



Tautoko Tāne
Male Survivors Aotearoa

Employment Policies

WELCOME

Tautoko Tāne Aotearoa (TTA) welcomes you as a new member of our professional services team. We look forward to your contribution to our culture and to your participation in our collaborative community.

We wish to make TTA a special place to work and we hope that your period of employment with us will be a mutually beneficial one. We will support you in your role at TTA and provide you with a challenging and rewarding working environment where you will be encouraged to put forward your ideas freely.

In return, we ask that that you are always energetic, passionate and professional in the way that you work with your colleagues, and with our trustees, volunteers, partners, funders, suppliers, and other members of our community

We hope your experience of working at TTA is a fruitful one and that you achieve your personal goals.

All the best,

Philip Chapman

Philip Chapman

Chair

July 2024

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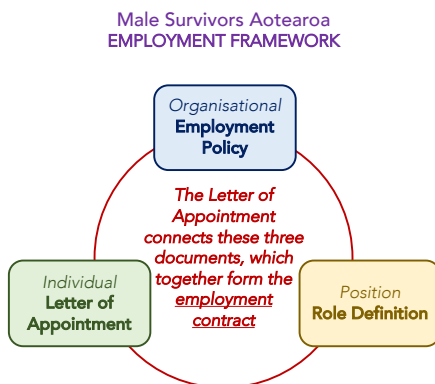
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CONTEXT

Introduction

These Employment Policies, which have been prepared and approved by the TTA Board, and the additional matters confirmed in your personal letter of appointment, along with your agreed role definition, comprise your personal terms of employment with TTA. Where these Employment Policies and your personal appointment letter are different, the provisions contained in your appointment letter will take precedence.



These Employment Policies supersede any existing or previous agreement relating to your terms of employment, unless provision is made otherwise in your personal letter of appointment.

In addition to these employment policies, TTA may from time-to-time issue additional policies or procedures which apply to your employment, and which may add to or amend these policies.

If this occurs you will be consulted about the changes and, where they constitute a variation to your terms of employment, they will be agreed, recorded in writing and signed by you and TTA

At TTA we value teamwork - people working together in a spirit of partnership. We believe that consultation and co-operation are the basis for developing effective relationships amongst our people. We encourage open communication so that either you or your manager can initiate discussions on matters arising out of our employment relationship.

If you have positive suggestions or wish to raise issues of concern, please discuss them in the first instance with your manager.

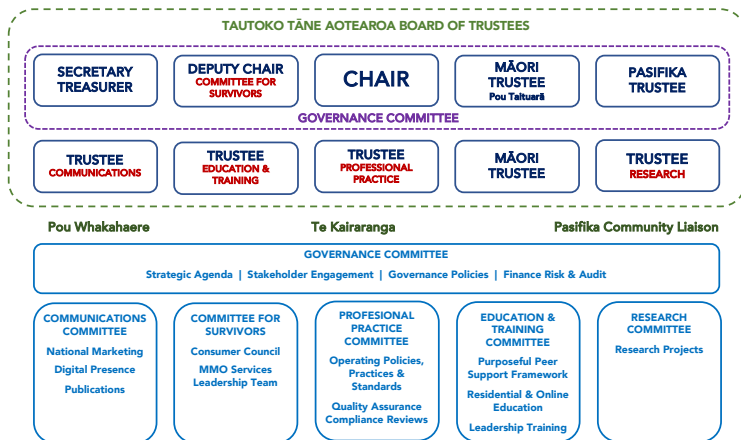
Organisation

TTA has adopted an organisational philosophy, which enables and encourages a collaborative and flexible working environment. We engage our people based on their capabilities [qualifications, skills and experience] and expect that over time they may perform different roles within our organisation. This approach not only provides the flexibility we need to respond to on-going change within our operating environment, it also creates the potential for a more interesting work environment for our people.

It is important to understand that the role of a manager at TTA is to enable the effective collaboration of our employees by helping them resolve any tensions that affect their performance.

TTA encourages an ethic of enabling leadership, which recognises that all our employees, you and your colleagues, also have a leadership responsibility, which can be broadly described as “helping others to succeed”.

The following diagram shows the current TTA organisation structure.



DUTIES

Organisation Focus

As a TTA employee it is important that you understand and appreciate our focus on our member-organisations (MMO's) and the people we serve, the value we place on our trustees, volunteers, consultants and contractors, the contribution of our collaborative community of sector partners, and the support of our sponsors, and funding partners. You can make an important contribution to TTA's success by helping to exceed the expectations of all these stakeholder groups.

Equal Opportunity

TTA is an equal opportunity employer and as such is committed to fair and equitable treatment for all employees and potential employees. We value and respect diversity in our workforce and we are committed to providing a working environment that treats all people on their merits, encourages productive working relationships between employees, and is free from any form of harassment, bullying or discrimination.

Your manager has the responsibility of actively promoting our equal opportunity philosophy, monitoring your work environment to ensure that all conduct is acceptable, and taking effective action to deal with unacceptable acts of harassment, bullying or discrimination

As an employee, you have an obligation to treat all your workplace participants fairly and with respect.

You are expected to ensure that your own behaviour does not contravene any of the equal employment opportunity legislation.

You can also assist your manager to maintain a harassment, bullying and discrimination free environment by identifying, confronting and if necessary, reporting any unacceptable behaviour in your workplace.

