct.*

If the {organisation’s name} reasonably considers that the conduct in question justifies a final warning from the outset, the {organisation’s name} may give you a final warning even if you have not been previously warned (i.e. skip Step 1, and proceed directly to Step 2).

[We recommend that some more flexibility be built in for employers to jump straight to a final warning where there is conduct justifying that.]

Where serious misconduct is deemed to have occurred you may be dismissed without notice and without payment in lieu of notice. Examples of serious misconduct may include, but are not limited to:

- (a) Any material breach of the terms of the employment agreement or employee handbook;*
- (b) Any dishonesty or theft;*
- (c) Any situation where you behave in a manner likely to bring you, or {organisation name}, into disrepute;*
- (d) Falsification of {organisation’s name} records;*
- (e) Wilful damage of {organisation’s name} property;*
- (f) Any situation where you take unauthorised absence from work;*

- (g) Any acts of violence, threatened violence or harassment against another person whilst in the course of duties for {organisation's name};
- (h) Being drunk or using illegal substances or drugs whilst on {organisation's name} business;
- (i) Wrongfully disclosing {organisation's name} information; and
- (j) The inappropriate use of electronic media, including PCs, and internet."

Resolving employment relationship problems

The Employment Relations Act 2000 requires all employers to provide their employees with a plain language explanation of the services available for resolution of employment relationship problems. An example is as follows:

"The following are the options available to employees who believe there is an employment relationship problem.

- *{Organisation's name} encourages employees to check their facts before taking things further.*
- *Discuss the apparent problem with family or friends or advisers, and find out what the law is and/or what the employment agreement says. For additional information:*
 - *Contact the Employment Relations Infoline – Call free 0800 800 863.*
 - *Visit the website at www.ers.dol.govt.nz;*
 - *Get pamphlets/fact sheets from Employment Relations Service offices; or*
 - *Talk to a lawyer, community law office or industrial relations consultant.*
- *Employees are encouraged to talk to their manager or an appropriate person in the organisation. It is ideal if we can solve our own problems quickly and fairly wherever possible.*
- *If the problem can't be solved internally, a Mediation Service run by the Department of Labour can be accessed. The Mediation Service provides information about employment rights and obligations, as well as providing impartial mediators to help solve the problem.*
- *If the Mediation Service does not provide a solution, the Employment Relations Authority may be approached for help. Employees taking this more formal step may wish to have someone representing them. The Authority will investigate the problem and make a decision.*
- *If the decision is not satisfactory to the employee, the problem can then be taken to the Employment Court and ultimately to the Court of Appeal.*
- *If an employee has a personal grievance it must be raised within 90 days after the action complained of, or the date the employee became aware of it (unless the employer accepts the grievance or there are exceptional circumstances as set out in sections 114 and 115 of the Employment Relations Act) .*
- *If an employee believes they have a personal grievance based on discrimination or sexual harassment they may be able to make a complaint under the Human Rights Act. A personal grievance can't be referred to both the Human Rights Commission and the Employment Relations Authority.*
- *If the problem is about minimum entitlements under the law, a Labour Inspector can be contacted to enforce employee rights under minimum rights legislation, such as the Minimum Wage Act or the Holidays Act."*

9. EMPLOYMENT-RELATED POLICIES

Equal employment opportunity (EEO)

If your organisation already has an EEO policy then insert it in this section of the handbook so all employees are aware of your policy in this area. If you do not have a policy then a sample EEO policy statement follows:

"{Organisation's name} aims to be an equal opportunity employer and is committed to promoting equal opportunities regardless of religious or ethical belief, age, colour, race, marital status, sex, sexual orientation, political opinion, ethnic or national origins, employment status, family status or any disability you may have (subject to the exceptions contained in the Human rights Act 1993). This commitment applies to all areas of the work environment, all employment activities, resource allocation and all employment terms and conditions. Selection criteria and procedures aim to ensure that employees are selected, promoted, and treated on the basis of their relevant merits and abilities."

Discrimination and harassment policy

As above, if your organisation has a policy in this area you may insert it in this section. If not, then you can use the policy outlined below:

"Employees need not tolerate harassment in the workplace. If any staff member feels they have been subjected to any form of harassment (sexual, racial, political, social, or religious) it may be discussed (confidentially) with the Chief Executive or your Manager. Harassment is not condoned or tolerated in any way and may lead to dismissal or to other appropriate action being taken in respect of the person engaging in such behaviour. "

What is discrimination?

Under the Human Rights Act it is illegal to discriminate on the basis of age, sex, sexual orientation, race, colour, disability, family, marital or employment status, political opinion, religious or ethical belief, and ethnic or national origins.

What is harassment?

Inappropriate behaviour that makes a person feel offended, humiliated or intimidated at work and leaves them feeling their work performance and morale have been negatively affected. Harassment may include bullying, intimidation, malicious gossip, insults and/or victimisation.

What is sexual harassment?

Sexual harassment is behaviour of a sexual nature (including the use of words, actions or visual material) that is unwanted by the receiver and has a detrimental effect on their work, performance or job satisfaction. Examples are:

- sexual assault
- uninvited touching
- smutty jokes or comments
- making promises or threats in return for sexual favours
- obscene or pornographic email messages, images, items
- inappropriate or excessive comments on clothing or physical characteristics; and
- unwelcome social attention or telephone calls at home or work.

How to deal with discrimination or harassment

Any person who is being discriminated against or harassed has the right to complain and take action to stop this behaviour. If you experience harassment or discrimination you should:

- *complain about the behaviour: this can include telling the person(s) discriminating against you or harassing you that the situation is unacceptable; and*
- *report the matter to your manager or to any other member of management, if you feel that you are unable to speak to the person yourself. Your complaint will be attended to in a completely confidential manner."*

Health and safety

Insert information on health and safety in the workplace in this section. There are a number of ways you could approach this.

If you already have a health and safety booklet for employees you can refer to the booklet here and include a copy in all employee induction packs;

If you don't have a health and safety booklet you can refer to the sample booklet in Appendix 8 of this toolkit which provides guidelines to help you put a booklet together. Alternatively, you could insert a policy statement which outlines your organisation's approach to health and safety. An example of the key things to convey to employees is as follows:

"{Organisation's name} will take all practicable steps to ensure that your health and safety is protected at all times.

As your employer it is our responsibility to:

- *identify, manage and control hazards to establish safe work practices;*
- *provide information to foster awareness of health and safety;*
- *provide protective clothing and equipment as required;*
- *make adequate preparations for emergencies;*
- *record all accidents and 'near misses' and investigate where necessary to ensure future accidents are avoided;*
- *ensure you are properly trained and supervised to do your work in a healthy and safe manner; and*
- *provide reasonable opportunities for you to be involved in health and safety.*

As an employee it is your responsibility to:

- *contribute to the process of hazard identification, analysis and control;*
- *ensure all work accidents and illnesses are reported and recorded;*
- *use any protective clothing and equipment provided;*
- *not undertake any work which is unsafe;*
- *look out for the safety of fellow employees; and*
- *observe all workplace safety rules and hazard controls.*

Any accident or injury at work should be brought to the attention of your health and safety representative {name}, or your manager, and recorded in the accident register which can be located in {insert where the accident register is kept}.

In the event of a fire or emergency our building evacuation procedures are as follows: {insert detailed evacuation procedures here}

The fire exits are located {specify location} and our fire warden is {name}. In the event of a building evacuation the designated meeting point is {specify location}.

First aid boxes are located in {insert where the first aid box is kept } and our trained first aider is {name}.

If you have any concerns about health and safety or any ideas about how health and safety can be improved, please discuss these with your health and safety representative or your manager."

Parental Leave

Insert here your organisation's policy and procedure relating to parental leave. You should advise your employees of their minimum legal entitlements (outlined below) to parental leave. (As an organisation you can choose to be more generous than this with your employees). You should also let them know who they can liaise with in regard to taking parental leave (e.g. Manager, Chief Executive, or Office Manager). An example is as follows:

“Parental leave is the right to take time off to look after, or make arrangements for, a child’s welfare at the time of birth or adoption of a child. The Parental Leave and Employment Protection Act 1987 provides for unpaid and paid leave from work for birth mothers, their partner/spouses and adoptive parents on either the birth of a child, or the adoption of a child under six. Employees can take up to 52 weeks of leave, 14 weeks of which may be paid by a taxpayer-funded scheme if the employee meets the eligibility criteria.

There are different entitlements for parental leave depending on whether you have worked for us for an average of at least 10 hours per week (including 1 hour every week or 40 hours every month) for either:

- the immediately preceding six months; or
- the immediately preceding 12 months before the expected due date or adoption of a child.

There are four types of **unpaid parental leave**:

1. Special leave

When an employee is pregnant they are entitled to up to 10 days’ unpaid special leave during pregnancy. This is for pregnancy-related reasons, such as ante-natal classes or appointments with their doctor or midwife.

2. Maternity leave

Unpaid Maternity leave of up to 14 continuous weeks is available which may start up to six weeks before the expected date of birth or adoption.

3. Paternity leave

Up to two weeks unpaid leave for the primary caregiver’s partner/spouse on the birth or adoption of the child, if that partner/spouse meets the hours test for the previous 12 months of service; or

Up to one week unpaid leave for the primary caregiver’s partner/spouse on the birth or adoption of a child if that partner meets the hours test for the previous six months of service.

