

# HR NOW Resource Library



<b>CHANGE MANAGEMENT</b>	<p>Restructure Process</p> <p><a href="#">Link - Employment NZ Workplace Change</a></p>
<b>PERFORMANCE MANAGEMENT</b>	<p>Informal Feedback and Coaching Framework</p> <p>Performance Appraisal Document</p> <p>Informal Performance Discussions</p> <p>Performance Improvement Plan</p>
<b>RECRUITMENT</b>	
<b><i>Contract</i></b>	<p>Employment Agreement – all types</p> <p>Good Faith Employment Relationships</p> <p>Variation to Employment Agreement</p> <p>Casual Employment Schedule</p> <p>Minimum Wage Guide</p> <p>Fixed Term Employment Schedule</p> <p>Offer of Employment Letter</p> <p>Fixed Term End Date Letter</p> <p>Leave Entitlement Summary</p> <p>Permanent Contract Employment Schedule</p>
<b><i>Recruit</i></b>	<p>Interview Guide</p> <p>Telephone Reference Check</p> <p>Interview – Candidate Assessment Form</p> <p>Candidate Application Form</p> <p>Job Advert Template</p>
<b><i>Induct</i></b>	<p>Induction Orientation Checklist</p> <p>Employee Handbook</p> <p>New Recruit Resources Checklist</p>
<b><i>Employment Conclusion</i></b>	<p>Outcome of Disciplinary Meeting – Serious</p> <p>Termination of Employment within 90 days</p> <p>Fixed Term Contract Conclusion letter</p> <p>Exit Interview Template</p>
<b>DISCIPLINARY</b>	
<b><i>Abandonment Process</i></b>	<p>Process – Abandonment of Employment</p> <p>Letter 1 – Possible Abandonment of Employment</p> <p>Letter 2 – Abandonment of Employment Termination</p> <p>Letter 3 – Termination within 90 day trial</p>



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<b><i>Disciplinary Process</i></b>	<p>Disciplinary Process  Disciplinary Process Checklist  Performance Management to Disciplinary Checklist  Investigation Meeting Notice letter  Disciplinary letter – Possible Serious Misconduct  Disciplinary letter – Possible misconduct or possible unsatisfactory performance  Disciplinary Outcome letter – Serious Misconduct  Disciplinary Outcome letter – First Warning letter  Final Warning letter  Suspension on Pay letter  Termination of Employment within 90 days letter</p>
<b>POLICY</b>	<p>Human Rights  Bullying and Harrassment Policy Guide  Good Faith Employment Relationships  Privacy Act Summary</p>
<b><i>Health and Safety</i></b>	<p>Health and Safety Policy Guidelines  Health and Safety at Work – reference guide (Work Safe New Zealand)  Health and Safety Representatives (Work Safe New Zealand)</p>
<b>COVID-19 SUPPORT</b>	<p>Employer FAQ 1 and 2  New Regional Business Partner Funding  Link to Official COVID-19 Government Site  Link to Employment NZ COVID response information  Link to Business Support and Wage Subsidy  Preparation for Next Steps</p>
<b>LINKS AND EXTERNAL RESOURCES:</b>	<p>Employment New Zealand - Workplace Change  IRD – Kiwisaver  Health and Safety at Work (General Risk and Workplace Management) Regulations 2016  Workplace Health and Safety – practical guide to policy and implementation</p>

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## EXAMPLES OF HRNow DOCUMENTATION (NB: PARTIAL RESOURCE IS SHOWN)

HRNow Policy Guidance



### MINIMUM WAGE

The current minimum wage rates (before tax) are as at 1 April 2019 and apply to employees aged 16 years or over are:

Type of minimum wage	Hourly Rate	Weekly Rate (40-hour week)
Adult	\$17.70	\$708.00
Starting-out	\$14.16	\$566.40
Training	\$14.16	\$566.40

#### Adult Rate:

The adult minimum wage rate applies to employees aged 16 years and over.

#### Starting-out Rate:

The starting-out minimum wage applies to workers who are:

- 16- and 17-year-old employees who have not completed six calendar months of continuous employment service with their current employer.
- 18- and 19-year old employees who have been paid one or more social security benefits for six months or more, and who haven't completed six calendar months' continuous employment with an employer since they started being paid a benefit.

#### IMPORTANT NOTES:

- After six months with one employer they are not starting-out workers and must be paid the adult minimum wage.
- If an employee is supervising or training other workers, then the starting-out minimum wage rates do not apply, and they must be paid at least the adult minimum wage.

