HR Employee
Handbook template

August 2018

**Sport NZ Employee Handbook**

This Employee Handbook template is provided by Sport NZ for use and adaptation by Sports and Recreation sector organisations. The content of this handbook aligns with the Sport NZ suite of HR policies.

Sector organisation can use and amend some/all of the content in this handbook (and the accompanying Sport NZ HR policies) to fit their particular circumstances and organisational needs. When using and implementing some/all of the content of this handbook the organisation should take care in ensuring that the content is:

1. Aligned with their HR policies (including those used from the Sport NZ suite of policies)
2. Required;
3. Reflective of that organisation’s needs, circumstances and values;
4. A fit with the culture of the organisation; and
5. Complete and accurate.

Organisations are encouraged to use either internal or external expert advice in doing do.

Much of the content from this handbook has been adapted from Sector organisations and is used here with permission. Thanks to Swimming New Zealand, Hockey New Zealand, Sport Northland, Sport Whanganui and Sport Otago for their assistance. Organisations looking to implement new or amend existing policies are encouraged to contact other Sector organisations to benchmark and learn.

# Finally – neither Sport NZ nor any of the source organisations take or accept any responsibility for the use of these policies. Organisations should seek their own independent expert advice when in doubt over policy matters.

ORGANISATION

EMPLOYEE HANDBOOK

Excluding Health, Safety and Wellbeing

Contents

[1 Health, Safety and Wellbeing 6](#_Toc518550689)

[2 Code of Conduct 7](#_Toc518550690)

[2.1 Conflict of Interest 7](#_Toc518550691)

[2.2 Confidentiality 7](#_Toc518550692)

[2.3 Copyright and Protection Of Intellectual Property 7](#_Toc518550693)

[2.4 Dealing With Media/ Giving Interviews 7](#_Toc518550694)

[2.5 Privacy Relating to the Treatment of Personal Information 7](#_Toc518550695)

[2.6 Dress code 8](#_Toc518550696)

[3 Recruitment and Induction 9](#_Toc518550697)

[3.1 Recruitment 9](#_Toc518550698)

[3.2 Sport NZ Funded Recruitment 9](#_Toc518550699)

[3.3 Recruitment Consultants 9](#_Toc518550700)

[3.4 Induction 9](#_Toc518550701)

[4 Remuneration 10](#_Toc518550702)

[5 Hours of Work and Flexi-Time 11](#_Toc518550703)

[5.1 Office Hours 11](#_Toc518550704)

[5.1.1 Lunch Time 11](#_Toc518550705)

[5.1.2 Morning/Afternoon Tea Breaks 11](#_Toc518550706)

[5.2 Flexitime 11](#_Toc518550707)

[5.2.1 Flexible Working Time 12](#_Toc518550708)

[5.2.2 Limits of working day (This defines the hours & time within which an employee may normally work) 12](#_Toc518550709)

[5.2.3 Flexi Period 12](#_Toc518550710)

[5.2.4 ORGANISATION Events 12](#_Toc518550711)

[5.2.5 Conferences/Meetings/Seminars/PD (Out of Town) 12](#_Toc518550712)

[5.2.6 Medical/Personal/Non Work Related Appointments 12](#_Toc518550713)

[5.2.7 BIRTHDAYS (Pro Rata for Part time employees) 13](#_Toc518550714)

[6 Use of Company Vehicles 14](#_Toc518550715)

[6.1 Vehicles 14](#_Toc518550716)

[6.1.1 Use of Company Vehicles 14](#_Toc518550717)

[6.1.2 Insurance Cover 15](#_Toc518550718)

[6.1.3 Accidents/ damage 15](#_Toc518550719)

[6.1.4 Servicing 16](#_Toc518550720)

[6.1.5 Use of Own Car – Reimbursement 16](#_Toc518550721)

[6.1.6 Health and Safety 16](#_Toc518550722)

[6.1.7 Withdrawal of Use of an ORGANISATION Vehicle 16](#_Toc518550723)

[6.1.8 Return of vehicles 17](#_Toc518550724)

[7 Leave 18](#_Toc518550725)

[7.1 Leave Policy 18](#_Toc518550726)

[7.1.1 Managing Leave 18](#_Toc518550727)

[7.1.2 Taking Annual Leave 18](#_Toc518550728)

[7.1.3 Christmas Close Down 18](#_Toc518550729)

[7.2 Annual Leave Recording and Approval 19](#_Toc518550730)

[7.2.1 Public Holidays 19](#_Toc518550731)

[7.2.2 Sick Leave 19](#_Toc518550732)

[7.2.3 Medical Certificates 19](#_Toc518550733)

[7.2.4 Bereavement Leave 20](#_Toc518550734)

[7.2.5 Other Leave 20](#_Toc518550735)

[7.2.6 Parental Leave 20](#_Toc518550736)

[7.2.7 Primary Carer Leave 21](#_Toc518550737)

[7.2.8 Partner's Leave 21](#_Toc518550738)

[7.2.8.4 Applying For Parental Leave and Payments 22](#_Toc518550739)

[7.2.8.5 Returning to Work 22](#_Toc518550740)

[7.3 Jury service 23](#_Toc518550741)

[7.4 Time in Lieu Policy 23](#_Toc518550742)