4. Extended leave

Extended leave of up to 52 weeks is available for employees with 12 months’ eligible service. It can be up to 52 continuous weeks, less any maternity leave taken, and is available in the 12 months after birth, or date the employee assumes the care of a child they intend to adopt.

Extended leave may be shared by both eligible parents, but the total leave taken must not be more than 52 weeks (including maternity leave and paid parental leave). However, the one or two week’s partner’s/paternity leave entitlement is additional to this 52 week period.

Both spouses/partners can take their leave at the same time or they can take it one after the other. Extended leave can start any time after the end of your maternity or partner’s paternity leave. Each kind of leave must be taken in one continuous period.

Parental leave can be taken multiple times, as long as six months elapse between each period of parental leave. An employee must also meet the eligibility requirements each time.

Paid parental leave scheme

If you are eligible for parental leave, you may also be entitled to a taxpayer-funded payment for up to 14 weeks of the parental leave you take. The payment can be taken by one parent, or shared between two eligible partners. The payment for parental leave replaces an employee’s wages or salary up to a maximum amount. For current rates please refer to the parental leave section of the government website www.ers.dol.govt.nz. Just like wages or salary, the payment is taxed.

Except where you are proposing to adopt a child, you must give us written notice that you wish to take parental leave at least three months before baby is due, specifying the type of leave you wish to take, the date on which you propose to commence your leave, and the duration of the leave. A doctor's or midwife's certificate certifying pregnancy and the expected date of delivery is also required.

If you are proposing to adopt a child, you must give us written notice that you wish to take parental leave within:

- *14 days after the date on which you receive notice that a child you intend to adopt will be placed with you within the next three months, where the placing of the child in your home has been formally approved by a social worker. In this case, your written notice to us must be accompanied by a letter from a social worker stating that you are or will be keeping a child in your home with a view to adopting that child; or*
- *14 days after an interim Court order has been made, allowing you to have a child you intend to adopt in your home. In this case, your written notice to us must be accompanied by a certified copy of the Court order; or*
- *14 days after the date on which you have made a statutory declaration that you have assumed the care of a child with a view to adopting that child, where the child is already lawfully in your home (for example in accordance with an order made under the Children, Young Persons, and Their Families Act 1989 or under the Care of Children Act 2004). In this case, your written notice to us must be accompanied by a copy of your statutory declaration.*

Your written notice should also specify the type of leave you wish to take, state the proposed date on which you wish to commence your leave, and the duration of the leave.

Please refer to the website www.ers.dol.govt.nz/forms/index.html for sample letters to assist with the application for parental leave. [It would be advisable to note that the timing and notice requirements are different for an employee proposing to adopt a child: see section 33 of the Parental Leave and Employment Protection Act 1987.]

Once leave has been approved, we jointly complete the application form for Paid Parental Leave (IRD880) which can be found on www.ers.dol.govt.nz/forms/index.html and send this to IRD. {Organisation's name} does not pay for your leave; it will be paid direct into your bank account each fortnight by the IRD.

Once the parental leave period has started, we will write to you to confirm the arrangements made. We are required to do this within 21 days after the date you begin taking your leave. This letter must include the date you are due to return to work and remind you to write to us 21 days before returning to work. Twenty-one days' notice of your intention to return or not return to work, or return to work early is required."

Your position will be held open for you as long as you have the appropriate qualifying length of service.

Smoking in the workplace

This can simply and succinctly be summed up by advising all employees that:

"We operate in a non-smoking workplace."

Abandonment of employment

Insert a statement regarding how you will deal with employees who do not turn up to work for a number of consecutive days without notifying you as to the reasons why. An example is as follows:

"If you are absent from the office for five or more working days without notifying the firm you are deemed to have abandoned your employment."

Alcohol and Drugs Policy

Insert here your policy that deals with difficulties at work that may be caused as a result of an employee's misuse or dependency upon alcohol or drugs. An example is as follows:

"Employees under the influence of drugs and alcohol can cause injury to themselves and others. {Organisation's name} has a responsibility to ensure the health, safety and welfare at work of its employees and visitors. An employee whilst at work is prohibited from:

- *possessing or using illegal drugs at the workplace; and*
- *being under the influence of drugs or alcohol.*

There is a range of medication which can affect performance, including pain relievers, sleeping pills, tranquillisers etc. An employee who is using legally prescribed medication that may impair performance is required to advise their manager of this.

It is every employee's responsibility to take reasonable care of the health and safety of others in the workplace and ensure that their performance and actions are not impeded by the use of drugs (either legal or illegal) or alcohol. If you suspect that any employee is under the influence of drugs or alcohol, it is your responsibility to communicate this to {name and title}."

Internet, email and phone policy

Insert here your organisation's policy with regard to the use of the Internet, email and phones (mobile or otherwise). It is important to regulate email and internet access to avoid criminal or civil liability for any wrongdoing on the part of your employees. It is also important to ensure that you are very clear with employees about what constitutes acceptable usage of these workplace tools. An example of how you might approach this is as follows:

"This policy establishes general guidelines for employees, students and volunteers as well as any other users who may be given access to {organisation name}'s computer and phone systems. These workplace tools are intended for business purposes.

Misuse of Internet, email and phones

{Organisation's name}'s electronic media are not to be used for any unauthorised purposes, including:

- *The transmission of abusive, defamatory, obscene or racist communications;*
- *The searching for, perusal and/or downloading of pornographic or other objectionable material;*
- *Offensive material through the internet;*
- *The transmission of sensitive information about an individual or client; and*
- *Where such transmission would, or would be likely to, place the company in breach of the Privacy Act 1993.*

Vandalism is any malicious attempt to harm or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses.

Security

Users should never share access with someone else by disclosing their password. If this does occur, then you should alert system support, or change the password, to ensure that your computer files are not exposed to abuse. You are responsible for your own account and this means taking measures to ensure others cannot use it. Passwords are only effective if they are selected wisely; therefore your spouse's name or your birth date are not acceptable. Passwords should always be longer than five characters.

You should ensure your PC is shut down correctly and turned off when you leave the office. This ensures that unauthorised persons do not have access to the network in your absence.

Physical Security of Computer and Phones

You are asked to take reasonable steps to ensure the protection of your computer and phone including damage from improper use, food and drink spillage.

Software Purchases and Copyright Infringement

All software used on {organisation's name} computing systems is copyrighted. All purchases of new software must be approved by the Chief Executive. Software must not be copied unless the relevant license agreements allow it. You must not infringe the Copyright Act 1994. If you do, you will be held personally responsible for any such infringement.

Internet use

Only sites appropriate to {organisation's name} should be visited. Browsing of non-work related websites, or downloading of non-work related files should be kept to a minimum as outlined below. Please ensure that your use:

- is kept to a minimum;
- does not negatively impact upon your work performance or that of others;
- does not damage the reputation or operations of {organisation name};
- does not involve objectionable material (including but not limited to accessing or circulating items relating to terrorism, pornography, sexism or racism);
- does not violate any acts of Parliament or laws; and/or;
- does not result in your private gain.

{Organisation's name} may, at any time, review, intercept, assess and disclose Internet usage. Users must comply with New Zealand copyright law and all other applicable laws.

Email use

Internet email allows you to access an enormous global community, and whilst email can be a powerful medium, messages are not protected in any way as they travel between correspondents. Therefore you should exercise good judgement and common sense when creating and distributing email messages. Care should also be taken to check all attachments for viruses.

Email messages must not contain offensive or objectionable material and the email system must not be used to send or receive, without prior authorisation, confidential information including but not limited to copyright materials, company, financial or personnel information or similar materials.

Personal use of email is allowed as long as you use your best efforts to ensure that such use:

- is kept to a minimum;
- does not negatively impact upon your work performance or that of others;
- does not damage the reputation or operations of {organisation's name};
- does not involve objectionable material (including but not limited to accessing or circulating items relating to terrorism, pornography, sexism or racism);
- does not violate any acts of Parliament or laws; and/or;
- does not result in your private gain.

The email system belongs to {organisation's name} and all email messages created, sent or received are the property of {organisation's name}. Further you should be aware that there is no guarantee of privacy with an email message and that the firm reserves the right to access all aspects of employees' email at any time for any reason and without notice to the employee.

Mobile phone use

You may have been issued with a mobile phone for work use. You are asked to take reasonable steps to maintain the handset in good working condition. It is accepted that you may need to use this phone for personal use. It is asked that this be kept to a minimum during work hours. You will be sent the monthly phone bill and asked to identify (and pay for) those calls which are of a personal nature. Payments can be made by cash or cheque to {name}.

This Internet, email and phone policy may be amended or revised from time to time. You will be given written copies of all amendments and revisions to this policy. A breach of this policy may result in disciplinary action which could result in dismissal."

Community services leave – volunteering in our community

Insert here any policies you have relating to how your organisation supports the local community and how your employees can become involved in this. You may consider providing your employees with paid leave to help out in the community (e.g. one day of paid leave per employee per year). An example of how this may be worded is as follows:

"We have an important part to play in the community, which is why {organisation's name} sponsors many different events and appeals every year. This help extends beyond financial funding of community projects and initiatives. We endeavour to work closely with partner organisations to ensure their success, by providing support, such as the active involvement of {organisation's name} employees as volunteers, whose time is paid for by {organisation's name}. For more detail as to how we are involved with the communities of New Zealand please contact your manager. He/she will also explain how you can become involved and support these causes, and benefit from the opportunities offered."

