



'PEOPLE MATTER/ HE TAURA TANGATA'

THE ANGLICAN CHURCH EMPLOYMENT GUIDELINES

(Version 3 – Dec 2018)

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This resource will be regularly reviewed and updated online at <http://www.anglican.org.nz/Resources>. Any feedback about its use, or suggestion for change or improvement, is welcomed at the address above.

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ENDORSEMENT:

GENERAL SYNOD / TE HĪNOTA WHĀNUI 2014

Motion 18 - A Human Resource Package, People Matter/He Taura Tangata

Whereas, 'People Matter/ He Taura Tangata' was presented to General Synod/te Hīnota Whānui 2012 but not addressed, due to lack of time, and

Noting that the General Synod Standing Committee, in November of 2012, agreed the following:

That this General Synod/te Hīnota Whānui resolves

- *To receive the work of the small working group on Paihere Tangata/People Management in the form of the draft resource package People Matter/He Taura Tangata; and commend its final form to all Dioceses/Hui Amorangi and Ministry Units as a resource to help achieve best practice in all areas where staff are employed. **Carried.***

That this General Synod/te Hīnota Whānui 2014:

1. Commits itself to best practice in all areas where staff are employed;
2. Strongly encourages Episcopal units to make the same commitment;
3. Commends 'People Matter/He Taura Tangata', in its latest updated version available online on the General Synod website, to all Dioceses/Hui Amorangi and Ministry Units as a resource to help achieve best practice, and
4. Recommends part 1 of this resolution to the Judicial Committee for consideration as a Standing Resolution of the General Synod/te Hīnota Whānui.

Agreed.

INTRODUCTION

In every part of the life of the Church we seek the glory of God and the growth of God's Kingdom. Those objectives inform and shape our ministries and all of our activities. They embrace the work we carry out and the people who join us in that work as employees of the Church.

John Stott suggests that, for us within the Church, this 'productive enterprise' which we call work is "the expenditure of energy in the service of others, which brings fulfilment to the worker, benefit to the community and glory to God"¹. Therefore, we bring a particular perspective to employment as employees and employers. This can, and does, create challenges. However, Paul the Apostle reminds us of the fundamental attitude each party in the employer-employee relationship should have. In Colossians he writes: "Whatever you do, work at it with all your heart, as working for the Lord"². Tom Wright comments on these verses: "The task may appear unimportant or trivial, but the person doing it is never that, and he or she has the opportunity to turn the job into an act of worship."³

Accordingly, we need to acknowledge that every person who is engaged in employment within the Church is a precious gift to the Church and that each one, in turn, brings their own gifts to their role. Every person employed by the Church contributes much more to a productive enterprise than 'work': they bring their character, their ethics, their creativity, their social connections, and in some cases even their pets and children, and they alter the character of a workplace. We need to recognise that human beings are not 'commodities' or 'resources', but are creative and social beings in a productive enterprise.

Then, as we embark on the task of being good employers as a Church we need to make sure our practices are the best that they can be. In particular we need to ensure all of our actions and our documents not only reflect the character of our work as a Church but also reflect the very best practices in respect of employment.

There is, however, also an important distinction in those engaged in the life of the Church that we must keep in mind whenever we are engaging people and preparing documents for various roles. That is the difference between ordained clergy and other roles in our life together.

¹ John Stott, *Issues Facing Christians Today*, p 162

² Colossians 3: 22 – 4.1

³ N.T. Wright, *Colossians and Philemon* (Tyndale series), p 149 -150.

Ordained clergy, as bishop other than diocesan/ pihopa awhina, dean, vicar or co-vicar, minita-a-rohe, chaplain, taiparani, warden, kaihautu, missionary, priest assistant/ pirihi awhina, deacon assistant/ rikona awhina, deacon/ priest in charge, local priest/ deacon/ minita-a-iwi, vocational deacon/ rikona pumau, within parishes, are not employees, either of parishes or the wider Church. Our Canons state very clearly that these roles are not employment roles at all; rather they are an outworking of a clergy person's obedient response to the call of God on the whole of their lives. For this reason when we refer to clergy roles we speak of those people as holding an office, not being employed.

On the other hand there are a range of employed roles in the Church, some of which have a ministry component, such as children's and families workers, youth workers, or pastoral care coordinators within parishes.

It is therefore extremely important that we maintain a disciplined clarity in our language and documentation around roles in this Church.

In respect of all clergy appointments there is a separate document called "Clergy Matter/ He Taura Minita" which gives guidance for all clergy appointments.

This document lays out a series of steps that will guide you through the process of finding the right person to fill non-clergy roles in the Church and helping them to offer their best. The steps will also support you to cope with the management, support and, where required, exit of the people you engage.

The People Matter steps are:

	Being well-informed	Necessary background information
Step 1	Needing	Identifying and clarifying the need you have that has led you to consider employing
Step 2	Attracting and Finding	Attracting and finding potential people for the job
Step 3	Inviting	Short-listing candidates
Step 4	Preparing Documents	Preparing an Individual Employment Agreement
Step 5	Selecting	Choosing the best person for the job

Step 6	Welcoming	Induction and orientation
Step 7	Performing	Expectations, feedback, performance management
Step 8	Developing	Training, coaching, performance management
Step 9	Ending and fare-welling	Resignation, retirement, dismissal or redundancy

As employers, the Church must meet two sets of requirements: compliance with the legal requirements of New Zealand employment legislation, and the requirements and expectations expressed in Scripture. Ideally, we fulfil the first and enthusiastically embrace the second so that we are exemplary in our work relationships. Imagine if, in social discussions in cafes after work, an employee speaks of the Church as an employer of choice, as a model of excellent work practice.

New Zealand employment legislation changes regularly and, as a result, any guide that tries to provide specific detail about each step rapidly becomes out-dated unless a dedicated team is engaged to keep it up to date. To mitigate this problem, our guide focuses on (a) supporting you to identify the steps you need to consider and (b) guiding you to existing resources that are comprehensive, relevant and regularly updated. Links are given to relevant New Zealand sites to enable the most up-to-date information to be available to anyone using this document.

It is recommended that the following two sites be used in conjunction with this document:

1. Employment New Zealand
www.employment.govt.nz which provides a comprehensive general resource
2. Workplace Wellbeing / Mana Mahi
<https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-1-good-employment-practice-in-our-sector/> which has been created by and for the voluntary and community sector.

Appendix 1 and Appendix 2 give further details about these two excellent resource websites.

Step 1. NEEDING

You have identified a need for some work to be done.

As you begin the process of discerning whether you need a person for a position and, if so, who that will be and their terms of employment, you may like to reflect on how Jesus recruited people to work with him, and include these elements in your process:

1. He intentionally used a variety of methodologies to select people; he did not just choose someone who was right in front of him.
2. He chose people who were quite different from each other and from himself. In recruitment there is a strong bias toward selecting people like us. Be flexible, and open to diversity.

Prayer permeated his entire decision-making. Involve all with a stake in the outcome to pray throughout the whole process.

Always take the opportunity to re-evaluate the position and decide whether the job is still relevant or should be redefined.

It is important to consider whether or not that need justifies employing a person to do that work. It could be worthwhile considering alternatives to employing someone, such as:

Contracting – Contractors are not employees and usually work for fixed periods, with responsibility for specific or specialist outcomes. Contracting requires an understanding of a range of other issues, including GST. These are not covered in this guide, but Employment New Zealand can provide guidance.

Volunteers – Volunteers can offer huge benefits to an organisation, but only if they are well managed. A resource entitled 'Questions to ask before engaging volunteers' is offered by The Bishop's Action Foundation in Taranaki. Email ceo@baf.org.nz to request the latest version of this resource.

Objectives for Step 1

1. To be clear about the need you wish to address.
2. To decide the best way to meet the need; eg, out-source, employ, etc.
3. To decide what you want (competence, character, etc) of a person, that would meet your identified need.