[7.4.1 What is TOIL 23](#_Toc518550743)

[7.4.2 General Principles 23](#_Toc518550744)

[7.4.3 Rules on Accruing and Taking TOIL 24](#_Toc518550745)

[8 Performance Appraisals 25](#_Toc518550746)

[8.1 Annual Appraisal Process 25](#_Toc518550747)

[9 Training and Development 26](#_Toc518550748)

[9.1 Types of Training 26](#_Toc518550749)

[9.2 Planning Training 26](#_Toc518550750)

[9.3 Approving Training 26](#_Toc518550751)

[10 Misconduct And Disciplinary Matters 27](#_Toc518550752)

[10.1 Disciplinary Action 27](#_Toc518550753)

[10.2 Resolving Employment Relationship Problems 27](#_Toc518550754)

[Employment Related Policies 28](#_Toc518550755)

[10.3 Equal Employment Opportunity (EEO) 28](#_Toc518550756)

[10.4 Discrimination and Harassment Policy 28](#_Toc518550757)

[10.4.1 Discrimination, harassment and inappropriate behaviour 29](#_Toc518550758)

[10.4.2 What Is Sexual Harassment? 29](#_Toc518550759)

[10.4.3 Complaint process 29](#_Toc518550760)

[11 Leaving the Organisation 30](#_Toc518550761)

[11.1 Return of company property 30](#_Toc518550762)

[11.2 Exit Interviews 30](#_Toc518550763)

[11.3 Employee References 30](#_Toc518550764)

[11.4 Non-employee References 30](#_Toc518550765)

[12 Declaration 31](#_Toc518550766)

# Note: [organisation] has the right, at its sole discretion, to add, amend, or delete any policy or procedure, including those in this Employee Handbook.

# Where there is any inconsistency between this Employee Handbook and your Employment Agreement, your Employment Agreement prevails.

# Health, Safety and Wellbeing

Please refer to the dedicated Health and Safety Employee and Volunteer Handbook; the Health and Safety Manual - Practice, Templates and Procedures, and the Health, Safety and Wellbeing Policy.

# Code of Conduct

## Conflict of Interest

During your employment, you must not undertake any activity or have any interest (e.g. memberships, directorships, shares, or contract) with any person or in any organisation which may constitute a conflict of interest with [organisation]. You must notify your manager immediately upon becoming aware of any potential or actual conflict of interest during your employment. Subject to your Employment Agreement any work undertaken with other organisations must have the prior approval of the Chief Executive to ensure it does not interfere or create a conflict with your main employment with [organisation].

## Confidentiality

In the course of your employment you may have access to confidential information. Such information is strictly confidential and must not be used or divulged (directly or indirectly) by you, either during or after your employment with [organisation]. A breach of confidentiality is a very serious matter and may be grounds for disciplinary action up to and including dismissal and/ or legal action.

## Copyright and Protection of Intellectual Property

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]. This includes any program, strategy or system you develop during your employment with [organisation]. Any copyright or merchandising rights in such work shall be the sole and exclusive property of [organisation] in accordance with the Copyright Act 1994.

## Dealing with Media/ Giving Interviews

The Education Team may engage local media to advertise events, achievements and to publicise business relationships – normally with their manager’s prior approval.

All other media contact must have the approval of the Chief Executive prior to material being submitted to the media. Media includes (but is not limited to) print, television, radio and for on-line distribution.

All media requests for interviews and/or comments must be firstly directed to the Chief Executive and/or designated media liaison person.

## Privacy Relating to the Treatment of Personal Information

Your personnel records are kept securely by the Finance Manager. Access to this information can be obtained through your manager. You must ensure that all personal information is protected against unauthorised use, access and disclosure. All employees must comply with the Privacy Act 1993.

## Dress code

[organisation] 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]’s culture

The overriding consideration is that you look smart and professional at all times and that you dress appropriately for the occasion.

**Education specific dress code**

At all times when you are representing [organisation], you are required to be wearing clothing which has the [organisation] logo on it.

Times to be wearing [organisation] branded clothing include but are not limited to:

* Whenever you are in an [organisation] vehicle
* When you are attending meetings
* When you are promoting [organisation]
* When you are delivering Education Courses or theory sessions
* When you are at a facility completing education follow up (e.g. evidence gathering)
* When you are visiting a school or working with a school teacher
* When you are delivering the KSS programme
* When you are promoting [organisation] and the KSS programme

# Recruitment and Induction

## Recruitment

Prior to undertaking any recruitment, the Finance Manager/Chief Executive must approve filling the vacancy. This approval must be in writing and include the remuneration payable for the role.

All roles should have a current Job Description and this should be reviewed prior to any recruitment activity.

All approved vacancies will be advertised internally and, where appropriate, externally.

[organisation] is committed to complying with the Human Rights Act 1993 and to conducting recruitment processes that are fair to all applicants.

Recruitment activity should follow the Sport NZ guidelines which can be accessed via the link below.

<https://sportnz.org.nz/managing-sport/search-for-a-resource/guides/recruitment--2>

Ministry of Justice/Credit Checks will/will not be conducted.

Psychometric testing will be conducted as appropriate for key roles.