Jury service

This section outlines what the employee is required to do in the event he/she is required to perform jury service. An example is as follows:

"As soon as you are advised that you are required for jury service you should contact your manager. {Organisation's name} will continue to pay your salary for the time you are on jury service. The money you receive from the Department of Courts (excluding travel allowance) is to be paid to {organisation's name}."

10. LEAVING PROCEDURES

It is important to let your employees know what they are required to do and the things they are required to return when/if they leave your organisation. Examples of how you might do this are provided below:

Return of company property

"When you leave {organisation's name} we ask that you:

- *return all company property including company car, mobile phones, computers, access cards and keys, company records, paperwork and documents, identification cards and any other relevant property;*
- *hand over all current work to the appropriate people/person in order to ensure continuity of business/service; and*
- *hand over to someone duly authorised to receive them all notes of confidential information which you may have acquired during your employment."*

Exit Interviews

In this section you can outline to your employees your exit interview process. This can cover who will conduct the interview, its purpose and when it takes place.

For example:

"If you leave {organisation's name} you will be invited to attend an exit interview. The interview will be scheduled in your last week with us. This is a confidential interview aimed at helping us to understand how we can improve our organisational performance. It focuses on aspects of our employment relationship with you including remuneration, training, working conditions, benefits, management practices etc. We aim to learn from your comments and use these to make improvements where appropriate."

Employee references

Insert here your policy with regard to providing employee references. The most prudent approach to references is to simply provide a factual record of service outlining the employee name, job title, dates they were employed and a brief outline of their role. If a manager wishes to provide a personal comment they are able to do so but not in their capacity as a representative of the organisation (or on the company letterhead).

"Generally {organisation's name} does not provide employee references but does provide a record of service, signed by the Chief Executive. If you have any queries, please contact your manager."

11. SPORTS SPECIFIC POLICIES

This is an area dedicated to sports specific issues (i.e. the process to follow in the event of an emergency while athletes are overseas).

DECLARATION:

Employee Name: _____

I have received and read a copy of the Employee Handbook which I understand forms part of the Terms and Conditions of my employment.

Signed: _____

Dated: _____

Please sign this page and return, together with your signed {offer letter/employment agreement} to {title and name}.

APPENDIX 7:

Induction guidelines & checklist

The list of topics is intended as a guideline – only use what is relevant for your new employee.

Induction Programme – What to Cover

Welcome

- Meet and greet candidate
- Tour of the office
- Introduction to colleagues

Complete and/or sign off relevant forms, e.g.

- IR33
- Confidentiality agreement
- Terms and Conditions
- Bank account details
- KiwiSaver opt in/opt out

The physical environment

- Office tour – location and use of desk/office/computer/telephone system/stationery/ photocopiers, etc
- Familiarisation with location of fire exits, first aid equipment, toilets, kitchen facilities etc

The cultural environment

- Social committee activities
- Sporting activities
- The unwritten information and guidelines about your organisation or 'the way we do things around here'

The organisation

- Organisation's history and structure
- Company mission, vision and values
- Strategic/business plan
- Products/services your organisation provides
- The external and internal customer base

The department/team

- Function of the department/team
- Introduction to colleagues
- Clarification of the employee's own job responsibilities

Health and safety in the workplace

- Policy and procedure
- Reporting of accidents and fire/emergency procedures

Additional policy information e.g.

- Internet/email policy, sexual harassment and EEO Policy
- Grievance procedures
- Employment conditions
- Employee handbook

Performance reviews

- Performance review process and timing
- Training
- Internal/external courses available (induction may highlight a training need)

Induction Pack

An induction pack should be prepared prior to the new employee starting. Items you may wish to include:

- All relevant forms to sign i.e. IR33, KiwiSaver information, confidentiality agreements, restraint of trade etc
- Access keys, computer access information
- Policy information – health and safety, internet/email policy, EEO policy etc.
- Timetable for induction outlining meeting dates and times with key people
- Sample performance management forms
- Sample leave application form
- Induction feedback form
- Note paper and pen
- Business cards – if appropriate
- Organisational structure chart
- Strategic/business plan
- Phone list, and if appropriate, a map showing where to find key people
- Feedback form

Induction Checklist

As the hiring manager, use the checklist below to help you prepare for the arrival of your new employee.

	Responsibility	Before 1st day	On 1st day	End of 1st Week	End of 1st Month
<p><i>Pre-employment welcome and information</i></p> <ul style="list-style-type: none"> • Send welcoming letter • Confirm terms and conditions of employment • Ensure you have signed employment agreement • Confirm starting date and time, and what to bring, i.e. IRD number, bank account details, driver's licence • Advise first day arrangements – where to come, when to arrive, who to ask for and what 		<ul style="list-style-type: none"> • • • • • 			
<p><i>Preparations for new employee</i></p> <ul style="list-style-type: none"> • Advise employees of start date and role of new colleague • Ensure desk/office ready and fully equipped • Arrange communication links, i.e. email, passwords, access keys • Arrange timetable for induction programme and organise others to be involved • Appoint and brief 'buddy' or mentor • Prepare induction pack (as detailed in Appendix) 		<ul style="list-style-type: none"> • • • • • • 			
<p><i>First day reception</i></p> <ul style="list-style-type: none"> • Remind work group and supervisor of new employee's start • Welcome new employee • Introduce to supervisor, work colleagues and 'buddy' or mentor • Tour immediate work area and office • Location of facilities including kitchen, toilet, emergency exits, first aid 			<ul style="list-style-type: none"> • • • • • 		

	Responsibility	Before 1st day	On 1st day	End of 1st Week	End of 1st Month
<p>Initial information and administration</p> <ul style="list-style-type: none"> • Gain all relevant pay information and details including bank account and IRD number, and pass on to payroll person • Explain pay cycle (i.e. weekly, fortnightly, monthly) and when they will receive their first pay • Explain salary review process • Sign confidentiality agreements, terms and conditions, restraints of trade and/or any other relevant forms • Discuss employment conditions and clarify any issues • Go through the induction pack 			<ul style="list-style-type: none"> • • • • • • 		
<p>Further information and orientation</p> <ul style="list-style-type: none"> • Understanding of organisation's history, mission and goals • Familiarisation with the management structure and meet key people • How to apply for leave • Health and Safety: <ul style="list-style-type: none"> – Emergency procedures and exits – Safety hazards, rules, equipment – Safety policies and procedures • Know the key requirements and expectations of their role • Have a clear understanding of their duties and those of their team 				<ul style="list-style-type: none"> • • • • • 	<ul style="list-style-type: none"> •

	Responsibility	Before 1st day	On 1st day	End of 1st Week	End of 1st Month
<ul style="list-style-type: none"> • Have a clear understanding of the roles and responsibilities of other teams and how their role interacts with these teams • Performance management process and how their performance will be assessed • Understanding of relevant policy and procedure, i.e. internet/email policy, EEO policy • Received or be scheduled for any relevant training which will facilitate performance of the role 					<ul style="list-style-type: none"> • • • •

Induction Programme – feedback form

This is a sample questionnaire which could be filled out by an employee once their induction is over.

Employee name:
Start date:
Job title:

Question	Rating*	Comments (to support your rating)
1. How would you rate the induction overall?		
2. Did it provide you with valuable information to help you do your job?		
3. Did it help you understand more about the organisation and its people?		
4. Did the people you meet know their stuff?		
5. How was the quality of information provided?		
6. Did the programme meet your needs?		
7. How did you find the structure of the programme?		

*Rating scale: 1 = excellent, 2 = ok, 3 = could do better

Additional questions for induction feedback:

1. If you were given the chance what would you change about the induction programme?
2. What was the most valuable aspect of the programme for you?
3. What was the least valuable aspect of the programme for you?
4. Was there anything else the programme could cover that would be useful?
5. Any other comments to add?

Induction Programme – three-month induction review feedback form

This is a sample questionnaire which could be filled out by an employee once the employee has been with the organisation for three months.

<i>Employee name:</i>
<i>Start date:</i>
<i>Job title:</i>

Question	Rating*	Comments (to support your rating)
1. How are you settling into the organisation?		
2. Was the induction programme helpful in getting you up to speed in your role?		
3. Did the people you meet know their stuff?		
4. Did the programme meet your needs?		

*Rating scale: 1 = excellent, 2 = ok, 3 = could do better

Additional questions for three-month review:

1. What, if any, obstacles have you encountered in your role which have made it difficult to perform your job effectively?
2. What can we do to help you overcome these obstacles?
3. Do you have any issues or concerns in your role, and/or with the organisation?
4. What changes/recommendations can you suggest to improve our induction programme?

APPENDIX 8:

Health & safety in the workplace

The Act requires you to document information in various registers, examples of which are provided in this appendix. This appendix also contains a sample health and safety handbook for employees.

Hazard Register

Once you and your employees have identified the hazards in your workplace, and have outlined actions to eliminate, isolate or minimise them, you should make this information available to employees. A hazard register is a summary of this information.