Before making a decision to employ someone, you need to consider the following:

- a. What is the job that needs to be done? What outcomes are required?
- b. Does the proposed work advance progress toward your strategic goals?
- c. Have the required Church or organisation approval processes been followed? Is there any body or person within your Church Structure that it would be wise or helpful to consult with as you consider this position?
- d. Have you considered what an appropriate rate of remuneration would be?
- e. Do you have the necessary funding?
- f. Is there a funding plan in place for the position?
- g. What work environment and equipment will be provided for the new staff member?
- h. Where will the position be placed in the organisational chart?
- i. Who will supervise and support the position?
- j. Are there good financial and administrative systems in place?
- k. What other resources are needed to enable the employee to function?
- l. How will the new appointee interact with existing staff and volunteers?
- m. Do you know your legal obligations as an employer?
- n. Are you familiar with the other obligations of being a good employer, such as providing good induction, supervision and training? Do you have employment policies in place?

Source: <https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-9-getting-off-on-the-right-foot/>

Further guidance on this topic can be found here:

<http://www.employment.govt.nz/starting-employment>

Writing the Job Description

Clear job descriptions form the foundation of both a good recruitment process and a successful performance review process, as they set out the standards and expectations for the position against which the successful employee's performance can later be evaluated.

A job description should be clear and concise, and accurately reflect the role and its contribution to your organisation.

A job description should:

- be written at a level appropriate to the position you are filling
- clearly identify what difference the job makes to the organisation and identify the core tasks and responsibilities
- describe the lines of responsibilities of the job – both who the person is responsible to and (if appropriate) who reports to them
- describe any minimum legal or educational requirements
- where required, ensure that Title D Canon 1 is appended to the contract (this outlines the Ministry Standards and Code of Ethics for all church ministers and employees)
- describe ideal personal skills and attributes
- set out performance measures for the job; ie, how employer and employee will know if they are achieving what they should be.

The Employment New Zealand Job Description Checklist is an excellent starting point for writing such a document.

<https://www.employment.govt.nz/starting-employment/hiring/describing-the-job/>

For more guidance on Job Descriptions go here:

<http://manamahi.files.wordpress.com/2011/03/resource3.pdf>

Writing a Person Specification

A person specification is a description of the qualifications, skills, experience, knowledge and other attributes (selection criteria) which a candidate must possess to perform the duties of the job. The specification should be derived from the job description, and it forms the foundation for the recruitment process. You will use the person specification as a basis for your selection decisions at short-listing, test and interview stages. Interview questions and selection tests should also be derived from the person specification and be designed to elicit more evidence by comparing candidates' attributes with the criteria. The person specification should also be used to write your advertisement for the position.

For more guidance on Person Specifications go here:

<https://www.community.net.nz/assets/resources/Producing-Person-Specifications.doc>

Remuneration

How much is paid for this position?

Identifying a budget for a position is one of the first steps that you need to undertake when deciding to fill a vacancy. The identified wage or salary is only one cost to the employer. In addition, compulsory KiwiSaver contributions and ACC premiums will need to be paid. These must be factored in to the budget.

The minimum amount we pay an employee is governed by law. Employment New Zealand for the current minimum hourly rate.

If you are unsure how much is a reasonable amount to pay for a position, in the first instance, contact your Diocesan Office or Hui Amorangi.

Another option is to use the wage and salary scale indicators on websites such as www.trademe.co.nz/Jobs, or www.seek.co.nz

Step 2. ATTRACTING AND FINDING

Objectives for Step 2

1. To attract the best person for the job.
2. To know the minimum rights and obligations that you and your employees have.

How you attract the best applicants depends on the job, how much money you are able to spend on advertising, and how much time you have. It will also involve prayer.

There are a number of options:

- Consider your existing employees. There may be someone who is ready for a promotion or who wants a new role, and advertising the role internally is a good way to find out. Ensure that this is a robust process, not an easy way in; otherwise the 'best' person may not be found.
- Engage a recruitment agency. This can seem costly, but an agency can reduce the amount of time you spend reviewing and short-listing applications, and can help you to clarify your needs, set an appropriate pay level and match the level of experience available with that required. Ensure that you are clear about the costs involved, and that the agency understands the Church context and its special character.
- Use Work and Income's free service, which matches qualified unemployed people to the jobs that employers list with them. Once again, though, this approach would need to ensure that the special character of the Church is responded to.
- Advertise in appropriate journals, magazines and websites, including Trade Me and Seek. These websites are very effective for national (and international) scope.
- Develop a relationship with your local secondary school, possibly by providing work experience opportunities for students. Ensure that the consequent lack of experience is not an issue for the role in question.
- Consider relationships with, or notice boards at, local community groups or meeting places.

- Advertise in daily or community newspapers and other media, which can often advise on circulation or audience numbers and strategies for reaching target audiences
- Directly approach potential applicants, as long as you take care not to encourage an employee to break any employment obligations, including the need to give the correct period of notice and to comply with restraint-of-trade clauses. If using this approach, take care that the invitation does not promise something that cannot be guaranteed. It is always best to ensure that a clear process is followed.

When you prepare and publish an advertisement, you retain responsibility for what is said, and you need to make sure that what is said is accurate and not discriminatory.

Source: Employment New Zealand

For more guidance on describing and advertising the job, go here:

<https://www.employment.govt.nz/starting-employment/hiring/>

This link includes information on the following:

- Planning for the process
- Describing the job
- Developing a job description
- A full-time, part-time, permanent, casual or fixed-term employee?
- Hours of work
- Place of work
- Personal attributes
- Skills and qualifications
- Workplace character
- Attracting suitable job applicants

Workplace Wellbeing Good Practice Guides:

Workplace Wellbeing Guide 9: Getting off on the Right Foot

<https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-9-getting-off-on-the-right-foot/>

Step 3. INVITING

Objective for Step 3

To short-list the possible applicants for the role

When short-listing candidates you need to consider the following:

- How will the short-listing be undertaken?
- Who will do the short-listing?
- Is the short-listing process free of bias?
- Have referee checks been done?
- Have police checks been done? (These are often compulsory within the Church context.)
- What preparation needs to be done for the interview?
- What interview techniques will be used?
- Will you profile the person? There are a number of profiling resources such as Myers Briggs, but these usually require specialised people to implement them effectively. They can ensure a good fit between employee and the wider team.

Before the interviews, you need to develop an initial short list:

1. Acknowledge each application upon receipt. Draw up a summary sheet of the essential details of each applicant and attach it to the front of their application.
2. If there is a large field of applicants, set aside all applications that do not meet the minimum criteria.
3. Appoint an interview panel and consult them on the process and criteria for short-listing. Interview panels become ineffective if they are too large. A group of three to five people is ideal. Try to avoid a panel that is representative, and instead identify the key skills required for the role and engage people who have these skills.
4. A scoring matrix can be a useful approach. Identify the key skills required for the role and score each applicant out of five based on their application. Re-score them after the interview.

Contact the short-listed applicants, to make suitable arrangements for an interview. Check whether interviewees have any particular requirements, such as time constraints, or cultural needs, such as whanau support.

Confirm in writing the dates, times and venue for interviews, providing any additional background material that may be helpful.

Send a letter to non-short-listed applicants, thanking them for their application and advising them that they have been unsuccessful on this occasion.

Remember that applicants have the right to ask why they were declined.

For more guidance on inviting and short-listing go here:

<https://www.employment.govt.nz/starting-employment/hiring/selecting-and-appointing/>

This includes information on the following topics:

- Application forms
- Confidentiality of applications received
- Acknowledgement letter on receipt
- Setting times and places for the interviews
- Deciding what type of interview is best
- Deciding on the information you need
- Understanding the information that the applicant may need
- Assessment tasks
- Contacting referees
- Checking immigration status
- Employment agreements*

*When writing employment agreements the Employment New Zealand website above includes links to an employment agreement builder which provides safe, reliable and up-to-date resources that will ensure you are compliant with current legislation. In addition, Title D Canon 1 Ministry Standards and Code of Ethics should be appended to many Church positions. Further advice can be sought from your Diocesan/ Hui Amorangi Registrar/ Manager, or your Chancellor.