The legislation governing equal employment opportunity obligations and responsibilities of employers and employees is complex and wide-ranging. For more detailed information on the requirements or what may constitute unacceptable behaviours, please consult your manager or refer to the following websites:

- [Human Rights Commission](#)
- [Employment NZ](#)

Your Role

To ensure that TTA can achieve its goals in a changing and increasingly challenging environment, we are continually reviewing our strategic agenda (business plan) and refining our strategies, outcomes, and performance measures. Your role in helping us to achieve our plan outcomes is reflected in your **Role Definition** where your expected contributions to the achievement of TTA's overall purpose and ambitions for the future are set out.

Your manager will ensure that the scope of your Role Definition is reasonably within your capabilities, does not endanger your health or safety, and it is not unlawful.

Personal Development

TTA provides the training necessary to enable you to perform your role safely and efficiently. Your responsibility is to participate in the training and continue to improve your own competencies.

Your personal Performance Development Plan [PDP], which is designed to enhance your learning and performance, is developed and reviewed annually in consultation with your manager. This PDP is intended to set measurable and achievable targets for your personal development and should include an appropriate focus on individual, team and organisational learning priorities.

You may choose to replace your PDP with a **wellbeing plan**, (refer below) provided your manager agrees that this plan is more appropriate to enable and support your role.

To assist your development, TTA provides you with up to 5 days paid **Development Leave** per year. You are expected to apply this leave to meet agreed development objectives detailed and agreed in your Performance Development Plan.

Wellbeing

TTA has a wellbeing framework that was developed to guide and support our people to grow and sustain their wellbeing. This framework, which has been designed to be culturally inclusive, is an integration of two Māori health models, three western wellbeing frameworks and the NZ Mental Health Foundation five steps to wellbeing.,

The framework has five pou to focus users on the potential areas for wellbeing development and includes a wellbeing plan template which is designed to support self-reflection, focus wellbeing activities and record progress towards wellbeing. The use of the “occupational wellbeing” pou to hold work-related activities helps to provide an alternative to the PDP focus.

If you decide, in consultation with your manager, to use the wellbeing plan you can use your entitlement to Development Leave to take **Wellbeing Leave** instead, provided that the leave is enabling you to work on wellbeing plan activities approved by your manager.

Work Schedule

Our normal business hours are between 8.00 am and 5.00 pm from Monday to Friday, during which a full-time employee is expected to work 40 hours. However, you may be required to work reasonable extra hours to meet the demands of our marketplace and the responsibilities of your position.

TTA accepts the need for some flexibility in start and finish times to meet personal situations provided it does not compromise the effective operation of the business.

TTA also acknowledges that from time to time there may be extra demands placed on its employees by its organisational and client activities. For example, this may include attending out of hours meetings, participating in development activities and other TTA events, which you are expected to attend as part of your normal work schedule.

TTA does not pay overtime or any other remuneration for periods where your job requires you to work reasonable additional hours. However, where your manager considers that the additional hours worked are excessive, they may, at their absolute discretion, allow you to take time in lieu of these additional hours.

As an employee of TTA you may be required to complete a weekly timesheet, which accounts for the hours you have worked and shows to which project or activity they have been allocated.

Participation

TTA encourages all employees to be actively involved in voluntary and community service activities outside their normal TTA role, provided that participation does not adversely affect the performance of your role at TTA. Where the involvement in any activity or event is likely to involve a substantial input of your time you should consult with your manager prior to committing to participate.

However, we acknowledge that your ability to participate in these activities may be limited by a combination of the requirements of your role and your personal circumstances.

If you have a particular area of interest, and your work or personal circumstances make participation difficult, you should discuss the matter with your manager.

Remuneration

Your remuneration package is recorded in your personal appointment letter. Depending on the responsibilities, experience and capability requirements of your role, your remuneration package may comprise several parts: for example, fixed remuneration (your annual base salary) and allowances or other benefits.

The total remuneration package applicable to you is deemed to compensate you fully for all time worked and duties performed under your employment arrangement with TTA.

You will be paid fortnightly (two weeks in arrears) by direct credit to your nominated bank account.

TTA will review your remuneration package at least annually. This review will normally consider several factors including, but not limited to, your level of experience and capability, the scope of your role, comparable market rates for similar roles and potentially the financial position of the TTA. Whether or not your remuneration is increased because of this review is within the absolute discretion of TTA.

Benefits

Any benefits that apply to you are set out in your personal letter of appointment.

Expenses

In line with TTA policy you will be reimbursed for all reasonable expenses incurred solely in respect of your work with or on behalf of TTA. This includes your reasonable costs of travel, including the use of your own car on TTA business, accommodation and meals, and work-related communication costs.

You must not use your own car on TTA business unless it is fully insured for third party damage and compliant with the TTA Vehicle & Transportation policy.

You will be required to complete an Expense Claim and provide receipts for any such expenditure.

Normally the cost of travel to and from work and meals during work hours are an employee expense. However, where you are required to work outside normal working hours, your manager may at their absolute discretion reimburse the cost of local transport and an evening meal.

This reimbursement may include the cost of a taxi to your home address where at the time of travel normal public transport is unavailable or regarded as unsafe and the cost of a meal where you have already worked an eight-hour day and are required to work after 7.30 pm.

KiwiSaver

If you opt to join the KiwiSaver scheme, TTA will contribute to your KiwiSaver account.

The amount of that contribution, which is set out in your personal letter of appointment, will form part of your total remuneration package.

Other Deductions

TTA is entitled, under the provisions of the Wages Protection Act 1983 to make deductions from your remuneration (including any holiday pay) for:

- any unreturned or damaged property belonging to the TTA
- training and/or education
- any debt owed to the TTA (including for any losses the TTA incurs because of the Employee's negligence),
- any expenses incurred by an employee for which appropriate reimbursing evidence has not been provided, and
- any overpayment of remuneration (including wages paid in advance).

