



Tauawhi Charitable Trust

Employment

Policies

## WELCOME

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### To Male Survivors Tairawhiti

Male Survivors Tairawhiti (MST) 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 MST 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 MST 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 MST is a fruitful one and that you achieve your personal goals.

All the best,

*Jeremy Muir*

Chairperson  
March 2021

## CONTENTS

<b>WELCOME.....</b>	<b>2</b>
<b>CONTEXT .....</b>	<b>6</b>
Introduction.....	6
Organisation.....	7
<b>DUTIES.....</b>	<b>8</b>
Organisation Focus .....	8
Equal Opportunity.....	8
Your Role.....	9
Personal Development.....	10
Work Schedule .....	10
Participation .....	11
Remuneration .....	12
Benefits.....	12
Expenses .....	13
KiwiSaver .....	13
<b>HEALTH AND SAFETY .....</b>	<b>14</b>
Health & Sick Leave.....	14
Medical Examinations .....	15
Safety.....	15
Rehabilitation .....	17
<b>LEAVE .....</b>	<b>18</b>
Public Holidays.....	18
Annual Leave.....	19
Domestic Violence Leave .....	20
Compassionate Leave .....	21
Parental Leave .....	21
Birthday Leave.....	24
Emergency Leave .....	25

Discretionary Leave .....	25
<b>GENERAL.....</b>	<b>26</b>
Conflict of Interest.....	26
Commissions .....	26
Confidentiality .....	27
Privacy .....	27
Intellectual Property .....	28
Computer Systems .....	28
Personal Presentation.....	30
Smoking, Alcohol & Drugs .....	30
Code of Conduct.....	31
<b>TERMINATION .....</b>	<b>32</b>
Trial Period .....	32
Notice.....	32
Termination for Incapacity or Medical Reason..	33
Termination for Absence .....	33
Termination for Criminal Conviction or Bankruptcy .....	33
Termination for Misconduct .....	34
Redundancy.....	34
Leaving MST.....	36
<b>EMPLOYMENT RELATIONSHIP PROBLEMS.....</b>	<b>37</b>
Definitions: .....	37
Raising the Problem: .....	38
Time Limits .....	38
Statement of Reasons for Dismissal .....	39
Remedies for Personal Grievance .....	39
Record Keeping.....	40
<b>MST CODE OF CONDUCT .....</b>	<b>1</b>
<b>PRINCIPLES .....</b>	<b>1</b>

**CODE OF CONDUCT ..... II**

Attendance ..... ii

Carrying Out Instructions ..... ii

Personal Behaviour.....iii

Alcohol and Prohibited Drugs.....iii

Motor Vehicles ..... iv

Property..... iv

Safety Procedures..... v

Media Statements ..... v

Confidential Information ..... v

Discrimination..... v

Sexual Harassment & Bullying..... v

Smoking ..... vi

Gifts and Personal Favours..... vi

Other ..... vi

**DISCIPLINARY PROCEDURE ..... VII**

Step 1: Preliminary Investigation .....vii

Step 2: Advice to Employee Concerned.....vii

Step 3: Suspension.....vii

Step 4: Formal Investigation .....viii

Step 5: Discipline Interview.....viii

Step 6: Employee Explanation .....viii

Step 7: Due Consideration .....viii

Step 8: Decision ..... ix

## CONTEXT

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### Introduction

These Employment Policies, which have been prepared and approved by the MST 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 MST. 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, MST 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 MST.

At MST 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

MST 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 MST is to enable the effective collaboration of our employees by helping them resolve any tensions that affect their performance. MST encourages an ethic of enabling leadership, which recognises that all of our employees, you and your colleagues, also have a leadership responsibility, which can be broadly described as helping others to succeed.

## DUTIES

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### Organisation Focus

As an MST employee it is important that you understand and appreciate our focus on 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 MST's success by helping to exceed the expectations of all of these stakeholder groups.

### Equal Opportunity

MST 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 website: <http://www.hrc.co.nz/eeo>

## Your Role

To ensure that MST can achieve its goals in a changing and increasingly competitive 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 MST'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

MST 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.

To assist your development, MST 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.

## Work Schedule

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

MST 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.

MST 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 MST events, which you are expected to attend as part of your normal work schedule.

MST 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 MST, 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

MST encourages all of its employees to be actively involved in voluntary and community service activities outside their normal MST role, provided that participation does not adversely affect the performance of your role at MST. 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 MST.

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

MST will review your remuneration package at least annually. This review will normally consider a number of 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 MST. Whether or not your remuneration is increased as a result of this review is within the absolute discretion of MST.

## Benefits

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

## Expenses

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

You must not use your own car on MST business unless it is fully insured for third party damage.

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, MST 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.

## HEALTH AND SAFETY

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### 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, MST may decline your application for such leave and make an appropriate deduction from your salary for any such absence.