Step 4: PREPARING DOCUMENTS

Objectives for Step 4

1. To identify which documentation you require for a role.
2. To assist you to prepare the necessary documents.

Which documents do we need?

As stated in the Introduction, there is an important distinction between ordained clergy and other roles in the life of the church that we must keep in mind whenever we are engaging people and preparing documents for various roles.

Ordained clergy have their roles documented in Covenants with their Bishops.

However in the case of employees, even where there is a ministry element to the job involved, covenants should not be used. Instead standard employment agreements should be used.

Where there is an element of ministry involved in an employee's role, and some episcopal oversight is therefore appropriate, a concurrent license or letter of authority should also be put in place. This is an important step, as that license or letter of authority then serves to bring the ministry of the person under the episcopal care of the Bishop.

Preparing an Individual Employment Agreement

The primary resource for preparing all Employment Agreements should be the "Employment Agreement Builder" tool which can be found on the Employment New Zealand website:

<https://www.employment.govt.nz/starting-employment/employment-agreements/employment-agreement-builder/>

Every time an Employment Agreement is prepared you should go afresh to this site and prepare the Agreement from scratch. The reason for this practice is that then you can be certain that your Employment Agreement will contain all of the necessary clauses under employment law applicable at that time.

Employment law, along with the Employment Relations Act, changes with relative frequency. Accordingly if we dig out an existing employment agreement from our files and use that, we run the risk that we might inadvertently create a contract which does not meet current standards.

In Appendix 3 of this guide you will find examples of Employment Agreements which have been created using that guide. These are not included because they are perfect examples which will fit every case. Rather they are included simply to give you an idea of the way in which to format an employment agreement so that it has a reasonably business-like appearance.

Additional clauses needed

As stated above, in some cases, where an employment role has a ministry component included within it, it may be both appropriate and necessary for the employee to also need to be the holder of a concurrent Episcopal licence or letter of authority. If that is the case then two additional clauses should be inserted as follows:

Concurrent Licence/Letter of Authority Requirement

Notwithstanding the provisions of any other clause of this Agreement the Employee acknowledges and agrees that it is a condition of this agreement that the Employee is concurrently the holder of a license/letter of Authority from the Bishop of _____ permitting them to _____(describe nature of ministry)_____. The Employee agrees that on any date that their license is withdrawn or terminated they shall be deemed to have also terminated their employment under this Agreement.

and then in the part of the contract that relates to termination this further clause should be inserted, referring back to the clause number of the above clause:

Termination as a result of Episcopal action

Notwithstanding any other provision in this agreement the Employee agrees that the occurrence of the events referred to in clause _____ of this agreement constitute events which terminate this agreement.

The example in Appendix 3 of this guide which related to a Children's and Families Worker includes these clauses so that you can see where they should be inserted if necessary.

Step 5: SELECTING

Objective for Step 5

To choose the right person for the job.

There are three parts to the selection process:

1. Interviewing

There are a range of resources that employers can call on when preparing to interview job applicants. Two good resources to check are:

- <https://www.employment.govt.nz/starting-employment/hiring/interviews/>
- <https://www.hrc.co.nz/enquiries-and-complaints/faqs/job-application-questions/> - The Human Rights Commission offers advice on what can and cannot be asked in interviews.

Once again, this is an important opportunity to assess, among other things, how well the applicant will fit in with the culture and values of your organisation.

It is recommended that a template of interview questions is developed and agreed on by the interview panel.

When taking notes during the interview remember that, under the Official Information Act, an interviewee can ask to see all notes from an interview that concern them personally.

2. Reference and Police Checks

Once the interview panel has agreed on a suitable applicant, and before offering them the position, it is very important to undertake reference checks.

These should be done with the permission of the applicant and should serve to validate what has been learned from the interview. An example reference sheet is included as an Appendix at the end of this guide.

Increasingly, it is becoming the norm that organisations also require applicants to undergo a police check before they are appointed. While this is usually done after an offer of employment has been made, it is advisable to complete the police check before the person actually commences work. As there is often a time delay in

receiving the report back, the person's employment should be subject to the resolving of any issues that may arise from the Police Check but were not disclosed by the applicant. This fact, that the offer of employment is conditional upon receipt of a satisfactory police check, needs to be included in any letter of offer. **Please refer to your own Registrar/ Manager in your Episcopal Unit to determine the process you should use to get a police check.**

There are a number of ways that employers can manage the sensitive issue of police checks:

(a) Have a formal policy that applicants who work with vulnerable clients are required to undergo a screening process. (Funders often require this anyway). This policy should be conveyed to all applicants at the time of application and can be written into the supporting material supplied to applicants.

(b) As part of the application process the applicant can fill in a form declaring whether they do or do not have a criminal record – and if they do have a criminal record, to what it relates. This can then be confirmed via the police check. The applicant can also be asked to respond to specific disclosure questions, such as whether any Title D complaints have been made against them.

Never appoint an unsuitable or inappropriate applicant. Re-advertise, broaden recruitment, defer the proposed work, or re-arrange the job requirements, but do not appoint an applicant because there is no one else who is suitable. Inappropriate appointments inevitably lead to on-going problems.

3. Offering Employment

When the interview team has decided on a preferred candidate, the next step is to offer them formally the position and also to offer them an employment agreement. This is usually done, initially, in a telephone call and should be followed up in writing.

From the first offer of employment, whether by phone or letter, the employment relationship has effectively commenced, with all the legal protections around that relationship.

Letters offering employment will vary, depending on whether there is a relevant collective agreement in place which covers the type of work the employee will perform, and whether or not the successful applicant is a member of a union that is a party to that collective agreement.

Where an Individual Employment Agreement will be used a copy of the Agreement that you have prepared will need to be attached to the letter of offer.

It is most important that you carefully word your letter of offer, remembering if necessary to include in it that the offer is conditional upon receiving a satisfactory police check. You can find examples of letters of offer of the Employment New Zealand website by following this link:

<https://www.employment.govt.nz/starting-employment/sample-appointment-letters/>

However you will note that none of those examples includes any statements that the offer is conditional upon receiving a satisfactory Police check. Accordingly in the examples we have included in Appendix 3 you will find that the example letter of offer which is given for a Children and Families Worker has a paragraph of that kind shown.

The applicant may respond to the offer and proposed agreement by accepting it, rejecting it, or indicating that they wish to accept the offer after discussing changes to the proposed individual agreement. Employers are required to consider any changes the candidate wishes to negotiate, and to respond to their suggestions.

Several laws, including the Human Rights Act and the Employment Relations Act 2000, cover how a job can be offered. In most cases, jobs must be open to anyone, whatever their race, colour, national or ethnic origin, disability, sex or sexual orientation, marital or family status (including pregnancy), age, religious belief or political opinion, or employment status. The Employment Relations Act also states that jobs cannot be withheld from anyone because they do, or do not, belong to a union.

Generally, none of these reasons should be the basis for offering different terms and conditions or fringe benefits to different applicants. Under the Fair Trading Act, it is also a breach to make misleading statements about the type of work, work conditions, rates of pay and promotion prospects. Depending on their nature, complaints can be taken to the Human Rights Commission, Commerce Commission or Employment Relations Authority.

The Human Rights Act does include an exemption for religious organisations if any of the above categories conflict with the organisations belief or doctrine, but extreme care is needed and it is

recommended that advice be sought from the Chancellor of the relevant Episcopal Unit.

Unsuccessful Applicants

You have a responsibility to handle all information gathered about unsuccessful applicants in a confidential manner. This includes letters of application, application forms, CVs and interview notes. After the selection process is complete, this material should be destroyed, or permission should be sought from the applicant to retain it for consideration in the event of a future vacancy – in which case, all documents must be retained securely.