Reference checks must be carried out with at least two referees (preferably work related) before any offer of employment is made.

## Sport NZ Funded Recruitment

Where [organisation]has funding from Sport NZ toward a priority role the Sport NZ process for recruiting these roles must be followed. This includes the use of preferred Recruitment Agencies/Consultants and Psychometric testing.

## Recruitment Consultants

The use of Recruitment Consultants can be an expensive exercise. The Chief Executive must approve each engagement of a Recruitment Consultant unless Sport NZ funding requires such an engagement.

## Induction

Managers of new employees are responsible for the induction process. The Sport NZ Induction checklist should be followed and can be found at the link below:

<https://sportnz.org.nz/managing-sport/search-for-a-resource/guides/people-management-toolkit>

# Remuneration

Our remuneration policy is one of the mechanisms we use to attract, engage and retain people with the capabilities we need to achieve our strategy. Paying people fairly has a positive impact on their engagement and intention to stay.

[organisation]’schosen market is the Not-for-profit / Sport and Recreation Sector / General (select one) Market.

[organisation]’schosen region is National / Metropolitan / Rest of North Island / South Island (select one).

[organisation]’schosen position in the market is the 25th/40th Percentile / Median / 60th/75th Percentile (select one) of that market.

[organisation]’spay practice is based on Base Salary / Fixed Remuneration / Total Remuneration (select one).

The government’s mandated superannuation scheme e.g. KiwiSaver is (select one) included in the organisation’s pay practice.

[organisation]’ssalary range will be 70-130% / 75-125% / 80-120% / 85-115% of the market position.

[organisation]will obtain market information from at least one remuneration survey provider each year to inform remuneration decisions.

[organisation] will establish salary ranges based on job codes / bands / grades / points (select one).

Cars provided as part of the remuneration package will be valued in accordance with the remuneration survey provider’s / other methodology (specify).

Remuneration on appointment to a job will be in the range of 70-80% / 75-90% / 80-95% / 85-95% (select one) of the midpoint for the job depending on the assessment of the candidate’s likely performance made during the selection process.

The Board will approve the remuneration of the Chief Executive and their direct reports.

The Chief Executive will approve the remuneration of all other employees within the policy, and make a recommendation to the Board for decisions that fall outside policy.

The remuneration of all employees will be reviewed annually, having regard to the market movement, need to retain people, and the organisation’s ability to pay.

Any changes to individual’s remuneration will be prioritised as follows:

* Comply with Minimum Wage Act requirements
* Reward high performers (in accordance with the Performance Appraisal Policy)
* Address any pay inequities.

There will be no expectation or entitlement to any increase in remuneration and any change will be at [organisation]’s sole discretion.

All employees will be provided with a remuneration and benefits letter/statement on commencing their employment and following any changes.

# Hours of Work and Flexi-Time

## Office Hours

The [organisation] office will be open from 8.00am to 5.00pm Monday to Friday, excluding Public Holidays.

All employees are expected to meet the highest standards of punctuality.

On leaving the office during working hours, all employees should change their status via the relevant mechanism and indicate their time of return as well as ensuring their outlook calendars state where they are and when they are expected back.

### Lunch Time

All employees working more than 5 hours on any given day are required to take a lunch break of at least 30 minutes. Lunch breaks do not count towards normal hours worked.

 Employees will be allocated Lunch Duty one hour per week to ensure that the office is always attended. Other employees can take their lunch breaks when convenient between 12-2pm where possible (a minimum of 30 minutes for all full-time employees). This must be reflected on each day of your outlook calendar.

### Morning/Afternoon Tea Breaks

Paid morning and afternoon tea breaks are for 15 minutes, and are normally taken two hours after start time and lunch breaks (usually 10am & 3pm). Employees starting after 9.30am have no entitlement to morning tea; employees finishing before 4pm have no entitlement to afternoon tea. With flexitime the employee may be required to change rest break times to suit hours worked and employer business needs.

## Flexitime

Most employees are required to work regularly outside of normal office hours, which is necessitated by the fact that many of our clients (sporting organisations, community groups and the educational sector) conduct their business in evenings and weekends.

Subsequently, it is an accepted part of our business that employees be prepared to meet the variable hours and additional workloads. As an employer, [organisation] is conscious that there needs to be a common-sense approach to ensure employees do not work excessive hours on a regular basis and to aid work life balance.

Employees must ensure that their Outlook Calendars are an accurate reflection of their day to day working hours. All calendars must stipulate working hours for each day, weekly in advance and the total number of hours worked each week input.

If an employee has an excessive workload that requires over 45 hours per week for more than a 4 week period then they must contact their line manager to discuss accrual of flexitime.

### Flexible Working Time

Employees have the ability to choose and/or vary their start and finish times to achieve their contracted hours of work. Normal office hours are 8am – 5pm, Monday – Friday. **However, variation to contracted hours of work are subject to agreement with your line manager,** whose responsibility it is to see that the needs of our stakeholders are met and that the office is adequately staffed during normal office hours.

### Limits of the working day (This defines the hours & time within which an employee may normally work)

Monday to Friday, **a maximum of 10 working hours per day between the hours of 6am – 8pm**. (This excludes one off events such as travel/conference/events where extended hours may be required – these instances **must be first agreed to with your line manager** **and hours agreed – see below**) .