HEALTH AND SAFETY

Health & Sick Leave

Our general policy on Sick Leave is that provided you are a full time or part time employee; your remuneration continues when you are absent due to genuine illness.

Where there are concerns about the authenticity, frequency, length, or pattern of your absences on sick leave, TTA may decline your application for such leave and make an appropriate deduction from your salary for any such absence.

TTA reserves the right to review any situation where sickness contributes to an absence more than ten days per year or where the absence is not accepted as being genuine. In circumstances where the absence exceeds 5 days or represents a repetitive pattern of absences, TTA may request a **Medical Certificate**.

You may also take **Carers Leave** to care for your partner or a dependant if they are ill, although this requires the agreement of your manager and, if agreed, such leave would normally be taken in lieu of Sick Leave.

If you are a casual employee, you are not entitled to paid Sick Leave or Carers Leave.

Sick or Carers Leave is paid at your ordinary rate of pay and unused Sick Leave is not paid if your employment with TTA is terminated.

Medical Examinations

You may be required to undergo such examinations during your employment, as reasonably directed by your manager, to assess whether you continue to meet the requirements of your role.

TTA will pay the cost of such examinations.

Safety

TTA willingly accepts its responsibility to ensure your safety at work. This includes establishing, communicating and executing our [Health & Safety Policy](#), making adequate resources available to implement the policy, and monitoring the policy to ensure that safety standards are met.

In essence, our policy requires that we comply with all relevant legislation, including the Health and Safety at Work Act 2015, and provide you with facilities, equipment and systems that are safe.

To achieve this, we will regularly review your work environment and take all practicable steps to ensure that all safety hazards are identified and eliminated where practicable, or at least isolated or minimised.

We will also ensure that you have appropriate training in safe work practice, and where necessary, any protective clothing and equipment that you need to perform your role safely.

However, success also depends on you. As an employee, you have a significant responsibility to contribute to workplace

safety by ensuring that all activities under your control are carried out in accordance with the Health & Safety Policy and in compliance with statutory provisions, and to report in a timely manner on accidents and near misses, hazards and other safety issues that you may become aware of.

It is important that you help us to maintain the **security** of our premises by controlling all visitors and other non-employee access and securing all our valuable and confidential assets and information.

As an employee, you share a duty to help prevent **fire** by being aware of the dangers and the possible causes of fire in our workplace, knowing the location of fire control equipment and being familiar with our office evacuation procedures.

Workplace safety and health is a complex topic. For more detailed information on specific issues please consult with your manager or refer to [Health & Safety in the Workplace](#)

Rehabilitation

If you should suffer a serious work or non-work-related injury or illness, TTA will take all reasonable and practicable steps to assist your rehabilitation to work.

This will normally involve seeking specialist advice and implementing an appropriate rehabilitation program to minimise the effects of the injury or illness and actively assist your early return to productive work.

You will be consulted about the development of your rehabilitation program and about the selection of any medical

or health professionals who will be to be involved in your recovery strategy.

You are expected to participate effectively in the rehabilitation program and work cooperatively with your manager to effect any necessary changes in your workplace environment or responsibilities.

LEAVE

Public Holidays

Unless otherwise agreed the recognised statutory holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- The second day of January
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- King's Birthday
- Matariki
- Regional Anniversary Day
- Labour Day

If you are employed on a part time basis, you will only be entitled to public holidays where they fall on a day that you normally work.

From time to time, you may be required to work on a recognised holiday. When this occurs, in addition to your normal salary, you will be entitled to be paid for an additional half hour for every hour worked and another whole holiday on pay to be taken at a mutually convenient time.

Any entitlement to paid leave is remunerated at the higher of the rate of your normal salary and the average fortnightly pay over the last 12 months.

Annual Leave

Annual leave provides an important opportunity for you to take time out from your work to relax with your family and friends and to replenish your energies. We encourage all of our people to take their full annual leave entitlement each year and where possible at a time that best suits their family or personal circumstances.

If you are a full-time employee, you are entitled to five weeks annual leave per year, which accumulates at the rate of 8.33 days for every three months of service.

If you are a part time employee, you will accrue annual leave on a pro-rata basis. For example, if you work 2.5 days per week then you will accumulate 12.5 days annual leave after six months service and two and a half weeks for a full year.

If you are a casual employee your annual leave will be accrued at 8% of your salary payments.

You should endeavour to take your annual leave within the year that it falls due as we prefer that you do not accumulate more than six weeks annual leave.

Generally, you will be able to take your annual leave at the times that you choose but there may be times where your leave is declined for operational reasons.

To assist you in planning your annual leave and taking it at a time most convenient to TTA, you may be entitled to anticipate up to half of your next year's annual leave entitlement at your manager's discretion.

Domestic Violence Leave

Domestic violence is also known as family violence. It means all forms of violence in family and intimate relationships. Domestic violence can be physical, sexual or psychological abuse. The Domestic Violence – Victims’ Protection Act adds legal protections in the workplace for people affected by domestic violence. The Act gives employees affected by domestic violence the right to:

- take at least 10 days of paid domestic violence leave. This is separate from annual leave, sick leave and bereavement leave.
- ask for short-term flexible working arrangements. This can be for up to 2 months.
- not be treated adversely in the workplace because they might have experienced domestic violence. This is discrimination.

If you have been affected by domestic violence you can take paid domestic violence leave if:

- you have six months’ current continuous employment with TTA, or
- you have worked for TTA for six months for:
 - an average of 10 hours per week, and
 - at least one hour in every week or 40 hours in every month.

For more information about Domestic Violence Leave please refer to <https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/>

Bereavement Leave

You are entitled to reasonable **Bereavement Leave** on pay when it is needed.