MST reserves the right to review any situation where sickness contributes to an absence in excess of five days per year or where the absence is not accepted as being genuine. In circumstances where the absence exceeds 3 days or represents a repetitive pattern of absences, MST 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.

You may accumulate up to 20 days of unused Sick Leave (or Carers Leave) to provide for any situation where you or your partner or dependents are subject to a serious or long-term illness

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 MST 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.

If you suffer a work injury you may be required to undergo a medical examination by a doctor and/or specialist nominated by MST, in order to assess your suitability for work-based rehabilitation programmes.

MST will pay the cost of such examinations.

## Safety

MST willingly accepts its responsibility to ensure your safety at work. This includes establishing, communicating and executing our 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 in Employment Act 1992, 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 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 your manager or visit the following website:

[www.business.govt.nz/worksafe](http://www.business.govt.nz/worksafe)

## Rehabilitation

If you should suffer a serious work or non-work-related injury or illness, MST 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 in particular 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

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### 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
- Queen's Birthday
- Matariki Holiday
- 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 four weeks annual leave per year, which accumulates at the rate of one week for every three months of service.

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

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 MST, you may be entitled to anticipate up to half of your next year's annual leave entitlement at your managers 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 MST, or
- you have worked for MST 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/>

## Compassionate Leave

You are entitled to reasonable **Bereavement Leave** on pay when it is needed. This is generally limited to three days for situations involving the death of immediate family members including close relatives and one day where it involves a non-relative. However, your manager may approve additional leave depending on the circumstances.

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 are a female employee and you are pregnant, or you intend to adopt a child under the age of 6, there are four types of parental leave that you and/or your partner/spouse may be eligible for.

**Maternity Leave:** If you have been employed by MST for a period of 6 months preceding the delivery or adoption date, for at least an average of 10 hour per week [including 1 hour in every week of 40 hours in every month], then you are entitled to up to 18 weeks of primary carer leave for which current legislation provides will be paid as parental leave by the Government.

You may also have an option to transfer some of your entitlement to parental leave payments to your partner/spouse.

**Special Leave:** If you qualify for maternity leave, you are also entitled to up to 10 days unpaid special leave to be used for any reason relating to your pregnancy or pre-adoption arrangements [e.g. doctors' appointments, morning sickness etc.]. If you have accumulated sick leave entitlements, you may apply these entitlements to meet genuine special leave commitments.

**Paternity Leave:** If you are the partner/spouse of a female who is pregnant or intending to adopt a child under 6, you are entitled to up to 2 weeks unpaid paternity leave.

**Extended Leave:** if you qualify for maternity leave and you have been employed by MST for a period of 6 months preceding the delivery or adoption date for at least an average of 10 hour per week [including 1 hour in every week of 40 hours in every month], then you are also entitled to up to 26 weeks unpaid extended leave. You may also have an option to share this unpaid extended leave with your partner/spouse. If MST has employed you for a period of 12 months preceding your pregnancy your entitlement to unpaid extended leave is increased to 52 weeks (including up to 18 weeks of primary carer leave taken).

Parental Leave can be combined with Long Service and Annual Leave entitlements but you cannot take more than fifty-two weeks in total. There is no limit to the number of times you can apply for Maternity Leave.

Parental leave is a complex topic. MST 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 to source appropriate advice or visit the following website: <https://www.employment.govt.nz/leave-and-holidays/parental-leave>

If you are pregnant you should advise your manager as soon as possible but no less than 3 months before the expected delivery date. If you intend to adopt a child under 6, you should advise your manager as soon as the adoption looks probable and confirm the expected adoption date as soon as you are advised by the appropriate agencies.

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

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 but there may be circumstances where taking paid or unpaid leave, other than Maternity Leave or Special Leave, is the best option.

For periods when you are on Parental Leave MST will make the necessary staffing arrangements to ensure that the responsibilities of your position are adequately covered.

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, MST will make available to you the role that you occupied before taking Parental Leave or if that role no longer exists, MST will use its best endeavours to offer you another position with comparable responsibilities and rewards. If due to changes in the nature of MST business, or the marketplace in which MST operates, there are no suitable roles available, then MST may have no option but to declare your role redundant.

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 MST at that time.

## **Birthday Leave**

At MST we recognise that your birthday is a special occasion and an opportunity to celebrate with your family and friends. As an employee of MST, 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

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### 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 MST.

MST 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 MST. 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 MST 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 MST, you must not publish or disclose any information or knowledge, which you may acquire or have acquired during your employment with MST. This includes but is not limited to any information or knowledge concerning its members (including their clients or patients), business affairs, secrets, policies and business strategies, contracts, partnerships and opportunities, intellectual or physical property, suppliers or other employees.

The above restrictions apply both during your employment and after termination.

## Privacy

MST respects the privacy of all individuals involved in the workplace and is committed to complying with the principles of the Privacy Act 1993.

As an employee, you must respect the privacy of other employees and assist MST 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](http://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 MST, remain the property of MST.