### Flexi Period

Flexi time is to be zero balanced within a two week period. All employees must firstly bank additional hours the week prior to when they wish to take back time worked. *(i.e. You must first work 45 hours in week 1 before you can hope to work 35 hours the following week)*

### [organisation] Events

Flexitime is **not** triggered for employees attending the annual Sports Awards. All other events will trigger flexitime, however a maximum number of hours will be set by the Events Manager in consultation with the Chief Executive prior to each event and employees rostered on as and when required.

### Conferences/Meetings/Seminars/PD (Out of Town)

Employees may be required to attend conferences/PD/meetings etc in the normal course of their work. Hours spent attending these and for required travel time may count towards normal contracted working hours, however **hours should be agreed to with your line manager in advance**. Hours will include travel time to and from the venue, plus actual time required to attend the conference/meeting less any scheduled meal, rest breaks & optional gatherings. This may not necessarily be hour for hour. Agreed times involved in travelling and attending meetings should be clearly recorded in your Outlook calendars.

### Medical/Personal/Non Work Related Appointments

Appointments such as doctors, dentists and non-work related etc. should be taken using flexitime and marked clearly in your Outlook calendar as 'personal'*. (these hours must be deducted from your total working hours for the day)*

A common sense approach is to be adopted in utilising flexitime as detailed above, with either a later start (with the exception of Monday mornings when you are required to be at work by 9.00am) or possibly an earlier finish. Appropriate time frames must be kept to fit with the operational functions of [organisation]. e.g. If you have an evening meeting, you may choose to start work later on that day or the following day.

### BIRTHDAYS (Pro Rata for Part time employees)

Employees are given leave with pay for the afternoon of their Birthday. If your Birthday falls on a weekend you can take the Friday afternoon preceding your birthday off.

# Use of Company Vehicles

## Vehicles

Company vehicles remain the property of [organisation] under contract to XXXX Vehicle Leasing. Vehicles may be substituted at [organisation]’s discretion.

Any forfeiture of the vehicle will result in the replacement cost being recovered from the employee responsible for the car at that time.

The Education Team are provided a vehicle for work purposes only. It is not to be used for private use at any time. A mileage log is to be signed and submitted to Head Office on a monthly basis.

### Use of Company Vehicles

Non [organisation] individuals are allowed to drive [organisation] vehicles at the discretion of the [organisation] employee allocated the vehicle at the time. It is the responsibility of the [organisation] employee to ensure that the individual they allow to drive the vehicle understands and abides by this policy at all times.

In all cases, it is the driver's responsibility to ensure:

* They have a current driving licence
* The vehicle has a current warrant of fitness
* Servicing is carried out in a timely manner
* Oil, water and tyres are checked on a regular basis
* The vehicle is in a safe operating condition
* Minor dents and scratches are touched up before rust takes hold
* The vehicle is parked overnight, and on weekends and holidays, in a reasonably secure place
* Log book or other records are kept as may be required
* No major repairs, repaints or bodywork may be carried out without prior authority and consultation with the Finance Manager
* The vehicle is looked after and kept clean, inside and outside

In exceptional circumstances the cost of cleaning the vehicle may be paid by [organisation]. In normal situations any cleaning costs are to be met by the driver.

All [organisation] vehicles will be sign written and care of the decals is required. Replacement of decals required because of damage caused by employees will be at their cost.

Where an employee has been allocated a [organisation] vehicle, it must be brought to work each day that the employee is at their normal work location. During working hours when the vehicle is not required by the employee, it must be made freely available to other personnel for [organisation] business.

Employees driving [organisation] vehicles are responsible for the payment of all expenses associated with or arising from fines or impoundment. Traffic and parking offences will be the responsibility of the employee in charge of the car at the time. [If necessary these amounts will be deducted from salary and paid to the authority requiring payment]

Hitchhikers may not be uplifted as passengers.

Smoking is not permitted in [organisation] vehicles.

### Insurance Cover

[organisation] vehicles are insured with xxx - policy number.

All hire cars rented by employees for [organisation] business purposes in New Zealand are covered by the Insurance policy.

All vehicles rented abroad should include insurance as part of the rental agreement.

Like most vehicle insurance cover, an excess is charged for each claim. The current excess is prescribed as follows:

Standard Policy Excess $500 (anyone 25 years old and above)

Then there are additional underage excesses that apply as follows:

Drivers aged 21 to 25 $500

Drivers aged under 21 $1,000

These are standard industry Commercial Motor Vehicle policy excesses applied by all insurers. No excess applies to vehicle windscreens or window glass.

### Accidents/ damage

In the event of any damage involving a [organisation] vehicle or an accident involving another vehicle or person, the Finance Manager must be advised as soon as possible.

The Chief Executive must be notified immediately should an accident result in:

* + 1. Injury or death to a person
		2. Damage or injury likely to result in adverse publicity to [organisation]

In all cases an insurance Motor Claim Form must be completed and returned to the Finance Manager.