This is generally limited to five days for situations involving the death of immediate family members and close relatives including your spouse or partner, parent, grandchild or you spouse or partner's parent or upon the death of an unborn child by miscarriage or stillbirth.

Where you have suffered a bereavement involving a non-relative, your manager may approve additional leave depending on the circumstances which may include the closeness of association between you and the deceased person; your responsibility for the arrangement of ceremonies relating to the death; and any cultural responsibilities you may have relating to the death.

Compassionate Leave

In circumstances where you or your partner or dependents have suffered serious injury or illness and you have exhausted all your other relevant leave entitlements you may apply to your manager for additional **Compassionate Leave**. The amount of leave granted will depend on the circumstances of your case.

Compassionate Leave is only available to permanent full time and fixed term employees and is paid at your normal rate of pay

Parental Leave

If you or your partner or spouse are having a baby or are taking responsibility for the care of a child under six, you should advise your manager as soon as possible but no less than 3 months before the expected birth date or as soon as the childcare arrangement looks probable.

It is important to keep you safe during your pregnancy. This may require restrictions on your hours of work or accommodating your incapacity to perform certain tasks.

Your manager will take all reasonable and practical steps to ensure your safety including considering circumstances where taking paid or unpaid leave, other than Parental Leave could be the best option

Your manager will collaborate with you to find the most appropriate parental leave arrangement that meets your needs and minimises the business impacts for TTA

Parental leave is a complex topic and TTA intends that you should enjoy your maximum entitlement to paid and unpaid leave at this important time in your life. For more detailed information on specific issues please consult your manager, source appropriate advice and/or visit the [Employment NZ website](#).

The following information is provided as an overview of parental leave and is not intended to compromise any entitlements you may have under the applicable legislation.

Primary Carer Leave

If you have worked for TTA for at least an average of 10 hours per week for 12 months or more just before the expected birth of the child, or the date you will take over care of the child ('the 12-month test'), you will be entitled to:

- 52 weeks of unpaid parental leave, and
- 26 weeks of government funded parental leave payments

If your period of employment is less than 12 months but more than 6 months, including an average of 10 hours per week for 6 months just before the expected birth, or the date you will take over care of the child ('the 6-month test') your entitlement to unpaid parental leave is reduced to 26 weeks.

To check you eligibility for government funded parental leave payments (and how to apply) please visit the [Employment NZ website](#)

Special Leave

In addition to any parental leave taken, females who are pregnant can also take up to 10 days unpaid special leave for pregnancy-related reasons such as antenatal classes, scans or midwife appointments.

Partners Leave

If you are the spouse or the partner of the primary carer and you meet the:

- '12-month test' – you may take two weeks unpaid partner leave.
- '6-month test' – you may take one week of unpaid partner leave.

You will not be eligible for partners leave if:

- You are the biological mother and have transferred your parental leave payment entitlements to your spouse or partner
- You are the partner or spouse of the child's biological mother and you have transferred your parental leave payments to the mother as the primary carer.

You may take this leave at any time agreed with TTA.

Extended Leave

Extended leave may be shared by two parents who both meet the 6- or 12-month test criteria, and they can take it at the same time or one after the other:

- Employees who meet the '12-month test' may take up to 52 weeks extended leave (less the number of weeks primary carer leave taken, up to 26 weeks). If two parents are sharing the leave and they both meet the 12-month criteria, then they share this amount.
- Employees who meet the '6-month test' may take up to 26 weeks in total. If two parents are sharing the leave and they both meet the '6-month test' then they share this amount.
- If one parent meets the '12-month test' and the other parent meets the '6-month test' then the person who has only worked for six months cannot take more than 26 weeks of the total 52 weeks (less the number of weeks primary carer leave taken up to 26 weeks) available to the couple.

The one or two weeks of partner's leave is not included in the 26 week or 52-week extended leave period

Negotiated Carer Leave

If you will be the primary carer of the child and would meet the work time and hours criteria to receive parental leave payments, but you can't take primary carer leave (because you don't meet the criteria for parental leave), you can request negotiated carer leave.

Negotiated carer leave is a period of unpaid leave that applies:

- at least three months before the baby's due date, if you or your spouse or partner is pregnant, or
- 14 days before you become the primary carer of a child.

If you request negotiated carer leave and you provide the correct information, we will let you know if we agree as soon as possible and not more than one month after you asked us.

The reasons we may not be able to accommodate your extended leave request, which we will confirm in writing, are:

- We are unable to reorganise your work by giving it to colleagues or by recruiting extra staff, or
- Your absence will reduce service quality or our ability to meet service demand, or
- We are planning to make changes to your area or work, or
- We will incur too many extra costs.

Returning to Work

Towards the end of your parental leave period, you must give your manager at least 21 days' notice of your intention to either return to work or resign from your position.

If you decide to return to work, TTA will make available to you the role that you occupied before taking Parental Leave or if that role no longer exists, TTA will use its best endeavours to offer you another position with comparable responsibilities and rewards.

On your return to work, your manager will also be happy to discuss alternative employment arrangements that may better suit your new life responsibilities although options available will depend not only on your personal needs but also on the business needs of TTA at that time.

Birthday Leave

At TTA we recognise that your birthday is a special occasion and an opportunity to celebrate with your family and friends. As an employee of TTA you are entitled to one day of **Birthday Leave** per year. We expect you would normally take this leave close to the date of your birthday, but we understand for operational or personal reasons you may agree with your manager to take this leave on another occasion.

Emergency Leave

Depending on the circumstances of your case, paid Emergency Services Leave may be available for you to attend personal or community emergency situations.