## Computer Systems

MST 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 MST to any risks.

MST 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 MST.

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 MST's employee Code of Conduct.

In particular, 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 MST.

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 MST's records and in some circumstances, may be subject to public scrutiny or used in legal proceedings.

Private or personal use of the MST 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 MST or its business.

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

Also, MST 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

MST'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.

## TERMINATION

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### Trial Period

Your employment with MST is subject to a trial period of 90 days from the date of your appointment. At the conclusion of this probationary period MST will review your performance and will either confirm your appointment or terminate your employment. During the trial period either you or MST can terminate your employment by giving one week's notice in writing.

### Notice

Upon expiration of the trial period MST 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 MST 4 weeks' notice of your resignation. Where you give less than this amount of notice of your resignation, MST 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.

## **Termination for Incapacity or Medical Reason**

MST reserves the right to terminate your employment without notice if as a result 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. MST 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 you will be deemed to have terminated your employment with MST without providing due notice unless MST subsequently accepts that the failure to notify the absence was not your fault.

## **Termination for Criminal Conviction or Bankruptcy**

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

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

## Termination for Misconduct

Where you are guilty of serious misconduct MST 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 MST Code of Conduct which is not rectified within 14 days of notice in writing of such a breach by MST;
- Engaging in any behaviours that seriously endanger the safety of fellow employees or the public;
- Materially misleading MST in respect of any statements or representations made or omissions in any negotiations leading up to your employment.

## Redundancy

Redundancy means a situation where MST 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 MST.

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 MST.

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 MST will not exceed four weeks' base salary.

## Leaving MST

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

Also, on termination of your employment you must return to MST all tangible property of MST, 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. MST 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 MST.

## **EMPLOYMENT RELATIONSHIP PROBLEMS**

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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 MST that:

- You have been unjustifiably dismissed; or
- You have disadvantaged in employment by an unjustifiable action of MST, 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 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.

You should expect that MST 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 a Co-Chair of the Board, or another trustee in the event that the Co-Chair is your manager.

Following this, if the matter still 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.

The grievance is 'raised' as soon as you have informed MST 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 particular circumstances, MST 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 MST provide you with a written statement giving the reasons for your dismissal. You are required to make this request to MST within ninety days of being dismissed or becoming aware that you have been dismissed. MST will provide you with that written statement within fourteen days of receiving your request.

## **Remedies for Personal Grievance**

Where a personal grievance is found to be substantiated the possible remedies will depend on the circumstances of each case but may include a combination of the following:

For the complainant:

- An appropriate apology,
- Reinstatement to your former position or a position no less advantageous,

- Reimbursement to you of any lost remuneration or leave taken (usually limited to three months),
- Payment of compensation for humiliation, loss of dignity and injury to feelings; or compensation for loss of any benefit, and
- Special recommendations in the case of sexual or racial harassment or bullying.

For the respondent:

- Censure or written warning,
- A requirement to undergo counselling or training
- Suspension, transfer or termination of employment in serious cases.

## Record Keeping

In the case of substantiated complaints, a record of the complaint outcomes and the actions taken by MST 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.

## MST CODE OF CONDUCT

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FOR A SERIOUS BREACH OF THIS CODE OF CONDUCT THE  
EMPLOYEE(S) CONCERNED COULD BE LIABLE TO DISMISSAL  
WITHOUT NOTICE.

## PRINCIPLES

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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.

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

Less serious misconduct should be corrected before disciplinary action is invoked and MST 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 MST and to have the benefit of representation when their employment may be affected in dealings with MST.

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

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The following are the minimum requirements to be observed whilst employed by MST. From time-to-time MST 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 MST 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 MST

## **Personal Behaviour**

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

This standard is to be maintained at all times while engaged on MST business.

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

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

## **Alcohol and Prohibited Drugs**

No alcohol is to be consumed on MST premises except as authorised by MST. No prohibited drugs are to be brought into, or consumed on MST 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 MST 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 MST vehicle under the influence of alcohol or drugs you will personally responsible for any damage to both MST vehicle and any other third-party property.

It is expected that you will take all reasonable care of any MST 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 MST property or the property of other persons is not permitted.

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

All incidents or accidents involving loss or damage to MST 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 MST are prohibited without the express approval of the General Managers or CEO of MST.

## **Confidential Information**

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

## **Discrimination**

All forms of unlawful discrimination are prohibited.

## **Sexual Harassment & Bullying**

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

## **Smoking**

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

## **Gifts and Personal Favours**

MST 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

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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 MST 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 will be fully investigated.

### **Step 3: Suspension**

Where the seriousness or nature of the incident requires, MST may stand down the employee on pay and require them to remain available for discussions on the matter. If the suspension continues for more than two weeks, MST may decide in its absolute discretion to treat the suspension period as unpaid leave. However, a suspension is not in itself a disciplinary measure.

## **Step 4: Formal Investigation**

MST 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 MST 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.

MST 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.