When the driver of a [organisation] vehicle has been involved in an accident and it is considered that negligent driving on the part of the driver contributed, all details, available reports and the driver's explanation are to be considered and taken into account:

* Where the insurer decides (at its discretion) to impose the insurance excess [organisation] will make payment and recover this amount from the employee responsible for the vehicle
* If, in the event of negligent damage resulting in the cost of repair to the vehicle being less than the insurance excess, the vehicle will be repaired and the cost charged to the employee responsible [If necessary these amounts will be deducted from salary]
* Any costs resulting from hiring a substitute vehicle in these circumstances will be the responsibility of the employee.

The employee responsible for the vehicle will be personally liable for the cost of any repairs to a vehicle if damage was caused due to impairment because of drugs or alcohol use. Such costs will be recovered retrospectively if necessary.

### Servicing

Vehicle servicing must be carried out by your local Marque dealership.

WOF and tyre replacement can be carried out at any reputable retail outlet.

The cost of servicing, WOF and regular maintenance will be met by [organisation]. Employees will be expected to obtain competitive quotes. All maintenance expected to cost more than $500 is to be authorised by the Finance Manager prior to the work being undertaken.

For any windscreen cracks or chips - Smith and Smith should complete repairs these are normally covered under our insurance policy.

### Use of Own Car – Reimbursement

At times employees may be required to use their personal vehicle for [organisation] use. [organisation] will reimburse employees for occasional use at the Inland Revenue declared Mileage Rate. More prolonged usage allowance will be negotiated with the employee.

### Health and Safety

[organisation]'s Health and Safety policies and procedures apply when using [organisation] vehicles on [organisation] business. In addition, drivers of [organisation] vehicles must be conversant with the current traffic regulations and road code.

#### Working and Driving Hours

[organisation] does not expect employees to drive for excessive amounts of time. Also the Government considers “drivers” should not work more than 13 hours without a 10 hour break. As a guide, employees are not expected to work more than a 13 hour day including travel time, or when they are fatigued.

### Withdrawal of Use of an [organisation] Vehicle

The Chief Executive may direct that the use of a [organisation] car be withdrawn on a permanent or temporary basis from an employee who:

* Is deemed by a qualified health practitioner unfit to drive on health grounds
* Is convicted of operating a motor vehicle when impaired by drugs or alcohol
* Is convicted of reckless, careless or negligent use a [organisation] vehicle
* Is involved in an accident involving serious injury or death to another person
* Has been involved in two or more serious accidents in a period of two years
* Has a record of flouting traffic regulations more than four times in a two year period
* Willfully contravenes [organisation] rules relating to use of motor vehicles

### Return of vehicles

Vehicles must be returned in an acceptable condition. Any costs associated with repairing vehicles will be the responsibility of the employee.

# Leave

## Leave Policy

This policy sets out the principles and processes that apply with respect to the management of leave entitlements. It in no way intends to provide unnecessary boundaries; rather the primary goals of this policy are to:

* Encourage all employees to maintain a positive work and life balance by taking their full annual leave entitlement in the year it falls due.
* Ensure compliance with the Holidays Act 2003 and [organisation]’s Employment Agreements.
* Guide the accurate recording of annual leave.
* Minimise the carrying forward of annual leave and the negative affect this has on [organisation]’s financial performance.
* Assist [organisation] to meet its obligations as a good employer.

### Managing Leave

Managers should monitor employees' leave balances and the amount of leave taken should ensure that all employees are provided with an opportunity to take their full annual leave entitlement for the year.

When applying for leave you should also consider:

* Your estimated workload throughout the year as well as that of your colleagues in your Business Unit
* the maximum amount of leave accrued at any one time should not exceed 15 days, unless agreed in writing by the Chief Executive
* should you have a high annual leave balance, you will not take more than 40 days annual leave in the calendar year

### Taking Annual Leave

Annual holidays are to be taken at a time that is agreed by you and us, and we will try to allow you to take holidays at a time that best suits you, taking into account your need for rest and relaxation and the amount of notice you give us. However, we also need to consider the needs of our organisation, and there may be times when we do not agree to the holidays you apply for. There may also be occasions when we direct you to take holidays, in which case we will give you at least 14 days’ notice.

It is important that you be refreshed and relaxed, and that your holidays not accumulate beyond a reasonable level. For these reasons, we encourage you to use your full holiday entitlement each year.

### Christmas Close Down

Where a close down period is observed between Christmas and New Year, or during some other time during the year, it is expected that employees take annual leave at that time.

Head Office will be closed between Christmas Eve and the first business day of the New Year.

Employees who do not have enough accrued leave at the time of the close down period will either use their annual leave entitlement in advance or, if they wish, leave without pay may be granted.

## Annual Leave Recording and Approval

All annual leave (including sick leave) must be authorised by your respective manager before being submitted via iPayroll.

### Public Holidays

You are entitled to take the 11 public holidays specified in the Holidays Act 2003, being Christmas Day, Boxing Day, New Year’s Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queen’s Birthday, Labour Day and the relevant provincial Anniversary Day. If you take a holiday on one of these days (thus observing the public holiday) and that day would otherwise have been a working day for you, you will be paid for that day.

Depending on the needs of our organisation, we may require that you work public holidays, if this is the case the written authority of the Chief Executive must be received in advance.

Where we require you to work on a public holiday, we will pay you one and a half times what you would normally have been paid for the time worked in accordance with the Holidays Act 2003. In addition, if that day would otherwise have been a working day for you will also be entitled to an alternative holiday.