This leave must be approved by your manager and will normally be restricted to three days maximum unless in the opinion of your manager the circumstances warrant an extended leave period.

An emergency situation is defined as any emergency caused by fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action that endangers people or property.

Discretionary Leave

Discretionary Leave with or without pay may be agreed with your manager, on such terms as your manager may determine.

GENERAL

Conflict of Interest

As an employee, you have an obligation to disclose to your manager in a timely manner any actual or potential conflicts of interest that may exist between you and any associated person involved in providing any paid or pro bono facilities or services to TTA.

TTA discourages full time employees from taking secondary employment. If you intend to undertake secondary employment please discuss the matter with your manager, before any such arrangement is entered into.

You also have an obligation to ensure that your involvement with any other organisations do not conflict with your employment with TTA. If you are in any doubt about a particular circumstance you should consult with your manager.

Commissions

Generally, you must not demand, claim, or accept any fee, gratuity, commission or benefit from any person or organisation other than TTA in payment for any matter or thing concerned with your employment, except with the prior written consent of your manager.

This provision does not apply to any publicly advertised benefits such as frequent flier points or insignificant client or service provider gifts or gratuities, provided you have disclosed receipt of these to your manager in a timely manner.

Confidentiality

Except as required by law or in the proper performance of your role or with the written consent of TTA, you must not publish or disclose any information or knowledge, which you may acquire or have acquired during your employment with TTA.

This information and knowledge (Confidential Information) includes but is not limited to any information or knowledge concerning its member organisations including their clients, business affairs, secrets, policies, financial information and business strategies, contracts, partnerships and opportunities, intellectual or physical property, computer software and data suppliers or other employees and any other information not known to the public.

You will not, during or after the end of your employment, use or attempt to use, disclose or attempt to disclose, copy or send a copy of any Confidential information for your own personal benefit or for the benefit of any other person or organisation, or in any manner whatsoever other than in accordance with your responsibilities and consistent with the obligations of honesty and fidelity in respect of your role.

You shall not remove any TTA property or information from our premises without written authorisation. And you are forbidden from taking any photographic evidence of any TTA process, product or operation unless you have written authorisation from TTA to do so.

You shall not make any statement to the media or publish any literary, general or scientific work relating to any aspect of the TTA or its operations without the prior written consent of TTA

As an employee of TTA you are also bound by our [Confidentiality Policy](#)

Privacy

TTA respects the privacy of all individuals involved in the workplace and is committed to complying with the principles of the Privacy Act 2020.

TTA is entitled to collect and retain any personal information concerning any aspect of your employment with it, either directly from you or from a third party such as a referee. You have the right to access right of access to, and correction of, any personal information held by TTA (except as provided by any exemptions in the Privacy Act 2020).

As an employee, you must respect the privacy of other employees and assist TTA to meet their obligation to secure and protect from misuse any personal information that is acquired in the ordinary and proper course of its business.

This includes ensuring that this information is collected from the individual concerned with their agreement as to the purpose of collection, is accessible by that person, and is not disclosed to any other person or organisation without their consent.

For more information on privacy you can refer to the Office of the Privacy Commissioner by consulting the following website: www.privacy.org.nz

Intellectual Property

Intellectual property rights for any inventions, discoveries, patents, methodologies, systems, designs, know how or any other product or service you may develop in the course of your employment with TTA, remain the property of TTA.

Computer Systems

TTA will provide you with the appropriate access to its computer systems including the **Internet and email** systems, which is necessary to enable you to perform your role effectively and efficiently. You are expected to manage your use of these computer systems in a way that meets acceptable standards of behaviour and does not expose TTA to any risks.

TTA computer systems are provided to enable you to communicate, acquire and record information, interact with business systems and access professional development that is relevant to the operations of TTA.

Your use of these systems should at all times comply with these employment policies (e.g. copyright, confidentiality, privacy etc.) and should observe the requirements of TTA's employee Code of Conduct.

Your interaction with the Internet must avoid any use that involves any material or behaviour that is sexually explicit, racist, offensive or abusive except in so far as that interaction is directly related to the performance of your role at TTA.

Your email communications should reflect your professionalism in terms of their content, tone and language, with any personal

opinions clearly identified as your own, and mindful that these communications form part of TTA's records and in some circumstances, may be subject to public scrutiny or used in legal proceedings.

Private or personal use of the TTA email and internet systems is permitted within reason and provided it complies with these employment policies and does not interfere with, interrupt, or in any way prejudice or harm TTA or its business.

Because all materials communicated, disseminated, and received by you through the Internet and email systems, whether business or personal, belongs to TTA, this material may be accessed or copied at any time by your manager.

Also, TTA reserves the right to monitor and review your use of their computer systems including the Internet and email systems and to terminate your access to these systems at any time.

You must not copy any **software** that is protected by copyright or a licensing agreement whether the use of such software is for personal or business purposes, unless written approval is first granted by the owner or licensor of the software concerned.

The introduction of any software into the computer network is prohibited unless specifically authorised by your manager.

Personal Presentation

You are encouraged to dress comfortably for work. However, you are also expected to comply with a professional standard of personal presentation appropriate to your role.

Smoking, Alcohol & Drugs

TTA's is committed to providing a safe and healthy workplace for its employees. Workplace in this context means not only the usual places of work but also work-related meeting places including those in which we host functions or events.

It is a requirement that our workplace is smoke-free and that there is no smoking in any non-smoking areas.

You should not consume alcohol within the workplace without the express permission of your manager and you should not attend work if your performance is impaired by alcohol.

The use of any illicit drugs (banned substances) within our workplace is strictly prohibited.