When an appointment has been made, or it has been decided not to fill the vacancy, it is good practice to advise other applicants promptly that their application were unsuccessful.

Source: <https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-9-getting-off-on-the-right-foot/>

For more guidance on selecting the right person for the job go here:

<https://www.employment.govt.nz/starting-employment/hiring/>

This Employment New Zealand link covers the following:

- Describing and advertising the job
- Receiving applications through to interview
- Selecting and appointing
- Getting the worker started

Keeping good records

Each time that you employ a person within your church a range of documents is inevitably created. It is therefore important that you establish an organised system for storing all documents relating to each person's employment.

All employment records should be stored securely, in a manner that avoids the risk of breaches of employees' privacy occurring. Therefore keeping all those records in one place, which is locked, is essential. Only those who ought to have access to such records should have the ability to gain access.

You must send to your Episcopal Unit Registrar or Administrator a copy of every Individual Employment Agreement that you enter into.

Step 6: WELCOMING

Objective for Step 6

To ensure that the new employee is appropriately welcomed into your organisation and has the best start possible.

This involves an **induction** and **orientation** process. The information required for this is often contained in an employee handbook, an example of which can be found here:

<http://manamahi.files.wordpress.com/2011/03/resource1.pdf>

This is also called new employee 'on-boarding'.

In an induction and orientation programme you should address what the employee needs to know and what the organisation needs them to know in the first 24 hours, the first week, the first month and the first year.

The best new employee induction and orientation:

- has targeted goals and meets them
- makes the first day a celebration
- involves family as well as co-workers
- makes new employees productive on the first day
- is not boring, rushed or ineffective
- uses feedback to continually improve.

A well-designed induction and orientation programme will meet the needs of both the organisation and the new employee, and will lead to a long-lasting and fulfilling professional relationship.

While we are welcoming people to a functional job we are also welcoming them to a ministry, whatever that ministry is. You may like to refer them to the quote mentioned earlier from N T Wright, that our work is an act of worship and a way to serve Christ. Your orientation process can recognise this by inviting them to a worship service and/or staff meeting and asking, if appropriate, those who have been involved in the decision to employ them, to pray for them.

Induction and orientation

On a new employee's first day at work, and before they begin working, it is important to:

- provide a full health and safety briefing, including hazards within the workplace and the workplace evacuation plan,
- introduce the new employee to the health and safety representative.
- provide any safety or other equipment required for the job before the employee begins work.
- inform the employee of any reporting requirements, such as who to contact in case of absence or a workplace emergency.
- clarify expectations regarding attendance and breaks.
- outline the training, either on- or off-the-job, that the employee can expect. It is good practice to record this in writing.
- discuss any probation or trial period, if the employment agreement includes one. The support and guidance that the employee will receive during that period should be made clear.
- outline when and how you will review and give feedback on performance.
- introduce the employee to supervisors and co-workers, and the union delegate if there is one.
- make available to the employee information on any in-house policies that apply to them or their job (such as internet and email policy, sexual harassment, reimbursement of business expenses, motor vehicle, media and social media, etc). These should also include any special-character requirements and code of conduct expectations (Title D Canon 1 for example).
- explain and, if appropriate, sign the employee up to any benefit schemes (such as medical insurance or superannuation).

Make contact at the end of the day to see if the employee needs any further information as a result of their first day's experience.

Source: Employment New Zealand
<https://www.employment.govt.nz/starting-employment/hiring/induction/>

In addition to the above, which often takes place within the first few days of employment, a longer process should also be planned. Just because you have spent the first few days with your new employee does not mean they have 'got it'. It is important to follow up with the new employee and let them know who they should talk to if they have any questions about their job.

To ensure that this happens you might consider assigning a 'mentor' to the new employee.

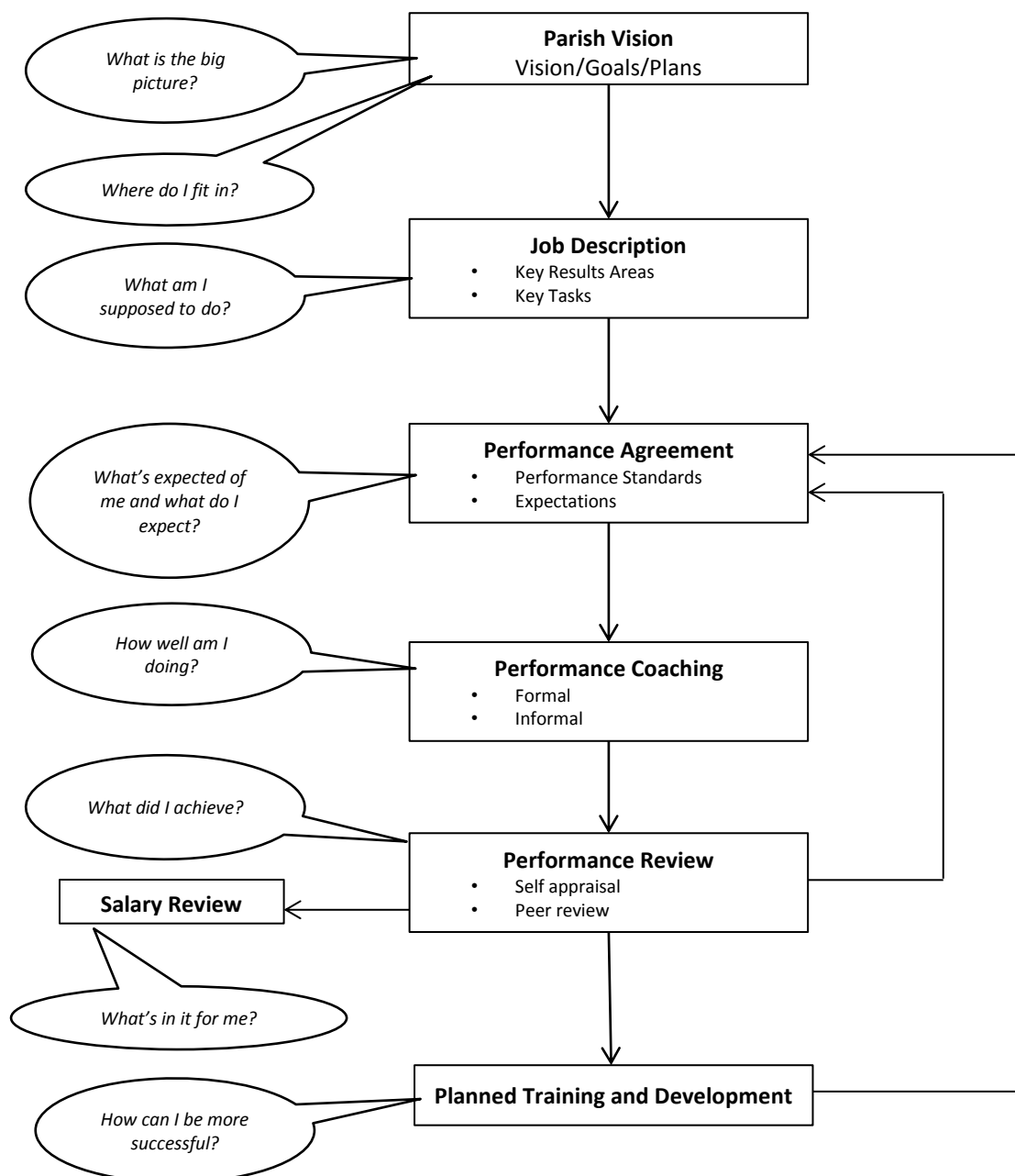
Step 7: PERFORMING

Objectives for Step 7

1. To establish agreed expectations for the job
2. To provide regular reviews and feedback on performance

Performance management is the process of creating a work environment in which people are enabled to perform to the best of their abilities and where they are fully engaged.