Any work on a public holiday must be approved in advance and in writing, by the Chief Executive, otherwise the benefits in this clause will not apply.

### Sick Leave

You shall, during the term of this agreement be provided with 5 days paid sick leave per annum. This may be taken when you are unable to work because:

* You are sick or injured
* Your spouse or partner is sick or injured.
* One of your dependents is sick or injured.

### Medical Certificates

We may require you to provide a medical certificate if you take sick leave and:

* You or your spouse, partner or dependent has been sick or injured for three or more consecutive days (at your cost).
* You have used up your sick leave entitlement, or have taken more than the minimum entitlement of 5 days' sick leave provided for by the Holidays Act 2003 (at your cost)
* We otherwise want you to provide us with a medical certificate to support your sick leave (at our cost)

In addition, where we have concerns about your fitness for work, we may request that you consult one or more health professionals nominated or approved by us, at our cost, to provide advice to you and to us about your health and fitness for work, and about ways of managing your illness or injury while at work. We may make this a condition of you remaining at work or returning to work from sick leave. If you do not consult a health professional as requested, we may act on the basis of the information that is available to us at the time, and draw whatever inferences we consider are appropriate and reasonable in the circumstances.

### Bereavement Leave

You are entitled to:

* Three days’ bereavement leave (per annum) upon the death of your spouse, partner, parent, child, brother, sister, grandparent, grandchild, or spouse’s or partner's parent.
* One day’s bereavement leave (per annum) on any other occasion on which we accept that you have suffered a bereavement. In making this decision, we will take into account the closeness of your association with the deceased and any responsibilities you might have in relation to the death or funeral.

### Other Leave

We may grant you additional or other leave (e.g. extended bereavement leave) where we consider that to be appropriate. Such leave may be paid or unpaid, and conditions may apply.

### Parental Leave

Parental leave will be administered in accordance with the Parental Leave and Employment Protection Act 1987.

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 assumption of responsibility. Under the Parental Leave and Employment Protection Act 1987.

Primary carers or partners of primary carers who meet the relevant eligibility criteria are entitled to parental leave.

There are different entitlements for leave depending on whether you have worked for us for an average of at least 10 hours per week for either the immediately preceding 6 months, or the immediately preceding 12 months, before the expected birth date or assumption of responsibility of a child (**the 6 or 12 month employment test**).

### Primary Carer Leave

An employee may take primary carer leave if the employee is the primary carer of the child, and meets the 6 or 12 month employment test. Primary carers are entitled to 22 weeks' primary carer leave.

Special leave: if you are pregnant you 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 your doctor or midwife.

### Partner's Leave

Partners of primary carers are entitled to either 1 to 2 weeks unpaid leave on the birth or assumption of responsibility of a child, if that partner meets the 6 or 12 months employment test (respectively).

#### Extended Leave

Extended leave of up to 26 or 52 weeks unpaid leave, less any primary carer leave taken, if the employee meets the 6 or 12 months employment test (respectively). Extended leave may be taken by the primary carer and his or her partner. Extended leave can be taken consecutively or concurrently with leave taken by the partner.

If the primary carer begins primary carer leave early at the direction of a medical practitioner or midwife, or the employer, the period of 52 weeks extended leave will not be reduced by any period of primary carer leave in excess of 22 weeks.

#### Other Provisions

All leave must be taken in the first year after the birth or adoption. Parental leave can be taken for second and subsequent children provided you meet the eligibility criteria. However, you can’t be eligible for another period of parental leave if it has been less than six months since the date that the last period of parental leave ended.

*Additional parental leave for primary carers of preterm babies*

Primary carers of preterm babies are entitled to receive additional weekly parental leave payments for each week the baby was born prior to 37 weeks gestation, to a maximum of 13 weeks. Receiving a preterm baby payment will not affect a primary caregiver's entitlement to the regular parental leave payments. Additionally, a biological mother of a preterm baby will continue to receive the preterm baby entitlement even if she is no longer the primary caregiver.

*Keeping in Touch days*

Primary carers can work up to 40 hours during their 22 weeks' paid parental leave without "returning to work" and foregoing the remainder of their entitlements. This allows primary carers to keep up to date with work and training, making an eventual transition back into work easier. Keeping in Touch days must be arranged in agreement between employee and employer and cannot take place within the first 4 weeks of the child's life.

#### Paid Parental Leave Scheme

If you are eligible for primary carer leave you may also be entitled to a taxpayer funded payment for up to 22 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.employment.govt.nz](http://www.employment.govt.nz). Like wages or salary, the payment is taxed.

#### Applying for Parental Leave and Payments

You should apply for parental leave in writing at least three months before the expected due date or assumption of responsibility of the child, specifying the type of leave you wish to take, the date you wish to start the leave, and the length of the leave. A doctor’s certificate certifying pregnancy and the expected date of delivery is also required.

Please refer to the website <https://www.employment.govt.nz/leave-and-holidays/parental-leave/how-to-apply-for-parental-leave/parental-leave-forms-and-letters/> for sample letters to help you apply for parental leave.