Because breaches of our alcohol and illicit drug policy may lead to disciplinary action and possibly dismissal, any employees with a drug or alcohol dependency are encouraged to seek the confidential assistance of their manager to help manage their workplace performance.

If you are required to take prescription drugs for any medical condition, and these drugs may affect your performance, you should discuss the situation in confidence with your manager and agree a sensible management strategy.

Code of Conduct

There is a Code of Conduct attached to these employment policies that sets out standards of conduct for employees. The standards outlined in this Code must be adhered to at all times.

Please ensure that you are familiar with the Code.

Employee Protection

If the TTA is restructured, where “restructured” means that the whole or part of the activity is sold, transferred or contracted out, we will, as soon as practicable after entering the restructuring arrangement, inform any employees whose employment is likely to be affected by the restructure.

We will also inform you about the restructuring process and how it will affect your employment so that you can understand the arrangement and advise whether you wish to transfer to the new employer.

We will endeavour to negotiate a transfer of your employment to the new employer on the same, or substantially similar, terms and conditions that you enjoy with the Employer at the time of restructuring. To enable a potential transfer, you will consent to the release of information about your terms of employment and other personal information necessary for the new employer to determine the merits of employing you.

We will also inform you about the process that will be followed if there is no transfer of employment.

If your employment is not transferred to the new employer, whether because TTA and the new employer cannot agree on your terms, or because you decline to transfer your employment to the new employer, the following will occur:

- You will be given notice of termination of employment as provided below in **Notice**
- We may decide to pay you in lieu of you working out the required notice.

You will maintain confidentiality in respect of all discussions pertaining to the restructuring of the TTA business.

TERMINATION

Trial Period

Your employment with TTA is subject to a trial period of 90 days from the date of your appointment. During the trial period TTA will monitor your performance and assess your suitability for the role.

During the trial period TTA may confirm your employment, negotiate changes to your employment arrangements or terminate your employment by providing two weeks' notice of our intention to do so. We are not obliged to provide any reason for termination, and you are not entitled to bring a personal grievance or other legal proceedings in respect of the termination

If your employment is terminated during the trial period, we may elect to pay you in lieu of notice or direct that during the notice period that you perform any or no duties, be excluded from our premises and/or contact with any of our business contacts. If you remain employed during the notice period, you are bound by the terms of this employment arrangement.

Notice

Upon expiration of the trial period TTA may terminate your employment at any time, by giving 4 weeks' notice in writing to you or by paying you 4 weeks' base salary in lieu of notice.

Upon expiration of the trial period, you are required to give TTA 4 weeks' notice of your resignation.

Where you give less than this amount of notice of your resignation, TTA may withhold from your final payment an amount equal to the shortfall in the notice period.

Your employment may be terminated with a lesser period of notice or without notice in the case of serious misconduct.

During the notice period TTA may require you to perform any or no duties whether they form part of your role definition; be excluded from TTA premises or the premises of any TTA business contacts; and/or refrain from any contact with any TTA business contacts.

Termination for Incapacity or Medical Reason

TTA reserves the right to terminate your employment on notice if because of illness or mental disability you become incapable of properly and fully performing your normal duties an aggregate period exceeding 3 months in any period of 12 months.

Where such termination is contemplated you may be required to undergo an examination by a doctor and any medical report arising from this examination, along with any submission you might make, shall be taken into consideration before a final decision is made. TTA will pay for any such examination.

Termination for Absence

Where you are absent from work for more than five days without the prior approval of your manager, and following reasonable enquiries TTA has been unable to determine a valid reason for your absence, you will be deemed to have terminated your employment with TTA without providing due notice unless TTA subsequently accepts that the failure to notify the absence was not your fault.

Termination for Criminal Conviction or Bankruptcy

TTA reserves the right to terminate your employment without notice if, in the opinion of TTA, the performance of your employment duties or obligations could be detrimentally affected by you:

- Committing any crime during, or in connection with the performance of your employment; or
- Becoming bankrupt

Termination for Misconduct

Where you are guilty of serious misconduct TTA may dismiss you (i.e. terminate your employment) without notice.

Serious misconduct includes, but is not limited to:

- Committing any act of dishonesty, fraud, or wilful disobedience, misconduct or breach of duty.

- Committing any serious breach of your employment obligations including these policies and the TTA Code of Conduct which is not rectified within 14 days of notice in writing of such a breach by TTA.
- Engaging in any behaviours that seriously endanger the safety of fellow employees or the public.
- Materially misleading TTA in respect of any statements or representations made or omissions in any negotiations leading up to your employment.

You should also refer to the Disciplinary Procedure included in this policy for more information about Suspension in relation to matters involving serious misconduct of employees.

Redundancy

Redundancy means a situation where TTA terminates your employment, the termination being attributable, wholly or mainly, to the fact that the role you are performing is, or will become, superfluous to the needs of TTA.

No entitlement to redundancy compensation shall arise if:

- You are employed on a casual, temporary or fixed term basis; or
- Your employment is terminated by reason of the sale or transfer of the whole or part of the business and the person acquiring the business offers you employment in a similar capacity, or in a capacity you are willing to accept, on substantially similar conditions of employment and agrees to treat your service as being continuous.

If your employment is terminated due to redundancy, you will be given four weeks' notice in writing, or payment in lieu of such notice by mutual agreement with TTA.

In addition, you will be paid an additional amount of one weeks' base salary for every year of continuous service (which excludes unpaid leave) and provided that the total amount of compensation payable by TTA will not exceed four weeks' base salary.