The following chart shows the questions a person may ask and the appropriate activity that can be provided to answer their questions.



There are a number of factors that influence a person's capacity to perform. These are all inter-related. However, if one or more is lacking then the person's performance is impeded.

(a) Ability

This includes the character traits, skills and knowledge which are used in the performance of one's role. If you employ a person who does not have the character traits, skills and knowledge that suit the job then you will have a performance problem.

Without the skills or ability to perform, no amount of motivation or opportunity will create high performance. Training and development and coaching are important strategies to assist your staff develop their skills and abilities. It is important you take a planned approach to developing skills your staff require to take on expected responsibilities now and in the future.

(b) Effort

This is the amount of manual or mental energy that a person is prepared to expend on a job to reach a certain level of performance. Effort can vary according to incentive and motivation.

(c) Motivation

There are two types of motivation – internal and external. People behave in certain ways either because of external controls, such as rewards for desired behaviours or "punishments" for undesired behaviours, or because they want to for internal reasons. External motivation is the 'energy' developed by interaction with others, especially those we admire, respect or who are in positions of power or influence. Staff will be motivated by positive feedback, respect from others, success with people or projects and recognition of goal achievement. The leaders' role in motivation is to create an environment where people perform because they want to, not because they have to.

(d) Equity and Expectation

People expect to be treated equally and fairly, they expect to get a certain reward for a certain effort, and they expect to get promoted if they undergo training. All of these factors are inter-related and affect the amount of effort people are prepared to put in.

(e) Opportunity

Motivation on its own is insufficient. In order to excel, people need to be given the opportunity.

Unfortunately it is not uncommon for tasks to be delegated without the required resourcing or authority. The opportunity to perform is made up of:

- Adequate available resources (time, physical resources, people)
- Appropriate authority
- Clear expectations and standards
- Suitable work environment factors

(f) Task or role perception

This concerns the direction in which a person wishes to channel his or her effort and ability. It varies according to whether or not the job is seen to be important or of value in itself, to the organisation, to colleagues, and to the individual.

Performance standards and descriptions must be known and understood.

(g) Environmental factors

The factors over which an individual has no control:

- The job may have severe time constraints, or a lack of adequate resources, or require the use of obsolete equipment.
- There may be conflicting priorities or information overload, such that the individual becomes confused and under stress.
- Other people may be less than cooperative.
- The restrictive policies of the organisation may prevent the individual from using her initiative and imagination to the extent that she wishes.
- The quality of supervision may be defective - some people need encouragement and support, whereas others like to be left to get on with the job.

Environmental factors cannot be used as excuses for poor performance, but they do have a modifying effect.

Performance management involves a lot more than simply dealing with problems after they have arisen. Positive performance management should be built into every employment relationship and is equally important for setting expectations and rewarding success, as it is for dealing with problems.

Performance management is an ongoing cycle with three basic steps:

- **Establish agreed expectations for the job.** Apart from the employment agreement and documenting routine duties, employers and employees may also want to agree on:
 - particular milestones the employee is to achieve and whether there will be extra reward for achieving them
 - any training or skill development the employee needs and how that will be accomplished
 - the employee's longer-term aspirations and how the employer might help the employee to achieve them.
- **Review progress regularly and routinely.** It is important that employers and employees review progress, both informally and formally, at agreed intervals (every quarter is typical) and discuss both successes and problems. The credibility of the process can be undermined if performance reviews are held sporadically or only when there is a problem. A 'no surprises' approach* is advised.
- **At each review, deal with any problems, recognise success, and revise the objectives for the coming period.** This is the opportunity for employers and employees to agree on the state of the existing relationship and to work together on what the future should be. Over time, dealing with problems and seizing opportunities should become part of the fabric of the relationship. A useful review template is offered by the Bishop's Action Foundation; contact ceo@baf.org.nz

See Appendix 4 for Performance Review, and Performance Management Resources

*The level of formality should reflect the circumstances of the workplace but having regular discussions on performance enables issues to be raised early, creating an atmosphere of trust and understanding that should avoid problems. This is termed a 'no surprises' approach.

Source: Employment New Zealand
<https://www.employment.govt.nz/workplace-policies/employee-performance/>

What if problems arise?

If, for any reason, problems begin to surface in an employment relationship, it is essential that you obtain good advice as you seek to respond well in that situation.

Employment problems are often not only complex but also highly sensitive. This is an area where we, as a Church, would want our behaviour and our attitudes to be truly reflective of our commitment to following Christ in all respects.

Accordingly, before taking any formal steps of any kind in an employment relationship, either in respect of performance, or if other difficulties are evident, in the very first instance speak to the Registrar or Administrator in your Episcopal Unit. It is likely that in almost every case that the Chancellor of the Episcopal Unit will need to be approached for advice and guidance before any action of any kind is taken.

Step 8: DEVELOPING

Objective for Step 8

To ensure that employees have the knowledge, skills and abilities necessary to do their individual jobs, and to further the aims of the organisation

Development includes all activities that are designed and implemented to support an employee's knowledge, skills and abilities. These are commonly called competencies. Development may be undertaken in a variety of ways, including formal study, training, mentoring and coaching. It is both unrealistic and unfair for employers to demand competencies of staff without providing them with the resources to attain and practise them.

Jesus had a developmental approach to individuals and building a team. He acted intentionally, not randomly. He shared his values, expectations, ground rules, potential challenges, obstacles, and his understanding of the rewards (see Matthew chapter 5, for instance). He gradually passed responsibility over to his followers until they were in partnership with him and, ultimately, fully in charge.

Jesus was passionate about developing people, and he expected them to be learners (Matthew 11: 29). He coached people to reach their potential (Matthew 13: 10 – 17). He sent them out on their own to try out what he had taught them, risking possible failure, and supported them when they returned. He would then take them aside and encourage them to reflect on that experience (Matthew chapter 10). He made sure people were aware that they were accountable (Matthew 12: 36 – 37).

Typically, the development of people within an organisation goes through five stages:

1. Analysis

During analysis, the learning problem is identified, as are the goals and objectives, the employees' needs, existing knowledge, and any other relevant characteristics. Analysis also considers the learning environment, any constraints, the delivery options and the timeline for the project.

The following questions require answers to complete a successful analysis.

- What are the needs driving this training and development?
- What are the goals and objectives for this training and development?
- How will you define success for both the learner and the training and development?
- How will you measure that success?
- For who is the training and development intended?
- What do the learners already know?
- What resources do they need in order to learn?
- What resources are already available?

2. Design

The design phase deals with learning objectives, assessment requirements and tools, exercises, content, subject matter analysis, lesson planning and media selection.

- How should content be organised?
- How should ideas be presented to learners?
- What delivery format should be used (i.e. presenter talking to people, an interactive group all contributing, etc)?
- What types of activities and exercises will best help learners?
- How should the course measure learners' accomplishments?

3. Development

The creation (production) of the content and learning materials is based on the Design phase. At this stage, a decision on how the training and development will be delivered needs to be finalised.

- How will we trial the training and development?
- Will it be delivered in-house or by a contracted provider?
- Will it involve group sessions or one-on-one coaching?

4. Implementation

During implementation, the plan is put into action and a procedure for training the learner and teacher is developed. Materials are delivered or distributed to the student group. After delivery, the effectiveness of the training and development is evaluated.

Support is also provided to help the learners integrate what they have learned into the workplace.

5. Evaluation

All good training and development programmes require planning, review and revision.

During the evaluation phase, it is necessary to measure how well the project achieved its goals. Here are just some of the questions that might be explored during the evaluation phase.

- Did the learners enjoy the training / coaching?
- Did the learners achieve the learning objectives by the end of the training / coaching?
- Did the learners change any aspect of their behaviour in the workplace?
- Did the course help the organisation to achieve its goals?