Example of how to complete form:

Hazard	Potential Harm	Significant Hazard Yes/No	Eliminate	Isolate	Minimise	Action Proposed	Completion	Frequency of Monitoring
Computers	Occupational Overuse Syndrome (OOS)	Yes			✓	Ergonomic equipment design, workstation checks to monitor lighting, seating, etc.	✓	Ongoing

Hazard Notification Checklist

Any employee who identifies a hazard should complete this form: for example, a new hazard that is not entered into the hazard register or an existing hazard that has been entered into the hazard register, but has not been correctly managed to eliminate or mitigate risk.

Hazard Notification Form			
Your name:	Date:	Location:	Notification to:
	Date observed:		
Description of hazard including significance in your opinion:	Any immediate action taken to mitigate: (please describe)		Your recommendations to control or eliminate the hazard:
Signature of person notifying this hazard:			
Health and safety representative report including analysis and action taken:			
Date entered into the hazard register:			
Signature of health and safety representative:			

Incident/accident reporting form/register

Record of Accident/Incident/Serious Harm	
To be completed by the line manager and injured person and sent to H&S representative or CEO within 48 hours of the event.	
Is it an <input type="checkbox"/> Accident <input type="checkbox"/> Incident/Near Miss <input type="checkbox"/> Condition (e.g. OOS)	
Surname: _____ First name(s): _____ Residential address: _____ _____ Phone: _____ Gender: <input type="checkbox"/> M <input type="checkbox"/> F Date of event: _____ Time: _____ am/pm Date reported: _____ If OOS – date of visit to doctor: _____ Hours worked since arrival at work: _____ Shift <input type="checkbox"/> Day <input type="checkbox"/> Evening <input type="checkbox"/> Night Location where event occurred: _____ _____ Occupation or position of injured person: _____ _____ Type of employment: <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Non-employee Period of employment: <input type="checkbox"/> 1st week <input type="checkbox"/> 1st month <input type="checkbox"/> 1–6 months <input type="checkbox"/> 7 months – 1 year <input type="checkbox"/> 1–5 years <input type="checkbox"/> Over 5 years Nature of injury or disease:	<input type="checkbox"/> Disease nervous system <input type="checkbox"/> Disease musculo-skeletal system <input type="checkbox"/> Disease digestive system <input type="checkbox"/> Disease infectious or parasitic <input type="checkbox"/> Disease respiratory system <input type="checkbox"/> Tumour (malignant or benign) <input type="checkbox"/> Damage artificial aid <input type="checkbox"/> Fatal Injured part of body: <input type="checkbox"/> Trunk <input type="checkbox"/> Neck <input type="checkbox"/> Head <input type="checkbox"/> Internal organs <input type="checkbox"/> Upper limb(s) <input type="checkbox"/> Lower limb(s) <input type="checkbox"/> Multiple locations Mechanism of event: <input type="checkbox"/> Fall, trip or slip <input type="checkbox"/> Sound or pressure <input type="checkbox"/> Biological factors <input type="checkbox"/> Body stressing <input type="checkbox"/> Mental stress <input type="checkbox"/> Being hit by moving objects <input type="checkbox"/> Heat, radiation or energy <input type="checkbox"/> Chemicals or other substances <input type="checkbox"/> Hitting objects with part of the body Was a 'Significant Hazard' involved? <input type="checkbox"/> Yes <input type="checkbox"/> No Type of treatment given: <input type="checkbox"/> Nil <input type="checkbox"/> First aid <input type="checkbox"/> Doctor <input type="checkbox"/> Hospital Agency of injury: <input type="checkbox"/> Machinery or (mainly) fixed plant <input type="checkbox"/> Mobile plant or transport <input type="checkbox"/> Tools, appliances, equipment (powered) <input type="checkbox"/> Tools, appliances, equipment (non-powered) <input type="checkbox"/> Chemical or chemical products <input type="checkbox"/> Material or substance <input type="checkbox"/> Environmental agency <input type="checkbox"/> Animal, human or biological agency (not bacterial/virus) <input type="checkbox"/> Bacterial or virus
<input type="checkbox"/> No injury <input type="checkbox"/> Sprain or strain <input type="checkbox"/> Head injury <input type="checkbox"/> Fracture, spine <input type="checkbox"/> Multiple injuries <input type="checkbox"/> Puncture wound <input type="checkbox"/> Chemical reaction <input type="checkbox"/> Burns <input type="checkbox"/> Mental disorder <input type="checkbox"/> Nerves/spinal cord <input type="checkbox"/> Disease skin	<input type="checkbox"/> Superficial <input type="checkbox"/> Open wound <input type="checkbox"/> Poisoning/toxic effect <input type="checkbox"/> Other fractures <input type="checkbox"/> Foreign body <input type="checkbox"/> Internal injury, trunk <input type="checkbox"/> Occupational hearing loss <input type="checkbox"/> Bruising/crushing <input type="checkbox"/> Amputation, including eye loss <input type="checkbox"/> Dislocation <input type="checkbox"/> Disease circulatory system

THE INVESTIGATION: Describe what happened.

ANALYSIS: What caused the event?

PREVENTION: What action has or will be taken to prevent a recurrence?

By whom? _____ By when? _____

Were ACC forms completed? Yes No

Has time been lost from work? Yes No

If yes, how many days? _____

Manager (Name): _____

Signature: _____ Date: _____

Consent (in the case of an ACC claim)

I authorise the {CEO or Health and Safety Representative} to obtain medical and any other records that are, or may be, relevant to this claim.

I authorise disclosure to any accident insurer of personal information and health information held by other parties relating to the claim.

I authorise disclosure of my health and other information relating to this claim to: my employer, ACC, contracted health or rehabilitation providers, employee representatives.

Injured Person: _____

Signature: _____ Date: _____

First Aid Register

Employee's name:	
Job Title:	
Date of treatment:	
Time of treatment:	
Person giving first aid:	
Nature of injury:	
Treatment provided:	

Health and Safety Contacts and Information

WHAT	WHERE/WHO (insert relevant location or person's name here)
Trained First Aider	
First Aid Kit	
Hazard Register	
Accident Register	
Local Doctor	
Fire Extinguishers	
Fire Exits	
Fire Wardens	
Assembly points in event of evacuation	
Occupational Safety and Health Representatives	

I have read the above document and agree to abide by all required Health and Safety procedures.

Name: _____

Signed: _____

Date: _____

Workplace Assessment Checklist

After three months each new employee's workstation should be assessed according to the following checklist and adjustments made as required.

	Working Conditions <i>The workstation should be designed or arranged so it allows the employee's...</i>	Y	N
A	Head and neck to be about upright (not bent down/back)		
B	Head, neck and trunk to face forward (not twisted)		
C	Trunk to be about perpendicular to floor (not leaning forward/backward)		
D	Shoulders and upper arms to be about perpendicular to floor (not stretched forward) and relaxed (not elevated)		
E	Upper arms and elbows to be close to body (not extended outward)		
F	Forearms, wrists and hands to be straight and parallel to floor (not pointing up/down)		
G	Wrists and hands to be straight (not bent up/down or sideways toward little finger)		
H	Thighs to be about parallel to floor and lower legs to be about perpendicular to floor		
I	Feet to rest flat on floor or be supported by a stable footrest		
J	VDU tasks to be organised in a way that allows the employee to vary VDU tasks with other work activities, or to take micro-pauses while at workstation		
	Seating <i>The chair...</i>	Y	N
1	Backrest provides support for employee's lower back (lumbar area)		
2	Seat width and depth accommodate specific employee (seat pan not too big/small)		
3	Seat front does not press against the back of the employee's knees and lower legs (seat pan not too long)		
4	Seat has cushioning and is rounded/has 'waterfall' front (no sharp edge)		
5	Armrests support both forearms while employee performs VDU tasks and do not interfere with movement		
	Keyboard / Mouse <i>The keyboard/input device is designed or arranged for doing VDU tasks so that...</i>	Y	N
6	Keyboard/input device platform(s) is stable and large enough to hold keyboard and input device		
7	Input device (mouse or trackball) is located right next to keyboard so it can be operated without reaching		
8	Mouse is easy to activate and shape/size fits hand of specific employee (not too big/small)		
9	Wrists and hands do not rest on sharp or hard edge		
	Monitor <i>The monitor is designed or arranged for VDU tasks so that...</i>	Y	N
10	Top line of screen is at or below eye level so employee is able to read it without bending head or neck down/back (for employees with bifocals/trifocals, see next item)		

	Monitor <i>The monitor is designed or arranged for VDU tasks so that...</i>	Y	N
11	Employee with bifocals/trifocals is able to read screen without bending head or neck backward		
12	Monitor distance allows employee to read screen without leaning head, neck or trunk forward/ backward		
13	Monitor position is directly in front of employee so employee does not have to twist head or neck		
14	No glare (e.g. from windows, lights) is present on the screen which might cause employee to assume an awkward posture to read screen		
	Work Area <i>The work area is designed or arranged for doing VDU tasks so that...</i>	Y	N
15	Thighs have clearance space between chair and VDU table/keyboard platform (thighs not trapped)		
16	Legs and feet have clearance space under workstation so employee is able to get close enough to keyboard/input device		
	Accessories	Y	N
17	Document holder, if provided, is stable and large enough to hold documents that are used		
18	Document holder, if provided, is placed at about the same height and distance as monitor screen so there is little head movement when employee looks from document to screen		
19	Wrist rest, if provided, is padded and free of sharp and square edges		
20	Wrist rest, if provided, allows employee to keep forearms, wrists and hands straight and parallel to ground when using keyboard/input device		
21	Telephone can be used with head upright (not bent) and shoulders relaxed (not elevated) if employee does VDU tasks at the same time (i.e. using headset)		
	General	Y	N
22	Workstation and equipment have sufficient adjustability so that the employee is able to be in a safe working posture and to make occasional changes in posture while performing VDU tasks		
23	VDU workstation, equipment and accessories are maintained in serviceable condition and function properly		
	Comments		

Passing Score = 'YES' answer on all 'working postures' items (A-J) and no more than two 'NO' answers on remainder of checklist (1-23)

Health and Safety Handbook for Employees

1.0 POLICY STATEMENT

It is up to all of us to create a safe and healthy workplace. We need to work together and do all we can to prevent accidents and illness in our work environment.