Leaving TTA

If your employment with TTA is terminated for whatever reason, it is expected that you will not do anything to harm TTA's business or marketplace reputation or use your position to canvass or solicit TTA's sponsors and business partners' or persuade other staff to leave TTA.

Also, on termination of your employment you must return to TTA all tangible property of TTA, including, but not limited to, all books, documents, papers, materials, credit cards, computers, mobile phones and keys, passwords or PIN numbers held by you or under your control.

TTA has the right to withhold and retain any amounts, which might otherwise be owed to you to offset any amounts of debt owed by you to TTA.

EMPLOYMENT RELATIONSHIP PROBLEMS

Please feel free to raise any issues that you may have regarding your employment with your manager. Where possible, you should always attempt to resolve disputes and grievances informally between you and your manager.

As an employee, you are entitled to be represented in the case of any employment relationship problem

Definitions:

An "Employment Relationship Problem" includes a personal grievance, a dispute, and any other problem relating to your employment. However, it does not include any problem to do with the negotiation of new terms and conditions of employment.

"Dispute" means a disagreement about the interpretation, application or operation of your employment agreement.

"Personal Grievance" means a claim by you against TTA that:

- You have been unjustifiably dismissed; or
- You have disadvantaged in employment by an unjustifiable action of TTA, or
- You have been discriminated against in employment; or
- You have been racially or sexually harassed or bullied in employment; or
- You have been subject to duress because of membership or non-membership of a union or employees' organisation.

Raising the Problem:

Where you consider you have an employment relationship problem, or grievance, the matter should be discussed in confidence with your manager at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion.

In raising an employment relationship problem or grievance, you should be prepared to explain what happened (the key facts, events and people) that gave rise to the problem or grievance with an indication of the resolution you are seeking.

You should expect that TTA management will treat all grievance issues as strictly confidential, and deal with them impartially and in a timely manner and without any repercussions against any employee lodging the grievance or otherwise involved in the grievance.

If the matter is not resolved, you should put the complaint in writing to your manager. A further effort will then be made to resolve the matter.

In the event the matter remains unresolved, or you believe it is inappropriate to raise it directly with your manager because of the nature of the problem, you should contact the Chair of the Board, or another trustee in the event that the Chair is your manager.

Following this, if the matter remains unresolved, you should seek the assistance of a mediation service or contact the Employment Relations Authority.

Time Limits

If you wish to raise a personal grievance, you must do so within ninety days of the date when the alleged grievance occurred or came to your attention, whichever is the later.

Where the grievance is related to an allegation of sexual harassment it must be raised with 12 months of the date when the alleged grievance occurred or came to your attention, whichever is the later.

The grievance is 'raised' as soon as you have informed TTA that you consider you have a personal grievance you want addressed, although it is important you have some evidence that you have raised the grievance (e.g. a letter or email to your manager).

Depending on the nature of the grievance and the circumstances, TTA may agree to the matter being raised outside the ninety-day period.

Statement of Reasons for Dismissal

In the case of alleged unjustifiable dismissal, you are entitled to request that TTA provide you with a written statement giving the reasons for your dismissal. You are required to make this request to TTA within ninety days of being dismissed or becoming aware that you have been dismissed. TTA will provide you with that written statement within fourteen days of receiving your request.

Record Keeping

In the case of substantiated complaints, a record of the complaint outcomes and the actions taken by TTA will be retained as a confidential record for a period of not more than five years. For unsubstantiated complaints, no records will be kept unless the complaint was found to be fabricated or untrue.

TTA CODE OF CONDUCT

FOR A SERIOUS BREACH OF THIS CODE OF CONDUCT

THE EMPLOYEE(S) CONCERNED COULD BE LIABLE TO DISMISSAL
WITHOUT NOTICE.

PRINCIPLES

Minimum standards of behaviour and performance are necessary so that a harmonious and safe environment may exist in the workplace. It is expected that all parties will act in a responsible manner towards each other.

TTA shall have the right to summarily dismiss an employee for serious misconduct.

Less serious misconduct should be corrected before disciplinary action is invoked and TTA agrees to, if necessary, assist an employee whose conduct in relation to behaviour or performance is not acceptable.

An employee is entitled to know the likely consequences of their actions while employed by TTA and to have the benefit of representation when their employment may be affected in dealings with TTA.

The disciplinary procedure is viewed as a last resort when positive action, feedback, encouragement, negotiation and, where appropriate, any assistance including counselling and training has not succeeded.

CODE OF CONDUCT

The following are the minimum requirements to be observed whilst employed by TTA. From time-to-time TTA may amend these requirements and advise staff accordingly.

Attendance

Employees are required to attend work as and when their role or work schedule requires

Employees not able to attend work for any reason must make all reasonable effort to advise TTA before the normal start work time on each day of absence.

Carrying Out Instructions

Employees must carry out lawful instructions given by a person authorised to give such instructions but no person shall be required to do anything that might endanger himself or herself or any other person.

Employees must be willing to adapt to changes in work methods and procedures.

Employees must apply themselves diligently to work during working hours and not undertake other activities that may significantly interfere with their workplace effort without discussion and prior approval of TTA

Personal Behaviour

All employees are expected to maintain a high standard of conduct and performance relating to the requirements and reputation of TTA.

This standard is to be always maintained while engaged on TTA business.

If employees are travelling on TTA business, they are deemed to be representing TTA and must conduct themselves in an appropriate manner.

TTA expects all employees to adopt a dress code appropriate to their position.

Alcohol and Prohibited Drugs

No alcohol is to be consumed on TTA premises except as authorised by TTA. No prohibited drugs are to be brought into or consumed on TTA premises.