#### Training Rate:

The training rate applies to employees aged 20 years or over whose employment agreement states that they must do at least 60 credits a year of an industry training programme to become qualified in the area they are working in. Many of these employees will be apprentices. An apprentice has the same minimum rights and protections under employment law as any other employee but may be paid the training wage.

This rate does not apply to employees who are being trained at work, for example, by their employer at the start of their employment; it only applies to employees doing an *approved industry training programme*.

If an employee is supervising or training other workers, then the training wage rate does not apply, and they must be paid at least the adult minimum wage.

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## SAMPLE OF EMPLOYMENT AGREEMENT (PARTIAL DOCUMENT)

### 1. PARTIES

#### NAME

(Employer)

and

#### NAME

(Employee)

### 2. POSITION AND LOCATION

The position is that listed in Schedule A, described in the Position Description in Schedule B and includes Key Performance Indicators agreed with the Employee's Manager. The location for this position is listed in Schedule A.

### 3. DUTIES

The employee's general duties and responsibilities are set out in the job description attached to this agreement. Their duties include carrying out all instructions the employer gives them (provided the instructions are lawful and reasonable). Minor changes can be made by agreement or by the employer, after a discussion in good faith. However, if major changes to the job are proposed, this must be done through a restructuring process.

### 4. TYPE OF EMPLOYMENT AGREEMENT

The employee agreement details are listed in Schedule A. The employee has the legal right to work in New Zealand.

### 5. TRIAL PERIOD (APPLIES TO NEW EMPLOYEES)

The first 90 days of employment will be a trial period, starting from the first day of work. During the trial period, the employer may dismiss the employee. Provided notice is given within the trial period, the last day of employment may be before, at, or after the end of the trial period. During the trial period, the employer's normal notice period doesn't apply. Instead, either the employee or the employer may end this agreement by giving one week's notice before the trial period ends. The employer might decide to pay the employee not to work. For serious misconduct, the employee may be dismissed without notice. If dismissed during the trial period, the employee cannot bring a personal grievance or other legal proceedings about the dismissal. They may still bring a personal grievance if they feel the employer has treated them unfairly for other reasons, e.g. discrimination, harassment or unjustified disadvantage. During the trial period, the employer and employee must treat each other in good faith

OR (Note: Trial Period if you have <20 employees, otherwise use Probationary Period)

#### Probationary period (Applies to New Employees)

The Employee will be initially employed on a probationary period for the first 90 days. The purpose of the probationary period is to allow the Employer a fair opportunity to assess the Employee's skills and suitability

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for the position. The Employee will be given regular feedback on his/her performance during the probationary period. If, during the probationary period, the Employer decides to terminate the Employee's employment, the Employer will give the Employee at least one week's notice of termination before the end of the probationary period, or pay the Employee in lieu of notice. If the Employer pays the Employee in lieu of notice, then the date that such payment is made will be the date of termination of the Employee's employment. During the probationary period the Employer can end the Employee's employment without notice for serious misconduct, breach of this agreement, redundancy or medical reasons.

## 6. HOURS OF WORK

The Employee shall work such hours as may be reasonably required to enable them to properly fulfil their duties. Employees usual hours of work are set out in Schedule A. Where the Employee is required by the Employer to work for more than the usual hours per week, the Employee shall agree in advance with the Employer that the extra time is approved and to be compensated either by equivalent time off in lieu (taken at a time agreed by the employer and approved by the manager) or by payment for the additional hours worked at normal hourly rate. Overtime will not be payable. The Employee may agree with the Employer to vary the hours and times worked. In extraordinary circumstances, as determined by the Employer as it relates to its business needs, these hours may be adjusted after consultation with the Employee. The Employer will, however, endeavor to avoid making frequent changes to the Employee's hours of work.

## 7. RULES, POLICIES & PROCEDURES

The employer has policies and procedures that relate to the employee's job. The employer will make the employee aware of the policies and procedures and will make sure they are available to the employee. The employee must always be familiar with these rules and follow them. The employer may introduce new policies or procedures, or change or cancel existing ones, but must give reasonable notice of any changes. If the employee doesn't follow the policies and procedures, the employer might take disciplinary action.

## 8. CRIMINAL CHARGES

As the employee is employed in a position of trust, they are required to notify their manager, if at any time during the employee's employment, they are investigated or prosecuted (including charges brought against them) for any criminal offence or convicted of any crime. The employer may summarily terminate the employee's employment in circumstances where the employee fails to comply with this clause or where any of the circumstances set out above impact, or may impact, on the employee's ability to perform their duties and / or bring the employer into disrepute or have the potential to bring the employer into disrepute. In such circumstances the employee will ensure that they supply the employer with regular updates on the status of the criminal process.