1.1 AS YOUR EMPLOYER IT IS OUR RESPONSIBILITY TO:

- Identify, manage and control hazards to establish safe work practices;
- Provide information to foster awareness of health and safety;
- Provide protective clothing and equipment as required;
- Make adequate preparations for emergencies;
- Record all accidents and 'near misses' and investigate where necessary to ensure future accidents are avoided;
- Ensure you are properly trained and supervised to do your work in a healthy and safe manner; and
- Provide reasonable opportunities for you to be involved in health and safety.

1.2 AS AN EMPLOYEE IT IS YOUR RESPONSIBILITY TO:

- Contribute to the process of hazard identification, analysis and control;
- Ensure all work accidents and illnesses are reported and recorded;
- Use any protective clothing and equipment provided;
- Not undertake any work which is unsafe;
- Look out for the safety of fellow employees; and
- Observe all workplace safety rules and hazard controls.

This booklet outlines our health and safety procedures and we ask that you familiarise yourself with it. We recognise that if we work together on all aspects of health and safety we will get a better end result.

1.3 INDUCTION

On joining the company you will be given information on our health and safety procedures, health and safety representatives, access to First Aid and evacuation procedures. You will also be given a list of all hazards identified in our workplace (hazard register) and the location of all safety equipment.

1.4 HAZARD IDENTIFICATION

We are all responsible for identifying potential hazards in the workplace. A list of identified hazards is included in your induction pack. Please let your health and safety representative know if you see anything you consider hazardous so he / she can add this to the hazard register and take action to prevent this from causing harm.

1.5 GETTING INVOLVED IN HEALTH AND SAFETY – EMPLOYEE PARTICIPATION

We are keen to encourage employees to share in the management of health and safety in the workplace. If you wish to be involved please let our health and safety representative know.

1.6 FIRST AID

We have First Aid people who are trained to assist with emergencies. Please ensure they are aware of any medical conditions you have which may need special treatment should an emergency arise.

1.7 SMOKING

All areas within the building are designated non-smoking. Smoking is permitted in [area] outside.

2.0 HEALTH AND SAFETY PROCEDURES

Dealing with accidents

We are required to report all accidents, as part of our process of identifying and dealing with hazards. All accidents must be recorded in the accident register, which includes a record of every accident or incident (including near misses) at work.

When an incident occurs in the workplace please follow these steps:

Make sure the injured person has received the required medical attention (i.e. first aid, doctor or ambulance depending on the severity of the accident); and

Tell the health and safety representative who will carry out an investigation and record the incident in the accident register.

When an accident involving serious harm occurs:

- Don't move the injured person;
- Seek appropriate medical assistance;
- Advise the health and safety representative;
- OSH may wish to inspect the scene so don't interfere with the accident scene unless:
 - The person's life is in danger;
 - It is essential to maintain access for the public to essential services; or
 - It is necessary to prevent damage to, or loss of, property.
- Advise the local OSH branch as soon as possible by phone, fax or email;
- Cooperate with any investigation conducted;
- Send written confirmation (accident register) to OSH within seven days; and
- Take steps to eliminate, isolate or minimise any identified hazard as soon as possible.

Building evacuation procedure

As part of our health and safety programme, employees are required to be fully conversant with the procedure to follow in the event of a fire or earthquake. Please familiarise yourself with these procedures. Some key reminders are outlined below:

Fire safety

How to be fire safe:

- Don't block fire exits;
- Keep fire doors closed;
- Take care with flammable materials;
- Know the fire drill procedure (and who your fire wardens are); and
- Know where fire extinguishers are located and how to use them.

In the event of a fire:

- If possible, operate the nearest fire alarm;
- Call 111;
- Use a fire extinguisher **IF IT IS SAFE**; and
- Evacuate the building following the procedures on the next page.

If you hear the fire alarm:

- Immediately vacate the building via the closest fire exit (don't use the lifts) – ***refer to your organisation's evacuation procedures here as appropriate;***
- Make sure any visitors leave the building with you;
- Walk, don't run;
- Don't return for personal belongings;
- Keep to the left of the stairs; and
- Report to the designated meeting point and don't return until the all-clear is given.

Earthquake safety***To be earthquake safe eliminate hazards such as:***

- Unsecured bookcases, shelves, cabinets, audiovisual equipment; and
- Blocked doorways and passageways.

In the event of an earthquake:

- Move away from windows and anything that could be dangerous if it falls (e.g. partitions, bookshelves);
- Find cover under tables, desks, doorways; and
- Be prepared for aftershocks.

After the earthquake:

- Evacuate if instructed to do so (it could be safer inside than out) using the following procedure – ***refer to your organisation's own evacuation procedures here;***
- Check for injuries – first aiders to assist with treatment;
- Check for hazards – beware of broken glass, live wires, damage to floors, walls and ceilings;
- Extinguish any fires.

3.0 WORKPLACE INJURY PREVENTION

Our aim is to prevent injury from occurring and provide the support required for you to work safely in your workplace. Below are some common workplace hazards and ways to help you avoid harm occurring from these hazards.

3.1 VISUAL DISPLAY UNIT (VDU)

One of the most significant hazards in our environment is the VDU – this includes the computer screen, keyboard and mouse. We will make all reasonable endeavours to ensure you have a fully functional workstation that meets your needs. Where required a workstation assessment (example workplace assessment questions attached at the back of this booklet) can be conducted to ensure your desk, chair, computer and other office equipment are set up to minimise any potential risks.

Please see the diagram at the back of this booklet for the correct ergonomic set-up for your workstation. Your health and safety representative will help you to set your workstation up correctly to ensure you continue to work safely at your computer.

And remember, you don't necessarily need ergonomic equipment to set your workstation up correctly. For example, a telephone book is one way to lift your screen up to the correct eye level!

3.2 OCCUPATIONAL OVERUSE SYNDROME (OOS)

OOS refers to a range of conditions characterised by pain or discomfort in the muscles, tendons and other soft tissues. Symptoms can include:

- Burning sensation;
- Stiffness, aches and pains;
- Soreness and weakness;
- Numbness and tingling; and
- Muscle discomfort.

To minimise these symptoms always make sure you pause briefly (micropause) when completing repetitive tasks. For example, when working on a computer pause every three to five minutes for five to ten seconds, shake your wrists and stretch your fingers. Ensure you maintain a good posture when working at your computer. Stand up and stretch as often as you can. Ensure your mouse is located next to your keyboard so there is no need to overreach. Use a mouse pad with a wrist support and an ergonomic keyboard. If symptoms persist contact your health and safety representative.

3.3 EYE STRAIN

Symptoms can include:

- Blurred vision;
- Headaches;
- Gritty tired eyes;
- Sore and red eyes; and
- Dry or watery eyes.

To minimise these symptoms make sure you pause every few minutes and look away from the screen. Minimise glare from light sources (e.g. tilt screen to avoid overhead glare). Wherever possible, work in natural light. Use a copyholder if frequently copy-typing work to a PC. Make sure your screen viewing distance is 450 to 700mm. If symptoms persist contact your health and safety representative.

3.4 BACK PAIN

- Use equipment (e.g. trolley) to move heavy objects.
- Don't use your back like a crane.
- Know your own strength – ask someone to help.
- If you suffer from back problems at work, contact your health and safety representative.

3.5 WORKPLACE STRESS

You are the best judge of whether stress is having a detrimental effect on your health. If you feel unable to cope as a result of workload, or other stressors in your role or your personal life, please talk to someone you trust, e.g. your manager, your health and safety representative, a counsellor, a colleague. Stress has the potential to cause harm and we will do all we can to eliminate, isolate or minimise sources of stress to help you perform your role in a safe and healthy environment.

Posture

- Shoulders – keep low and relaxed.
- Upper arms – should be straight up and down.
- Elbows – tucked close to the body and bent 90° – 110° so that forearms are horizontal or gently sloping upwards.
- Wrists – need to be comfortably straight. Can be bent up slightly. Avoid bending wrists sideways.

Chair – General

- Ensure chair swivels easily and is stable when force is applied to front, sides or back.
- It should move freely on castors.