For more guidance on training, supervision and performance management use the links below:

Training and Supervision

<https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-12-training-and-supervision/>

Performance Management

<https://manamahi.wordpress.com/mana-mahi-resource/workplace-wellbeing-guide-13-performance-management/>

Step 9: ENDING and FAREWELLING

Objective for Step 9

To ensure that when an employment relationship is ended (for whatever reason) it is handled legally, professionally and compassionately.

Resignation

Resignation is the process where an employee gives notice to their employer of their intention to stop working for that employer.

Employees may resign at any time, provided they give reasonable notice.

It is important in every case of resignation to consider whether an employee may later regret tendering their resignation. This is especially true of a resignation tendered in circumstances of emotional stress, conflict or where the mental health of the employee is reduced.

If any of these factors is present it is good and appropriate pastoral care of an employee and good employment practice to always check again with the employee whether it is their intention to resign before accepting a resignation – if it is a “heat of the moment” or stressful situation you should allow at least 24 hours for the employee to have some space before asking them to assure you that they still want to resign. It is good practice for the reiteration of their intention to resign to be confirmed in writing by the employee if they are willing to do so in these kinds of circumstances.

If you are satisfied that the employee does wish to proceed with a resignation then the employment agreement should be checked to confirm notice periods, and final pay should be calculated. If the employee gives the required notice, the employer must pay the employee to the end of the notice period, unless the employee is justifiably dismissed during that period. The employment relationship continues until that date.

The employee may be required to work for the full notice period or may be asked to stop coming to work before this date. In either case, the employee should be paid to the end of the notice period.

If pay is stopped before the end of the notice period, the employee may be able to claim for wages owed.

If an employee leaves work without giving notice, the employer is not required to pay for time beyond the employee's last actual working day. The employer must not deduct pay in lieu of notice from any amount owed to the employee unless the employee agrees in writing or the employment agreement specifically allows it.

The employer must pay all holiday pay owing to the employee in their final pay.

Forced resignation

If an employer puts pressure (directly or indirectly) on an employee to resign, or makes the situation at work intolerable for the employee, it may be a forced resignation, often known as 'constructive dismissal'.

One or more of the following may be construed as constructive dismissal:

- The employer has followed a course of conduct deliberately aimed at coercing the employee to resign.
- The employee is told to choose between resigning or being dismissed.
- There has been a breach of duty by the employer (i.e. a breach of the employment agreement or the duty of fair and reasonable treatment) such that the employee feels he or she cannot remain in the job.

If an employee has been forced to resign, they may have grounds for a personal grievance case.

For more guidance on resignations go here:

<https://www.employment.govt.nz/ending-employment/resignation/>

Source: Employment New Zealand

Retirement

In law, there is generally no set age to retire from work. Employers cannot require employees to retire just because of their age.

Dismissal

There must be a good reason for a dismissal and the dismissal must be carried out fairly. The utmost care needs to be taken and advice sought from your Episcopal Unit before you take any steps at all in this direction with an employee.

A vitally important step will be to seek specific advice from your Diocese or Hui Amorangi administration office as to the terms of any employment insurance cover held for your Mission Unit or Parish. In some cases insurers require, as a condition of their insurance cover, that particular advice to be obtained (from a specialist employment lawyer who sometimes needs to be pre-approved by them) or other specific steps followed before taking any steps to initiate disciplinary action or other steps towards dismissal or making any dismissal decisions.

For more guidance on dismissal go here:

<https://www.employment.govt.nz/ending-employment/dismissal/>

Source: Employment New Zealand

Redundancy

An employer must have a genuine work-related reason for a redundancy. Employers may consider that they need to make changes in the workplace for a variety of reasons.

However the utmost care needs to be taken and advice sought from your Episcopal Unit before you take any steps at all in this direction with an employee or employees.

A vitally important step will be to seek specific advice from your Diocese or Hui Amorangi administration office as to the terms of any employment insurance cover held for your Mission Unit or Parish. In some cases insurers require, as a condition of their insurance cover, that particular advice to be obtained (from a specialist employment lawyer who sometimes needs to be pre-approved by them) or other specific steps followed before taking any steps to initiate redundancies or taking any steps at all which could result in redundancy decisions.

For more guidance on redundancy go here:

<https://www.employment.govt.nz/ending-employment/redundancy/>

Source: Employment New Zealand

Exit Interviews

Regardless of the reason for leaving the organisation, it is useful to provide the opportunity for departing staff to attend an exit interview. Exit interviews are useful for both the employer and employee as they can provide a high level of feedback around how employment relationships are working, or not working, within the organisation.

Employees should be encouraged to provide free and frank feedback regarding their experiences and in particular any thoughts they have on what the employer is doing right and wrong. Much can be learned from exit interviews and sound HR policies and practice can be developed from this data.

Exit interviews should never be mandatory.

Exit Check List

It is important to have an exit check list in place. This will ensure that all matters that need attending to are completed. Items in the checklist should include, but are not limited to;

- Leave calculations
- Notice period
- Final pay
- Communication to all staff
- Celebration arrangements (if appropriate)
- Return of employer's property (Credit card, keys, vehicle etc)

CLOSING COMMENT

Please note that the information contained in this "People Matter / He Taura Tangata" employment guide is exactly that - a guide to help you through the steps to successful employment of one of the most precious resources the Church is gifted by God, its people.

At times we have made firm recommendations because of a strong aspiration that the Church will be a place where best practices are to be found in our employment relationships with our people.

However, above all, as you take up the task of drawing people into the daily life of the Church through their employment, we encourage you to thoughtfully and prayerfully engage thoroughly with this responsibility, giving it the time and the attention that the call of Christ, to actively love one another, demands.

We trust this guide will assist you. The content of this guide will be regularly reviewed and updated. However, it is also important to remember that New Zealand employment law is dynamic, and changes are regularly made. This document should therefore be read in conjunction with up-to-date information that can be found in the Employment Relations section of the Employment New Zealand web site:

<https://www.employment.govt.nz/>

APPENDIX 1 – BEING WELL INFORMED

Before embarking on the 'People Practice' steps it is important to understand the context in which you are making employment decisions.

The following links will give useful background that will support an informed and professional start to the process.

Workplace Wellbeing Good Practice Guides:

<https://manamahi.wordpress.com/mana-mahi-resource/>

Employment New Zealand Guidelines:

<https://www.employment.govt.nz/>

APPENDIX 2 - MINIMUM EMPLOYMENT RIGHTS

The link below provides an overview of the minimum rights and obligations that apply by law to employers and employees.

Employees cannot be asked to agree to less than the minimum rights. An employee is anyone who has agreed to be employed, under a contract of service, to work for some form of payment. This can include wages, salary, commission and contracts.

<https://www.employment.govt.nz/starting-employment/rights-and-responsibilities/minimum-rights-of-employees/>

This link will give you up-to-date information on:

- Annual holidays
- Bereavement leave
- Break entitlements
- Employment agreements
- Employment relationship problems
- Equal pay and equal rights
- Fixed-term employees
- Flexible working arrangements
- Health and safety
- Keeping records
- Minimum pay
- Paying wages
- Penalties
- Public holidays
- Leave
 - Sick leave
 - Parental leave
 - Other leave rights
- Right to work in NZ
- Trial periods
- Unions

APPENDIX 3 – CHURCH-FOCUSED RESOURCES

In addition to the resources used in this guide (including those of the Employment New Zealand and Mana Mahi), we also encourage engagement with the wide array of well-developed Church-based resources. Within the Church context typical job categories would include:

Ministry

- Pastoral-Care Worker
- Children/Youth/Families Worker
- Parish Nurse

Non-ministry

- Parish Administrator
- Parish Manager
- Parish Secretary
- Receptionist
- Cleaner/Gardener
- Organist/Musical Director

Examples of Church-based templates, including Job Descriptions, Employment Agreements and advertisements are included below in this Appendix to assist with understanding set-out and content of these documents, BUT **do not use these as they are** – go to the contract builder and other resource links to develop your own.