## 9. PROFESSIONAL PRESENTATION

The business requires employees to meet personal presentation requirements. The employee agrees to present themselves in line with the employer's business image and the nature of their role while on the job.

## 10. REMUNERATION AND PAYMENT OF WAGES

The employee will be paid at the rate detailed in Schedule A. The employee will be paid fortnightly into the employee's nominated NZ bank account. The employer may change how often the employee is paid and will give notice in writing. Remuneration is private between the employer and employee. An annual review of remuneration may be conducted by the employer, but the employer is not obliged to increase the employee's remuneration.

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## SAMPLE OF WORKPLACE BULLYING AND HARASSMENT POLICY GUIDANCE (PARTIAL DOCUMENT)

HRNow Policy Guidance



### WORKPLACE BULLYING & HARASSMENT

**Bullying can involve/include:**

Personal attacks (direct)	Task-related attacks (indirect)
Belittling remarks – undermining integrity – lies being told	Giving unachievable tasks – impossible deadlines – unmanageable workloads – overloading – ‘setting up to fail’
Ignoring – excluding – silent treatment – isolating	Meaningless tasks – belittling a person’s ability
Attacking a person’s beliefs, attitude, lifestyle or appearance – gender references – accusations of being mentally disturbed	Withholding or concealing information – information goes missing – failing to return calls or pass on messages
Ridiculing – insulting – teasing	Undervaluing contribution – no credit where it’s due – taking credit for work that’s not their own
Being shouted or yelled at – verbal abuse	Constant criticism of work
Threats of violence	Scapegoating
Insulting comments about private life	Unreasonable or inappropriate monitoring
Physical attacks	Offensive sanctions
Humiliation (in public or private)	Excluding – isolating – ignoring views
Persistent and/or public criticism	Changing goalposts or targets
Using obscene or offensive language, gestures, material	Not giving enough training or resources
Ganging up – encouraging others to criticise	Making hints or threats about job security
Intimidation – acting in a condescending manner	No support from manager
Suggestive glances, gestures, or dirty looks, unwanted sexual approaches, offers, or physical contact	Sabotage

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## EXAMPLE OF POTENTIAL TIMELINE FOR RESTRUCTURE PROCESS (PARTIAL DOCUMENT)

HRNow Change Management



## RESTRUCTURE PROPOSAL

### TIMELINE RESTRUCTURE PROPOSAL - EXAMPLE

Date	Action	
Prior to Start	PROPOSAL DOCUMENTATION  DRAFT JOB DESCRIPTIONS	Document the changes you want to propose, and document any evidence needed to justify your proposal.  When jobs are changing, this is the time to prepare new draft job descriptions and we recommend you document specific differences between old and new roles. This allows you to identify whether changes are substantive (spreadsheet template is available for this).
Day 1	STAKEHOLDER PROPOSAL DISCUSSION  CHECK LEGAL/CONTRACTUAL OBLIGATIONS	Discuss <i>proposal</i> with Owners / Directors and agree key changes / expectations / outcomes.  Ensure you are aware of requirements when restructuring based on NZ employment law, individual employment agreements and internal policies
Day 2	STAFF PROPOSAL DISCUSSION	Discuss <i>proposed</i> changes with affected staff and ensure they understand: <ul style="list-style-type: none"> <li>• These are proposed changes</li> <li>• They have an opportunity to offer their own input / ideas</li> <li>• How their individual roles would be affected under the proposal.</li> </ul>
Day 3	WRITTEN SUMMARY OF PROPOSAL	Send written summary of proposed changes to wider team and that affected staff are being consulted before final decision is made.
Day 10	RECEIPT OF FEEDBACK	Deadline for feedback from affected staff.
Day 11-15	CONFIRM RESTRUCTURE DECISION	Consider staff feedback and make final decision, summarise your considerations based on staff feedback and communicate decision – first to affected staff then to wider team.
Day 16	IMPLEMENTATION OF CHANGES	Implement changes, ensure redeployment rules are followed and once internal staff whose roles have been disestablished have been given an opportunity to apply for any new roles, these can be advertised. Your assessment / selection process must be: <ul style="list-style-type: none"> <li>• available and understood (it is good to get feedback on process)</li> <li>• fair and transparent</li> <li>• appropriate for the job</li> </ul>

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