Chair – Arm rests

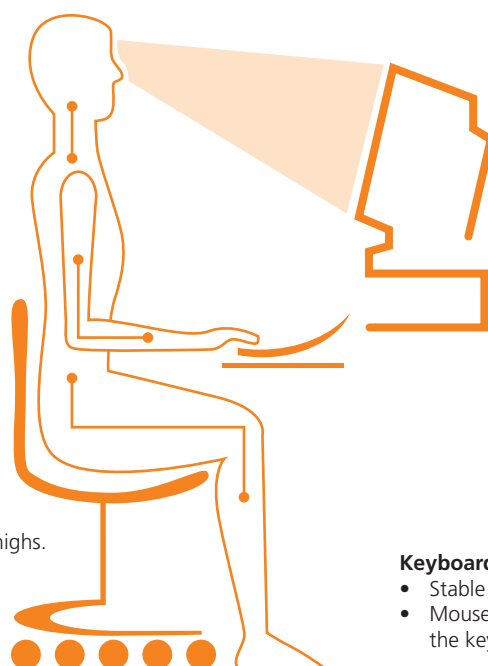
- Can limit posture changes and make it difficult to reach work.
- If used ensure they have no sharp edges and support the elbows and forearms well.
- They must allow the chair to be drawn up to the desk and have room to move freely in the seat.

Chair – Seat height

- Feet should be flat on the floor or on a foot rest to avoid pressure under the thighs. Avoid sloping the thighs too much.
- You should be able to make adjustment whilst seated.

Chair – Seat

- Should be comfortable but firm enough to allow ease of posture changes.
- Allow space between the front of the seat and the back of the calf.

**Screen**

- Height, swivel and vertical tilt should adjust.
- Viewing distance of 450 – 700mm (general measure of one arms length away from body).
- Angle of view 10°– 30° below horizontal to the middle of the screen.

Copyholder

- Use to avoid leaning forward while reading.
- Position – place either beside the screen or between the keyboard and the screen.
- Position centrally or change from side to side regularly.

Desk

- No movement or vibration during normal use.
- Height range of 600 – 845mm (usually 720 – 730mm).
- Desk top needs to be thin to allow comfortable leg room.
- Ensure there is space to rest wrists on, between the edge of the desk and the front of the keyboard (100mm).
- Avoid bending wrists sideways.

Keyboard & Mouse

- Stable and separate from screen.
- Mouse should be at the same level as the keyboard.

Foot rest

- Large enough to allow feet sufficient room to move (400m x 400mm suggested).
- Non slip top, angled slightly (0°–10°).
- Stable and positioned close to user.
- Adjustable to the specific height required.

Diagram 1: correct ergonomic positioning

APPENDIX 9:

Performance review template

Annual performance review template

Name			
Position			
For Year Ended			
Key Steps		<ol style="list-style-type: none"> 1. Business plans signed off 2. Your manager's goals are set and agreed (this is important as your team's goals should link to your manager's goals) 3. Meet with your manager and agree objectives/goals for the year ahead. Complete columns 1–3 of this template. 4. In six months, review your progress with your manager. 5. Meet again at the end of the year (generally in May) to review and agree results. Complete column 4 of this template. Sign and file document. 	
<p>1. Objectives</p> <p>List in order of importance</p> <p>Specific Measurable (easily measurable) Achievable Relevant (linked to business goals) Timebound</p>	<p>2. Short action plan</p> <p>(tasks you're going to do to achieve each objective)</p>	<p>3. Support or development needed?</p> <p>Who? How? Tools? Education/Learning?</p>	<p>4. Outcome end result of your efforts?</p>
Business as Usual (from job description) – if relevant and where typically objectives don't materially change year to year			Exceeded Achieved Not achieved New to role
			Exceeded Achieved Not achieved New to role
			Exceeded Achieved Not achieved New to role
			Exceeded Achieved Not achieved New to role

COMPETENCY ASSESSMENT		Rating (enter the level/ demonstrated)
Competency Description		
1. I don't know anything about this.	4. I do this well on my own and help and guide others in this	
2. I do this when there is somebody to help / prompt/ lead me.	5. I am a leader in this area and set an inspiring example in the organisation.	
3. I do this well on my own.		
Positive 'Can Do' Attitude Being pro-active and showing initiative, with a positive attitude. Manages demanding situations with a positive disposition and a practical, strategic approach.		
	<input type="checkbox"/> Relevant to job?	
Teamwork This is working cooperatively with others, being part of a team, and working together as opposed to working separately or competitively. Enjoying shared responsibility for accomplishments. Actively participating and enjoying building the capability of the team.		
	<input type="checkbox"/> Relevant to job?	
Oral and written communication Sending effective, clear and convincing messages to an audience in an open and effective way, both verbally and in writing. Ability to communicate in different environments and with different groups and levels of people is a key consideration, e.g. children, volunteers, sponsors, etc.		
	<input type="checkbox"/> Relevant to job?	
Work Ethic Prioritising competing work demands, displaying a consistently high level of personal integrity and pride in work. Motivated and willing to learn, accurate, honest and reliable, and able to work effectively unsupervised.		
	<input type="checkbox"/> Relevant to job?	
Leadership This is the ability to take on the role as leader of a team or group and work to bring people together to get the job done. Able to mentor, persuade, convince, or impact on others in order to get them to go along with or support an initiative or idea.		
	<input type="checkbox"/> Relevant to job?	
Relationship Management Maintains and develops strong and effective internal and external (key stakeholder) relationships. Feels a strong sense of service to key stakeholders and meets or exceeds their needs. Is responsive to key stakeholder feedback. Examples of key stakeholders: club personnel, schools, coaches, sponsors, Regional Sports Trusts and other funders.		
	<input type="checkbox"/> Relevant to job?	

Notes

- Choose those competencies that are relevant to the individual's role (by ticking 'relevant to job')
- Indicate the level they should be operating at for their role (1-5)
- At the end of the year, when reviewing performance assess at what level the individual actually demonstrated competence (1-5)
- Implement development actions to close any competency gaps

Manager's Signature	Staff Member's Signature	Date
---------------------	--------------------------	------

APPENDIX 10: Training evaluation template

1. Use the rating scale below to indicate how good the training was overall.

- Excellent Good Fair Poor

2. How well did the course meet your training needs?

- All training objectives met Some training objectives met
 No training objectives met

3. How would you rate the relevance of the course content?

- Excellent Good Fair Poor

4. How would you rate the quality of the course material?

- Excellent Good Fair Poor

5. How would you rate the performance of the trainer?

- Excellent Good Fair Poor

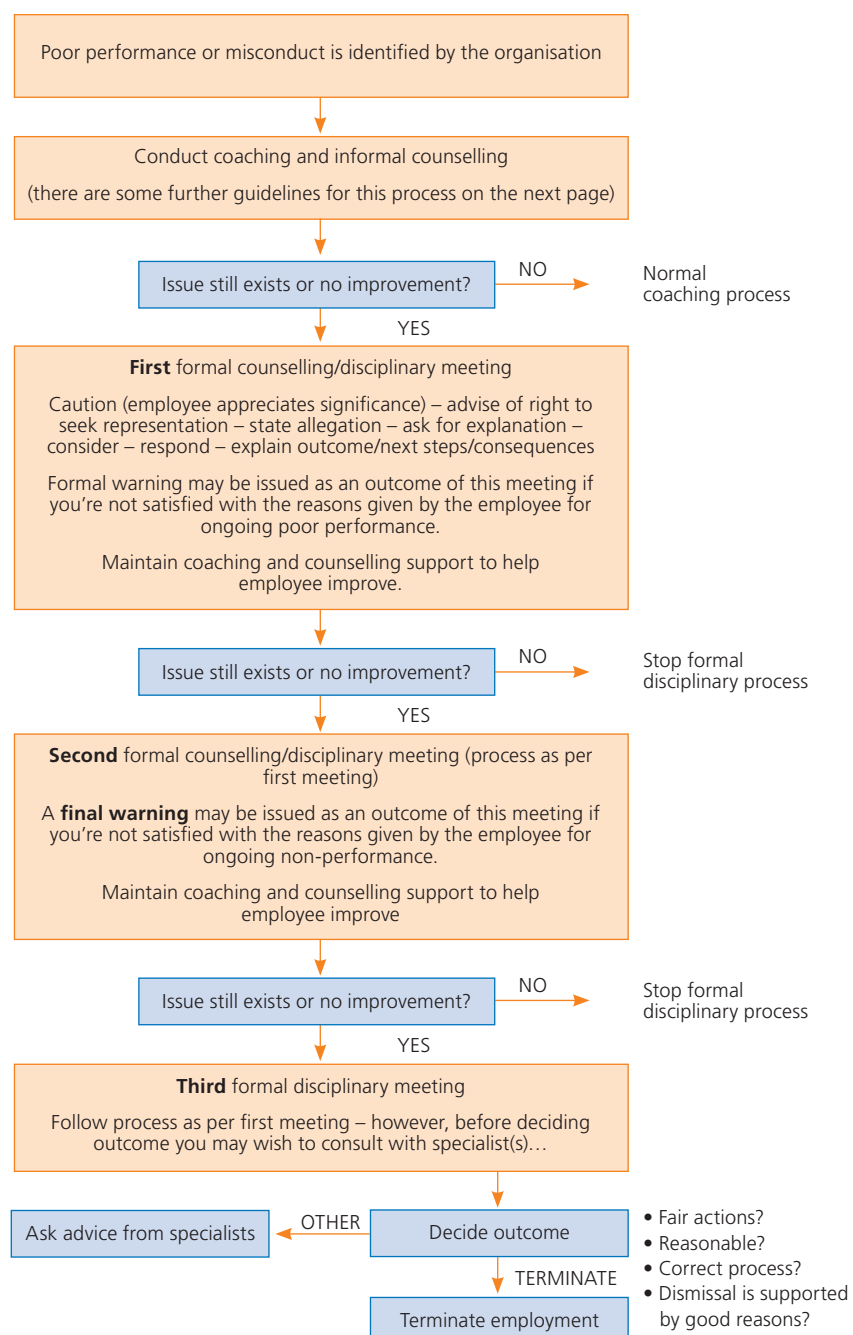
6. Would you recommend this training to others? If not, why not?