_____ **PARISH**
Individual Employment Agreement
Children's and Families Worker

1 The Parties

1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. _____ Parish, the "Employer"; and
2. _____, the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as a Children's and Families Worker.

2.2 Duties as set out in the job description which may be modified from time to time by the Employer

The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

3 Nature and Term of the Agreement

3.1 Individual Employment Agreement

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. This agreement will commence on _____.

3.2 Concurrent License/Letter of Authority Requirement

Notwithstanding the provisions of Clause 3.1 the Employee acknowledges and agrees that it is a condition of this agreement that the Employee is concurrently the holder of a **licence/or letter of authority** from the Bishop of _____ in respect of this position. The Employee agrees that on any date that their **license/letter of authority** is withdrawn she shall be deemed to have also terminated her employment with the Parish.

4 Obligations of the Relationship

4.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good Employer in all dealings with the Employee
- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

4.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 The Place of Work

5.1 Flexible Location

The parties agree that the Employee shall perform their duties at _____ Parish and at any other reasonable location to which they may be directed from time to time by the Employer.

6 Hours of Work

6.1 Hours

The parties agree that the Employee is being employed to perform duties on a **part time/fulltime** basis. The hours and days on which the Employee shall work are as follows: _____ per week including _____ hours on Sundays unless otherwise arranged.

7 Wages/Salary/Allowances

7.1 Hourly Rate

The Employee shall be paid according to an hourly rate which shall be _____ per hour. The Employee's pay shall be paid fortnightly on Thursday into a bank account nominated by the Employee.

8 Holidays and Leave Entitlements

8.1 Holiday Pay

The Employee shall be entitled to paid annual leave of four weeks per year after 12 months continuous employment with the Employer, in accordance with the Holidays Act.

If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance the employer may recover the amount paid to the employee for holidays taken in advance that is not covered by the employees annual holiday entitlement.

This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

8.2 Payment for work on a Public Holiday

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day

8.3 Sick Leave

The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 month period of service. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

Sick leave entitlements can be accumulated from year to year up to a maximum entitlement of 20 days.

8.4 Medical Certificate Required for Sick Leave

Where the Employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.

The Employer shall also be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required and agree to meet any reasonable expenses in getting this proof.

9 Restructuring and Redundancy

9.1 Employer to provide information and consider comments in restructuring situations

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

9.2 Employer to provide employee opportunity to discuss options with new employer in restructuring situations

The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will provide the employee with opportunities to meet and discuss their employment options with a new employer.

9.3 Employer to provide access to counselling if employee not transferred to the new employer

Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will during their period of notice provide the employee with access to employment counselling.

10 Termination of Employment

10.1 General Termination

The Employer may terminate this agreement for cause, by providing one month's notice in writing to the Employee. Likewise the Employee is required to give one month's notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

10.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;

- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

13.3 Termination as a result of Diocesan action

Notwithstanding any other provision in this agreement the Employee agrees that the occurrence of the event referred to in clause 3.2 of this agreement constitutes an event which terminates this agreement.

11 Resolving Employment Relationship Problems

11.1 Short Form

If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Employment New Zealand's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

12 Acknowledgement of the Agreement

12.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

13 Declaration

13.1 Declaration

The Wardens, on behalf of _____ Parish, offer this employment agreement to _____.

Signed by:.....
Date:.....

Signed by:.....
Date:.....

I, _____, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:.....
Date:.....

_____ **PARISH**
Individual Employment Agreement
Parish Cleaner

1 The Parties

1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. _____ Parish, the "Employer"; and
2. _____ the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as a Parish Cleaner.

2.2 Duties as set out in the job description which may be modified from time to time by the Employer

The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other

reasonable duties and comply with reasonable instructions issued by the Employer.

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4.1 Obligations of the Employer

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- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

EXAMPLE DO NOT USE

4.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 The Place of Work

5.1 Flexible Location

The parties agree that the Employee shall perform their duties at _____ Parish.

6 Hours of Work

6.1 Hours

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7.1 Hourly Rate

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8.1 Holiday Pay

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If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance the employer may recover the amount paid to

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This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

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The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 month period of service. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

Sick leave entitlements can be accumulated from year to year up to a maximum entitlement of 20 days.

8.4 Medical Certificate Required for Sick Leave

Where the Employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.

The Employer shall also be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required and agree to meet any reasonable expenses in getting this proof.

9 Restructuring and Redundancy

9.1 Employer to provide information and consider comments in restructuring situations

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

9.2 Employer to provide employee opportunity to discuss options with new employer in restructuring situations

The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will provide the employee with opportunities to meet and discuss their employment options with a new employer.

9.3 Employer to provide access to counselling if employee not transferred to the new employer

Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will during their period of notice provide the employee with access to employment counselling.

10 Termination of Employment

10.1 General Termination

The Employer may terminate this agreement for cause, by providing one month's notice in writing to the Employee. Likewise the Employee is required to give one month's notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

10.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

11 Resolving Employment Relationship Problems

11.1 Short Form

If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from Employment New Zealand's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

12 Acknowledgement of the Agreement

12.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

13 Declaration

13.1 Declaration

The Wardens, on behalf of _____ Parish, offer this employment agreement to _____.

Signed by:.....

Date:.....

Signed by:.....

Date:.....

I, _____, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:.....

Date:.....

**Draft letter offering employment – CHILDREN AND FAMILIES
WORKER**

[Date]

[name and address of successful applicant]

Dear [name]

Offer of Employment

We are pleased to offer you the position of Children's and Families Worker at _____ Parish starting on [date to be inserted]. We propose that the terms of employment will be those in the attached draft individual employment agreement.

Please note that you are entitled to discuss this offer and to seek advice on the attached proposed agreement with your family, a union, a lawyer, or someone else you trust. If you want some information on your employment rights, you can also contact the Employment New Zealand on 0800 20 90 20 or <https://www.employment.govt.nz>

Also, if you disagree with, or do not understand or wish to clarify anything in this offer, please ring _____ to discuss any issue you wish to raise.

A satisfactory Police Check is a prerequisite to the Parish being able to employ you in this position. Accordingly this offer of employment is conditional upon the Parish receiving a satisfactory Police Check prior to your commencing any work with us. Please therefore also find attached the necessary application form for this check to be completed. Please complete this form and return it to the Parish Office as soon as possible.

If you are happy with the proposed terms of the Individual Employment Agreement and wish to accept this offer of employment, please also sign the duplicate copy of this letter and return it to the Parish office by [date to be inserted – but make sure this is prior to the commencement date inserted above]. In the event we have not heard from you by that date, this offer will be automatically withdrawn on that date. We look forward to working with you.

Yours sincerely

[Name of Employer]

[Address of Employer]

I, [name of successful applicant], confirm that I have read the terms of employment set out in this letter and in the attached individual employment agreement, that I fully understand them and their implications and that I now accept the offer of employment and shall immediately execute in duplicate the Individual Employment Agreement that was attached to this letter.

.....
[name of successful applicant]

Date:

Draft letter offering employment - PARISH CLEANER

[Date]

[name and address of successful applicant]

Dear [name]

Offer of Employment

We are pleased to offer you the position of Parish Cleaner at _____ Parish starting on [date to be inserted]. We propose that the terms of employment will be those in the attached draft individual employment agreement.

Please note that you are entitled to discuss this offer and to seek advice on the attached proposed agreement with your family, a union, a lawyer, or someone else you trust. If you want some information on your employment rights, you can also contact the Employment New Zealand on 0800 20 90 20 or <https://www.employment.govt.nz>.

Also, if you disagree with, or do not understand or wish to clarify anything in this offer, please ring _____ to discuss any issue you wish to raise.

If you are happy with the proposed terms of the Individual Employment Agreement and wish to accept this offer of employment, please sign the duplicate copy of this letter and return it to the Parish office by [date to be inserted – but make sure this is prior to the commencement date inserted above]. In the event we have not heard from you by that date, this offer will be automatically withdrawn on that date. We look forward to working with you.