After your leave has been approved, we jointly complete the application form for Paid Parental Leave (IRD880) which can be found at <https://www.ird.govt.nz/forms-guides/number/forms-800-899/ir880-form-paid-parental-leave-app.html> and send this to IRD. [organisatiuon does not pay for your leave; it will be paid direct into your bank account each fortnight by the IRD.

#### Returning to Work

You are required to give 21 days' notice of your intention to either to return or not to return to work. 21 days’ notice is also required if you wish to return to work earlier than previously advised.

#### Will My Position Be Held Open?

In most cases, your position will be held open until the end of the parental leave. The main exceptions to this are if the employer proves that there is a redundancy situation or, in the case of parental leave of more than 4 weeks, if the employer proves that the employee’s position cannot be kept open because a temporary replacement is not reasonably practicable due to the employee’s key position. Whether an employee’s position is a key position depends upon the circumstances of each case.

## **Jury service**

As soon as you are advised that you are required for jury service you should contact your manager.

Certain roles may mean that Jury Service can be waived.

[organisation] may, at its discretion, continue to pay your salary for the time you are on jury service. This will be subject to length of trial, time away etc. If [organisation] does continue to pay your salary whilst on jury service, the money you receive from the Department of Courts (excluding travel allowance) should be paid back to [organisation].

## Time in Lieu Policy

The success of this organisation is founded on the skills, energies and commitment of its employees. You may, on occasions, be required to work outside what are considered ‘core’ hours of work or beyond your contracted hours in order to meet the needs of the business and our stakeholders. Without this goodwill and adaptability it would be impossible to provide a responsive service or cope with work demands.

However, [organisation] also recognises its duty to protect the health and safety of its employees by ensuring that they do not work too many hours and that they are recompensed by taking time off in lieu (TOIL) for any extra time that they do have to work. This policy seeks to set out both a definition of the TOIL system and some guidelines for its implementation.

### What is TOIL

Lieu time is time off which you are allowed to take either in *lieu* of (i.e. instead of) overtime pay or to balance out for hours worked beyond the working day (i.e. evenings and weekends). Under no circumstances can overtime be paid other than in time off, and all references to “overtime” in this document mean unpaid overtime.

TOIL is not to be confused with working flexibly due to the nature of the role. For example working to meet periods of high demand should be offset with lull periods. All instances will be treated carefully by your manager and must be agreed in writing in advance.

TOIL allows employees to respond flexibly to unexpected service or personal needs as well as respond to the occasional need to vary the timings of service provision, such as irregular weekend workshops or seminars.

In addition, if an employee has an unexpected commitment in their personal life, time off can be agreed and made up at a later date.

### General Principles

* TOIL is not a tool to be used to accrue time to enable extra days leave to be taken. Most duties should be carried out as part of normal contractual working hours.
* TOIL is an exceptional rather than a routine occurrence. It is to ensure that when employees attend meetings, conferences or visits that extend beyond normal working hours, this time can be taken back. It also allows for employees to respond to crises in their personal lives.
* TOIL should not result in changes to normal working arrangements, for example every Friday afternoon becoming a ‘TOIL’ afternoon, or working through lunch times and leaving work early each day.
* The scheme must be utilised in the best interests of effective service provision. This requires co-operation between employees and managers to ensure adequate cover is provided as necessary.
* It is not envisaged senior managers will access TOIL due to the nature of their roles.
* Some employees may be excluded by the nature of their workload, or variations agreed for operational reasons.
* The success of the scheme is based on trust. Any employee who is found to have abused the TOIL scheme may have it withdrawn and be subject to disciplinary action up to and including dismissal.

### Rules on Accruing and Taking TOIL

* Employees must agree with managers any time to be worked outside of normal working hours in advance. If this is not practical for any reason, employees must contact their manager as soon as possible afterwards.
* Employees must obtain their managers approval before taking any TOIL, in the same way that annual leave is approved.
* Following approval by your manager TOIL is to be recorded in iPayroll. The Finance Manager is notified via iPayroll and will confirm the leave with an email to you and your manager.
* Employees will not accrue more than four days in TOIL in each month, except in exceptional circumstances and only with prior consent of their manager.
* TOIL must be taken within the same month as accrued unless agreed in advance with the manager. Lieu time accrued and not redeemed as outlined will be considered lost.
* Employees cannot take more than 2 consecutive TOIL days.
* The accounting period will be each calendar month.
* Existing procedures will remain for all other authorised absences, such as annual leave, sickness, compassionate leave.
* TOIL is not payable on termination of employment.
* TOIL must be equal to time actually worked: i.e. there is no provision for time-and-a-half, double time, etc – if you work two hours, you can claim two hours TOIL, regardless of whether the occasion is evening or weekend.

# Performance Appraisals

## Annual Appraisal Process

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, to ensure [organisation]’s strategic and business goals are achieved and to assist employees to meet their performance expectations. 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 should 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 career with [organisation].

# Training and Development

[organisation] is committed to providing appropriate training and development opportunities to all employees in order to support high performance in their current role and to prepare them for potential future opportunities.

Training and development may be focussed on the specific technical requirements of an employee’s role (such as ‘coaching’), more general ‘business based’ skills (such as the use of software or presentation skills), or developmental needs (such as leadership skills).

Training needs may also be met via formal educational interventions with external providers.