7. How do you think this training will help you perform better in your job?

APPENDIX 11: Disciplinary process & coaching to improve performance

There are two areas that can be subject to formal discipline:

- poor performance
- misconduct



Coaching & Informal Counselling

When performance or conduct fluctuates...

STEP ONE – IDENTIFY THE GAP

- Identify clearly the areas of unsatisfactory performance or conduct
- Ensure your facts are correct – have specific examples
- Measure performance or conduct against the required standard
- Check against the performance or conduct of other staff in the same role or business unit
- Avoid opinions.

STEP TWO – EXPLORE THE REASONS FOR THE GAP

- Try to find the real reason for the problem (not always easy)
- Use open ended questions (What? When? Why? How?)
- Create a helpful, co-operative, non-threatening atmosphere for the interview
- Encourage a full response from the employee
- Avoid letting the employee give irrelevant excuses
- Listen to the answers carefully.

STEP THREE – ELIMINATE THE GAP

- Agree on the area of the gap with the employee
- Agree on the need to eliminate the gap
- Agree on the steps to eliminate the gap
- Confirm a plan of action
- Agree with the employee on how you are going to assist him/her (e.g. extra training, AP referral etc)
- Agree an appropriate review date
- If appropriate (e.g. if you have doubts about whether performance or conduct will improve) advise the employee that if the required improvement is not seen, a formal disciplinary procedure will have to commence and their continued employment may be at risk.

Redundancy

If an employee's position becomes surplus to the needs of the organisation, and because of this you wish to terminate the employee's employment for redundancy, you must:

- ensure that the employee is treated fairly; and
- have a genuine reason, related to the position rather than the individual, for deciding that the employee's position is surplus and should not continue.

An employee may take a personal grievance if these obligations are not met.

For a redundancy to be considered genuine and procedurally fair you must meet certain requirements as follows:

A) CONSULTATION

you must:

- consult the affected employee and discuss the basis for a proposal to make the employee's position redundant and the rationale used to select the employee for redundancy;

- give the employee a chance to make submissions (which includes a reasonable timeframe to do so) before any decision is made to make the employee's position redundant;
- consider any submissions the employee makes;
- remain open-minded and not predetermine anything;
- make a fair and reasonable decision in all the circumstances.

Some employment agreements or policies will set out a process for consultation which applies when there is a proposal that may affect an employee's employment. If there is such a process in place, you must follow it.

B) SELECTION CRITERIA

If you have to make some but not all of the staff holding the same or very similar positions redundant (e.g. you have two secretaries, and you only want one), the criteria used to determine which employees will have their employment terminated for redundancy must be chosen and applied in a fair and reasonable manner. You should ensure that:

- the criteria, or the method for determining the criteria, is consistent with any applicable employment agreement or policy;
- affected staff are consulted on the criteria before the criteria are fixed;
- the criteria are objectively fair and reasonable; and
- the selection is carried out in good faith and for genuine commercial reasons.

C) REDEPLOYMENT

If you decide to make a position redundant, as part of the duty of good faith you need to consider whether you can redeploy the affected employee to another position within the organisation. If there is a position available for which the affected employee may be suitable, you should discuss with the employee the possibility of them taking up that position. That does not mean that you have to appoint the employee to the position. However, if you decide not to appoint the employee to a position that seems suitable, you should have good reason for that decision (e.g. the new position requires different skills, or could only be carried out by the employee after a significant period of training).

D) NOTICE

Appropriate notice must be given as set out in the employment agreement.

E) COMPENSATION

If compensation for redundancy is payable according to the employee's employment agreement or your organisational policy, then you should make the payment accordingly. If there is no such policy, or clause in their contract, no payment is required.

F) PROTECTIONS FOR EMPLOYEES WHEN A RESTRUCTURING OCCURS

The Employment Relations Act 2000 provides special protection for employees made redundant as a result of 'restructuring'. The Act divides employees into two categories, which are often referred to as 'vulnerable employees', being those employees listed in Schedule 1A of the Act; and 'non-vulnerable employees', being all other employees.

Vulnerable employees

In the sport and recreation sector, 'vulnerable employees' comprise cleaners and caterers. These employees are provided with a higher statutory level of protection in a 'restructuring' (in their case, defined as the sale, transfer, contracting out, contracting in or subsequent contracting of a business or part of a business) than all other employees.

In general terms, if an employer restructures, vulnerable employees affected by the restructuring (i.e. those employees who will lose their jobs with the employer as a result of the restructuring) have the right to transfer to the entity who will be responsible for the work the employees performed ('the new employer'). The right to transfer includes an entitlement to transfer on existing terms and conditions, with recognition of continuous employment. That is, their service with the employer will be treated as service with the new employer, and they will take all of their service-related entitlements with them to the new employer (such as annual holidays, sick leave, long service leave and redundancy compensation). The quid pro quo is that the employees who transfer are not entitled to any redundancy compensation.

The current employer must inform affected employees of the right to transfer to the new employer and the date by which they must decide whether or not to transfer. The employer must also provide those employees with enough information to enable them to make an informed decision about whether or not to transfer.

An example of how this might work in the sports sector is as follows: an employer employs cleaners to carry out cleaning services. The employer decides to contract out that cleaning work to a cleaning company. The positions of the employer's cleaners will be redundant, because the employer no longer intends to engage employees to carry out cleaning work. However, the employer's cleaners will have the right to transfer to the cleaning company, with recognition of continuous employment. The employer will need to inform the cleaners of their right to transfer, and the date by which they must make a decision, and provide them with sufficient information so they can make an informed decision.

Non-vulnerable employees

Non-vulnerable employees comprise all other employees. The Act requires "employee protection provisions" (EPPs) to be included in all employment agreements for non-vulnerable employees. The purpose of an EPP is to provide a level of protection for employees affected by a "restructuring" (in their case, defined as the sale, transfer, or contracting out of a business or part of a business). The EPP must include a process by which the current employer will negotiate with the person taking on the business matters relating to the affected employees' employment. These matters include whether the affected employees will transfer on the same or similar terms of employment.

An EPP does not create a right for affected employees to transfer, but merely an obligation on the employer to negotiate a possible transfer. The employer will of course be bound to comply with the terms of any applicable EPPs, but the new employer will not.

Redundancy Checklist

- Arrange a meeting with the affected employee giving reasonable notice of the meeting and let them know they are entitled to bring a support person. You should let them know the general purpose of the meeting e.g. proposed restructure.
- Check the employee's employment agreement, and any relevant policies. If there is a process set out in any such document relating to proposed redundancies, you must follow that process.
- Ensure you secure a room which is private and free from distraction.
- At the meeting, discuss with the employee your reasons for the proposed change within the team or organisation (e.g. change of business direction reducing the need for certain services). Let them know that unless alternatives can be found, it is likely their position may be made redundant.
- Emphasise that it is just a proposal at this stage and no final decisions have been made. Explain your reasons for selecting their position rather than another employee's position. Remember: performance should never come into this discussion at all!
- Ask the employee to contact you over the next few days and to forward any information or comments (e.g. suggested alternatives or feedback) that they may have.

- Consider any feedback that the employee provides. If, after considering that feedback, you are satisfied that there is still a genuine commercial reason for making the employee's position redundant, and you wish to proceed with the redundancy,
- You will need to inform the employee that their position will be made redundant. Do this in a meeting and make sure the employee has the opportunity to bring a support person or representative.
- At this meeting, advise the employee that you have considered their suggestions/ comments, but that you have decided to proceed with the redundancy (explaining the reasons for that decision), and that their employment will terminate on the grounds of redundancy on a certain date (unless the employee is redeployed). Explain again why it is their position that has been selected. You may also advise the employee that you will provide a reference or certificate of service.
- After each of the meetings you should confirm the contents of the meeting in writing to the employee. Retain any handwritten notes you make at the time of the meetings.
- Consider whether there are any redeployment or other options that might avoid the need to bring the employment relationship to an end.
- If there are no redeployment options, and depending on your organisation's policy, you may decide to offer some sort of redundancy or outplacement counselling as part of a redundancy package. This would involve paying for some career counselling with a company that specialises in helping employees who have been made redundant deal with the redundancy and move into a new role.