Any employee reporting for work having recently consumed alcohol or prohibited drugs and who in the opinion of their Manager is not capable of satisfactorily performing normal duties will be stood down and subjected to the disciplinary procedure.

Motor Vehicles

The Organisation may from time to time have motor vehicles that are available for use by employees on TTA business as authorised by your manager.

If you drive these vehicles you are expected to hold a current driver's license and to be conversant and comply with all traffic laws and road code. Any traffic or parking offences will be your personal responsibility.

If an accident occurs while driving a TTA vehicle under the influence of alcohol or drugs you will personally be responsible for any damage to both TTA vehicle and any other third-party property.

It is expected that you will take all reasonable care of any TTA vehicle, which you have been authorised to drive and leave the vehicle in at least the same condition as you found it for the next user.

Property

Unauthorised removal or unauthorised possession of TTA property or the property of other persons is not permitted.

Employees are not permitted to misuse or abuse TTA property. Wilful damage to property is not permitted.

All incidents or accidents involving loss or damage to TTA property must be reported immediately to your manager.

Safety Procedures

Employees are required to work safely and observe all safety procedures.

Media Statements

Statements to media representatives relating to TTA are prohibited without the express approval of an Executive Director.

Confidential Information

Confidential information gained during the course of employment must not be released to persons who could materially affect TTA' interests. This restriction applies both during the period of employment and afterwards.

Discrimination

All forms of unlawful discrimination are prohibited.

Sexual Harassment & Bullying

TTA will not tolerate harassment or bullying of any form and will treat any allegation of harassment or bullying seriously.

Smoking

Smoking by TTA employees is prohibited within all TTA, cultural or business partner premises and in all TTA motor vehicles.

Gifts and Personal Favours

TTA employees or their families should not accept gifts and favours from any source that could be seen as influencing a business relationship. If in doubt, employees should declare any such gifts or favours.

Other

Any action, which by its nature would reasonably be adjudged to be misconduct, is prohibited.

DISCIPLINARY PROCEDURE

The Disciplinary Procedure comprises the following steps:

Step 1: Preliminary Investigation

In the event there is an allegation of misconduct or unsatisfactory work performance the manager, or their representative, will examine the allegation to determine whether or not there is any substance to the allegation.

Step 2: Advice to Employee Concerned

Where TTA determines that the allegation has substance the employee concerned will be advised of the nature of the allegation, the potential impact on their employment if the allegation is sustained, their right to be represented and the fact that the matter may be further investigated.

Where TTA considers that the facts relating to the misconduct are already known and accepted, TTA may decide to proceed with disciplinary action without any further investigation.

Step 3: Suspension

Where the seriousness or nature of the incident requires, TTA will give the employee an opportunity to comment on the incident, unless inappropriate to do so, and to stand down the employee on pay and require them to remain available for further discussions on the matter.

After considering the employee's comments, TTA will make the decision to suspend, or not to suspend, whether or not the employee agrees.

Suspension is not indicative of any outcome and will not prejudice the disciplinary process.

If the suspension continues for more than two weeks, TTA may decide in its absolute discretion to treat the suspension period as unpaid leave. However, a suspension is not in itself a disciplinary measure.

TTA may also suspend you without pay where:

- If the matters being investigated are unduly delayed due to the employee not participating promptly or constructively, the unavailability of the employee's representative or because of other reasons beyond TTA's control, then TTA may decide if reasonable in the circumstances, that the remainder of the suspension is unpaid
- A serious misconduct allegation against an employee gives rise to an external police investigation and you may have a right of silence during that investigation
- TTA has either elected or been required to defer its internal investigation until the external investigation and any prosecution that may follow has been ascertained.

Before deciding to suspend an employee without pay, TTA will give the employee an opportunity to comment.

Suspension without pay may continue until the outcome of any external investigation and/or prosecution has been ascertained unless the employment expires or is terminated.

There is no obligation on TTA to suspend in the circumstances outlined above, as opposed to exercising its right to terminate the employment.

Step 4: Formal Investigation

TTA will then carry out a formal investigation. Discussions will be held with all persons considered able to assist.

Step 5: Discipline Interview

The employee concerned will then be advised in writing of the time of a meeting to discuss the matter.

When the meeting commences the allegations will be described to the employee concerned, together with information obtained in the investigation.

Step 6: Employee Explanation

During the Discipline Interview the employee concerned will be given the opportunity to provide an explanation and ask any questions.

Step 7: Due Consideration

The meeting will be adjourned to consider the explanation of the employee.

Further investigations will be conducted if required.

Step 8: Decision

If the Organisation determines that the allegation is not substantiated no action will be taken against the employee who shall resume duties as directed.

If TTA determines that the allegation is substantiated based on reasonable probability, the appropriate form of disciplinary action shall be decided.

In cases of serious misconduct, the employee will be liable to dismissal without notice.

Less serious misconduct or unsatisfactory work performance will be subject to the following disciplinary action:

- In cases of unsatisfactory performance or the first instance of misconduct a first warning may be given, which will be confirmed in writing.
- Where unsatisfactory performance continues after a first warning or there is a further instance of misconduct after such a warning, then a second written warning may be given.
- Where unsatisfactory performance continues after a second written warning or there is a further instance of misconduct, then a final written warning will be given.
- Where unsatisfactory performance continues after a final written warning or there is a further instance of misconduct after such a warning, then dismissal with notice may occur.

TTA will call a meeting to discuss any warning or dismissal proceedings with the employee concerned.

The employee is entitled to be represented or have another person present as a witness.

After the meeting, any decision will be confirmed in writing.

Each warning may be for unrelated matters.

A copy of all warnings will be kept on the employee's Personal File.

NOTES