Additionally, mandatory training will be part of [organisation]annual plan. This will include areas such as Health and Safety, Driver Safety, Legal Compliance and other areas identified by Management.

## Types of Training

Training will be either ‘on the job’, via informal coaching and instruction or via formal courses and events. Predominantly [organisation] will look to provide opportunities via on the job or coaching methods.

## Planning Training

Managers and employees should, as part of the annual Performance Appraisal cycle, discuss and identify training and development needs and possible solutions to those needs. Agreed training needs and solutions should be recorded as part of the annual Performance Appraisal cycle.

On the job and coaching based training should be agreed between the Manager and employee and arranged by either the Manager or employee.

## Approving Training

Budgeted training can be approved by Line Managers.

Unbudgeted training must be approved by the Finance Manager/Chief Executive.

# Misconduct and Disciplinary Matters

## Disciplinary Action

[organisation] may invoke these procedures in a situation where there is, for example an instance of misconduct or serious misconduct, or a breach of the employment agreement, or this Handbook. Following a fair and reasonable process, the organisation may:

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] decides to remove it/expire after X months.

Step 2. Give a final warning if the formal written warning is not heeded or there is further misconduct or serious misconduct. This will state that further misconduct or serious misconduct may result in dismissal. This warning will also remain on file unless [organisation] decides to remove it//expire after X months.

Step 3. Dismiss you, either summarily or on notice, if the final warning is not heeded, or if there is further misconduct or serious misconduct.

In cases of serious misconduct, you may be dismissed without notice and without payment in lieu of notice. Examples of serious misconduct may include, but are not limited to:

1. Any material breach of the terms of the employment agreement, the Employee Handbook, or any applicable policy
2. Any dishonesty or theft
3. Any situation where you behave in a manner likely to bring you, or [organisation], into disrepute
4. Falsification of [organisation] records
5. Wilful damage of [organisation] property
6. Any situation where you take unauthorised absence from work
7. Any acts of violence, threatened violence or harassment against another person whilst in the course of duties for [organisation]
8. Being drunk, or under the influence of, or using, illegal substances or drugs whilst on [organisation] business or on any work premises or property
9. Wrongfully disclosing [organisation] information
10. The inappropriate use of electronic media, including pcs, 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] 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 Info line – Call free 0800 800 863
* Visit the website at [www.employment.govt.nz](http://www.employment.govt.nz) to obtain information and factsheets
* 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 Ministry of Business, Innovation and Employment 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 there are exceptional circumstances as outlined by the Employment Relations Authority).

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 1983 or the Holidays Act 2003.

# Employment Related Policies

## Equal Employment Opportunity (EEO)

[organisation] aims to be an equal opportunity employer and is committed to promoting equal opportunities regardless of religious belief, age, colour, race, creed, marital status, gender, sexual orientation, political affiliation, ethnic origin, 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

Harassment and bullying in the workplace will not be tolerated. If any employee feels they have been subjected to any form of harassment (sexual, racial, political, social, or religious) or bullying, it may be discussed (confidentially) with the Chief Executive, your Manager or another appropriate senior employee. Complaints of harassment or bullying will be taken seriously, and instances of harassment or bullying may lead to dismissal or to other appropriate action being taken in respect of the person conducting such behaviour.

### Discrimination, harassment and inappropriate behaviour

Under the Human Rights Act it is illegal to discriminate on the basis of age, sex, sexual orientation, race, disability, family, marital, family or employment status, political opinion, religion, and ethnic origin.

Inappropriate behaviour is behaviour that makes a person feel offended, humiliated or intimidated at work and leaves them feeling their work performance and morale has been negatively affected. Harassment may include bullying, intimidation, insults, 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 messages, images, items
* Inappropriate or excessive comments on clothing or physical characteristics
* Unwelcome social attention or telephone calls at home or work

### Complaint process

Any person who has experienced discrimination, harassment, bullying or any other inappropriate behaviour, has the right to complain and take action to stop this behaviour. If you experience these behaviours you should:

* Tell the person(s) that their behaviour is unacceptable and that you would like it to stop; or
* 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, unless we agree otherwise.

# Leaving the Organisation

## Return of company property

When you leave [organisation] we ask that you:

* return all company property including company vehicle, mobile phones, computers, computer peripherals, projectors, access cards and keys, company records, paperwork documents, and information, 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 all notes of confidential information which you may have acquired during your employment to someone duly authorised to receive them.

## Exit Interviews

When you leave [organisation] you may be invited to attend an exit interview. The interview will be scheduled in your last week. 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 practises etc. We aim to learn from your comments and use these to make improvements where appropriate.

Exit Interview and Checklist

## Employee References

Generally [organisation] 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.

On occasion, employees may provide references with the prior written approval of their manager. Managers should use their discretion and if in doubt consult the Chief Executive before providing authorisation.

**Non-employee References**

[organisation] does not generally provide references for non-employees.

On occasion, employees may provide references with the prior written approval of their manager. Managers should use their discretion and if in doubt consult the Chief Executive before providing authorisation.

# **Declaration**

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have received and read a copy of the Employee Handbook dated [insert date] which I understand forms part of the Terms and Conditions of my employment.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign and return this page for placing on your employee file.