Misconduct Checklist

- Take into account the disciplinary procedures, if any, contained in the employment agreement or employee handbook.
- Fully and fairly investigate the allegations of misconduct.
- Invite the employee to a meeting giving reasonable prior notice of what the meeting is about. Advise the employee that they may have a support person or representative present if they wish.
- At the meeting, outline the allegations. Stress that you have not made up your mind about the outcome of the meeting, but want to hear their explanation.
- Give the employee the opportunity to respond.
- Consider whether any further investigation needs to be carried out. If it does and new information comes to light, put that information to the employee and give them an opportunity to respond.
- Consider any explanations and other issues such as the severity of the misconduct, how similar incidents in the organisation have been dealt with previously, the employee's length of service and employment history.
- Decide whether the employee's conduct amounts to serious misconduct justifying summary dismissal or less serious conduct where a warning would be more appropriate.
- After making your decision, notify the employee (and their representative) of that decision, including any disciplinary action that you have decided to take. Be sure to make your decision and to communicate that decision to the employee as promptly as is possible in the circumstances. If disciplinary action is required, this letter must be placed on the employee's file. If not, then there is no need to place the documents relating to the meeting on their file.

APPENDIX 12: Sample exit interview template

Employee name:	Job title:
Interviewer:	Date:

Questions

1. What are your reasons for leaving the organisation?
2. What could the organisation have done to encourage you to stay?
3. What factors were important in choosing your new role?
4. Is your job description up to date/relevant?
 Yes No
If no, please outline what needs updating
5. Can you describe your levels of job satisfaction?
 Excellent Above Average Fair Poor
If rated fair or poor, please outline what the perceived problems were.
6. Was the job what you expected? If not, why not?
7. What advice would you give to a new employee who takes on your role in future?
8. How can we ensure your knowledge and contacts in the role are captured when you leave?

9. Were there obstacles to you performing your role effectively and if so, what were they?

10. What did you like the most and the least about your role?

11. How fair was your workload?

12. What do you think we do well as an organisation?

13. What do you think we do poorly as an organisation?

14. How would you describe the level of support you were given to perform your role?
e.g. from your manager, colleagues, CEO etc?

Excellent Above Average Fair Poor

How could we have done better in this area?

15. Did you receive adequate assessment and formal feedback on your job performance?
If not, why not?

16. What are your views on your remuneration package? e.g.

	Excellent	Above Average	Fair	Poor
<i>Base salary</i>				
<i>Bonus</i>				
<i>Holiday Pay</i>				
<i>Sick Pay</i>				
<i>Medical Insurance</i>				
<i>Mobile phone</i>				
<i>Company Car</i>				
<i>Reimbursement of expenses</i>				

17. How could we do better in the area of remuneration and benefits?

18. How did you feel about the working conditions here?

	Excellent	Above Average	Fair	Poor
<i>Office accommodation</i>				
<i>Office equipment</i>				
<i>Computer systems</i>				
<i>Parking</i>				
<i>Location</i>				
<i>Health and Safety</i>				
<i>Security</i>				
<i>Sports and social facilities</i>				
<i>Meals and/or refreshment facilities</i>				

19. Do you have any suggestions about how working conditions could be improved?

20. What sort of opportunities were you given to discuss career development?

21. What is your view of the training opportunities we provide?

22. How would you describe the way in which the organisation communicates with its employees?

Excellent Above Average Fair Poor

23. Can you suggest ways in which we could improve our communication with employees?

24. Can you suggest ways in which we could improve the way we manage our employees?

25. Can you think of ways in which we could improve our business?
26. How would you describe the way this organisation looks after its employees?
 Excellent Above Average Fair Poor
27. How do you think we could improve on the way we treat our employees?
28. How would you describe the morale of employees in this organisation?
 Excellent Above Average Fair Poor
29. How could we improve the morale of our employees?
30. What did you enjoy most about the culture of the organisation?
31. What did you enjoy least about the culture of the organisation?
32. Would you consider working for us again in the future?
33. Would you recommend this organisation to other people, as a place to work?
If not, why not?
34. Are there any other comments you would like to make?

APPENDIX 13:

Flexible work arrangement templates

Application for Flexible Working Arrangements

I am applying for a variation to my current working arrangements under Part 6AA of the Employment Relations Act 2000. I am currently providing care for

_____ (insert name)

who is my _____ (describe relationship).

I request to change my hours/days/place of work (select option(s)) to:

This is a proposal for a permanent/temporary (delete one) change to my current working arrangements.

I would like my new working arrangements to start on / / and to finish on / / (if temporary).

These changes will help me to provide better care because:

I believe (NAME) will need to make the following changes to accommodate my request if it is approved:

Name:	Date:	Signature:
-------	-------	------------

Acceptance Letter – Flexible working request

{NAME of Organisation}

{Date}

{Employee details}

Dear {Name}

Thank you for your request to vary your working arrangements under Part 6AA of the Employment Relations Act 2000. I have carefully considered your request and agree to your proposal.

Your {hours/days/place of work} will now be {insert the changes} with effect from {insert start date}. This is a {permanent/temporary} variation to your terms and conditions of employment {if temporary: and will end on}. When the end date is reached you will return to your current working arrangement).

Kind regards

{Manager's Name}

Refusal Letter – Flexible working request

{NAME of Organisation}

{Date}

{Employee details}

Dear {Name}

Thank you for your request to vary your working arrangements under Part 6AA of the Employment Relations Act 2000. I have carefully considered your request and unfortunately this request has not been granted.

Your request has been declined because:

[Choose one of the following three appropriate explanations:]

1. You are not currently eligible to make this request as you have not yet been employed by us for six continuous months, or
2. You are not currently eligible to make this request as you do not meet the criteria of providing care for another person, or
3. We cannot currently accommodate your required working arrangements due to the (select one or more of the reasons below and provide further explanation about why that ground applies in the particular circumstances)
 - inability to reorganise work among existing staff.
 - inability to recruit additional staff.
 - detrimental impact on quality.
 - detrimental impact on performance.
 - insufficiency of work during the periods you propose to work.
 - planned structural changes.
 - burden of additional costs.
 - detrimental effect on ability to meet customer demand.

Although your request has been declined at this time, you may be eligible to make another request 12 months from the date of this one.

Kind Regards

{Manager's Name}

APPENDIX 14: Glossary of terms

Accident investigation: when an accident occurs you must have a process for finding out what happened, what the causes were and what can be done to prevent it occurring in future.

Accident register: a record of all accidents in the workplace.

Base salary: the annual salary paid to an employee that reflects their key skills and experience.

Benefits: cash benefits including medical insurance, superannuation, car park, gym membership, mobile phone, car etc.

Bonus: payment made in addition to base salary and benefits, which may or may not be linked to pre-set targets or performance measures.

Closed questions: require a candidate to respond with a yes or no answer. These tend to be used when clarifying facts in an interview.

Commission payments: payments usually linked to sales roles and payable on achievement of pre-set targets or budgets.

Competencies: behavioural competencies describe the behaviours you would expect someone to demonstrate in order to be successful in the role. Technical competencies are the technical skills and knowledge someone needs to be successful in the role.

Employee participation system: this is a system that gives employees a reasonable opportunity to have input into health and safety.

Exit interview: an interview with a person who has resigned. It is designed to find out information about why they left so that changes can be made to minimise employee turnover in future.

Hazard register: one of the requirements of the Health and Safety Act is to provide employees with a list of identified hazards in the workplace and the steps taken to isolate, minimise or eliminate them. This list is called a hazard register.

Induction training: a type of training that focuses primarily on welcoming a new employee to an organisation and provides them with all the information and tools required to perform competently in their new role and organisation.

Job description: a document which accurately defines a role and outlines why it exists in an organisation. It outlines the skills and experience required to perform competently in the role, as well as providing information on the type of personal attributes required in order to be successful in the role.

Objectives: what an employee sets out to achieve.

E.g:

- Delivering better customer service to both internal and external customers.
- Maintaining the highest possible quality.
- Increase profits by 20% this year.

Open questions: those that encourage a candidate to open up and share information in an interview. They tend to start with phrases such as, "Tell me about...describe a time..." etc.

Performance-based pay: Recognises and rewards employees for levels of performance over and above those required by the job description.

Performance review process: this is the process which enables managers and employees to communicate about performance and development needs throughout the year. It provides a framework for assessing and reviewing performance against an agreed set of objectives and competencies.

Performance management process: provides the framework for individuals, managers and the organisation to monitor, review and develop their employees' performance and the overall performance of the organisation.

Probing questions: allow an interviewer to dig for more information in an interview and tend to start with "why...what...how" etc.

Psychometric tests: these are tests which provide additional information about job applicants and can be used as part of the recruitment process. There are a wide range of tests available, but the tests commonly focus on areas such as *personality testing* (how a person likes to work or their behavioural style); *ability testing* (verbal and numerical reasoning); *sales skills* (sales orientation) and *motivation and values* (drive).

Redundancy: when a position filled by an employee is deemed to be superfluous to the needs of the organisation.

Remuneration policy: an overview of an organisation's approach to remuneration, designed to give employees a clear understanding of how they are remunerated.

Salary surveys: these surveys report on pay and benefits movements in the market over the past 12 months, forecast increases for the next 12 months and other remuneration and benefits trends.

Structured interview questions: asking all applicants for a job a set of core questions based on the competencies required to do the job.

Training needs analysis: a systematic way of identifying training needs at either the employee level or at the organisational level. Once training needs are clearly identified, relevant training initiatives can be provided to meet them.

Variable pay: performance-based payments which are contingent on the performance of the individual (e.g. in relation to objectives), or the performance of a team (e.g. project completion) or company performance (e.g. profit). They include things like commission, incentive payments and bonuses.



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