Yours sincerely

[Name of Employer]

[Address of Employer]

I, [name of successful applicant], confirm that I have read the terms of employment set out in this letter and in the attached individual employment agreement, that I fully understand them and their implications and that I now accept the offer of employment and shall immediately execute in duplicate the Individual Employment Agreement that was attached to this letter.

.....

[name of successful applicant]

Date:

JOB DESCRIPTION

CHILDREN AND FAMILY COMMUNITY MINISTER AT _____ PARISH

_____ Parish seeks to "Grow disciples through the Living Christ. We now seek to grow in our families, children and youth and to be intentionally missional.

This is to help lead and develop the work of _____ Parish in the wider parish (with emphasis on openings in the _____ community) with children and families

This will be a mission catalyst with a mature, vibrant and practising faith in Jesus Christ and also have a desire to lead others to discover Christ for themselves. It should also be someone who is willing to live incarnationally to model and work towards building a culture of Christ like discipleship among others.

Skills and abilities

- To lead by example
- Demonstrate a personal, passionate and authentic Christ centred life both in the parish and in the wider community, especially in _____ community.
- Be self motivated with some direction from the Church leadership and management team and be able to work and execute plans.
- Have the skills to plan and organise programmes and event with the ability to build a support team of volunteers to make the events happen.
- Have the ability to communicate well across the different areas within the church and community and engage intergenerationally
- Be accountable to review programmes and events with the vicar, management team and mentor.
- Have awareness of self-care and personal needs and boundaries associated with living incarnationally, both spiritually, emotionally and mentally.
- Be aware of and practise within the code of Ethics for children and Family Ministry from the Office of the Next generation.

Focus

- Develop weekend Church and community focused programmes enhancing what is already being offered through Sunday worship and weekly playgroups.
 - Weekly play group attendance
 - Sunday morning children's programme oversight and supporting leaders.
 - Running and co-ordinating Sunday combined service once a month at 10am
- Network and become integrated within the community through engagement with local schools and groups.
- Develop ministry and build relationships in _____ community
- Develop relationships with members of the _____ parish community.
- Identify people to join and become part of the team for ministry within the parish and especially for _____ community.

Administration

- Network with other Church ministries in the _____ area ministering to Children and Families.
- Meet with a mentor once a week.
- Meet with management oversight group once a month
- Attend weekly playgroup at _____ Parish
- Communicate activities with the wider church through the use of the website and newsletter.
- Maintain safe practise for yourself and those in your team through offering the child safe programme ensuring first aid and police checks are kept up to date.

Leadership development

- Take part in Diocese network events and training ensuring reflective practise and personal developmental needs are being met.
- Attend regular supervision and mentoring appointments for ongoing support.
(expenses covered as per employment agreement)
- Reflect on personal development and have awareness of areas for growth.

JOB DESCRIPTION
CLEANER AT _____ PARISH

Title: Cleaner

Location: Based at the Parish of _____

Hours: ____ hours per week, preferably between _____ and _____ on _____ (day, or days of week)

Responsible to: Vicar **or** Parish Manager

Purpose of role: To ensure that the church, the church hall, offices, toilets, kitchen and stairs are kept in a clean and orderly condition

Key responsibilities: To provide a high quality cleaning service that includes tasks such as vacuuming, mopping, dusting, emptying bins, and polishing surfaces.

Church, Church Hall, Offices and Corridors

- Dust/polish all surfaces including equipment
- Vacuum carpets

Kitchen & Toilets

- Wipe all surfaces
- Sweep and mop the floors
- Clean sinks, taps, draining board and basins
- Clean each toilet

Stairs

- Brush and mop internal entrance stairs and first floor stairways

Cleaning stock level maintenance

- Notify administration when materials are running low so that they can be ordered centrally
- Empty all bins

APPENDIX 4 – CHURCH-SPECIFIC TEMPLATES

4A – Performance Review Information for Staff

4B – Performance Review Interview Sheet

4C – Performance Review Self Assessment

4D – Performance Review by Assessor

APPENDIX 4A – PERFORMANCE REVIEW INFORMATION FOR STAFF

ANGLICAN CHURCH OF AOTEAROA NZ Performance Review Information for Staff

Acknowledgement: this review process material is adapted from documents used at Karori Anglican Parish, Wellington, New Zealand.

Purpose of the Performance Review

A performance review's purpose is to provide a positive framework for the improvement of your performance for the both your own benefit and for the benefit of the organisation.

- To acknowledge strengths and achievements
- To ensure that mandatory requirements relating to any legislation and professional standards are met
- To assist with goal setting and developmental objectives
- To help plan the support required for the achievement of developmental objectives
- To provide feedback
- To document all parts of the review process

Confidentiality

The review team is the Vicar (ministry roles) or Parish Manager (administrative roles) or similar person with oversight responsibility; and the Vicar's Warden or People's Warden or equivalent. The Vicar's (or senior manager's) review is with both Wardens (and person/s in similar roles). You are welcome to invite another person to participate or support you in your review. Your review is confidential to these people but a written record will be kept.

Procedure for Performance Review

1. Performance reviews will be conducted on a six month or yearly basis (as decided by policy)
2. You will receive a general questionnaire and a self-assessment sheet for completion (copies attached). The general questionnaire is for all roles and the self-assessment for roles with completed position descriptions that include Key Result Areas, Key Tasks and Desired Outcomes.
3. Please complete these sheets and forward to your Vicar/manager within 7 days.
4. When this is received and where applicable your manager will provide you with a copy of their assessment.
5. A meeting will be scheduled within the week of... (date to be noted) to meet and discuss the review. Action points will be discussed and agreed to.

APPENDIX 4A – PERFORMANCE REVIEW INFORMATION FOR STAFF

The Review Interview

Discussion in the review interview should focus on the following:

- How your actual performance compared to standards/desired outcomes
- Your highlights and achievements during the review period
- Any difficulties and/or problems you have faced
- The basis and information supporting these views
- Factors which have helped and/or hindered your achievement

Preparation by Staff for the Performance Review

In preparation for the interview you should think about and record:

- The quality and level of your performance in relation to key results
- Your achievement of development objects (from last review)
- Your major achievements for the period of review
- Your performance of tasks that fell outside your job description
- Any difficulties that you may have encountered
- How and if these difficulties were remedied
- Any areas where you think you require further development

The Review Interview – Receiving Feedback

- **Listen to the feedback rather than immediately reject or argue with it** – feedback can be uncomfortable to hear but we may be poorer without it. You will be given the opportunity to voice your opinion also.
- **Be clear about what is being said** – try to avoid jumping to conclusions or becoming immediately defensive. Make sure you understand the feedback before you respond to it. A useful technique can be to paraphrase to check you have understood.
- **Ask for the feedback you want but do not get**
- **Decide what you will do as a result of the feedback** – each of us needs to know how other people experience us to extend our self-awareness which is incomplete if merely our own version of ourselves. We should use feedback to help our own development.

Appeal Process

If for any reason you are unhappy with the performance review process and/or your performance review you can appeal in writing to the appropriate group such as the Vestry Employment Group. This appeal needs to be lodged within fourteen days of completing the review interview.

21 May 2013

APPENDIX 4B – Performance Review Interview Sheet

ANGLICAN CHURCH OF AOTEAROA NZ

Performance Review

Interview Sheet

Discussion in the review interview should focus on the following:

- How your actual performance compares to standards/desired outcomes
- Your highlights and achievements during the review period
- Any difficulties and/or problems you have faced
- The basis and information supporting these views
- Factors which have helped and/or hindered your achievement

Questions adapted from Karori Anglican Churches Yearly Review Document

Your Work Environment	
Question	Comment
How well do you think this job is a good fit for you?	
To what extent do you think your skills and capabilities are being well used?	
How well do you think you are being led and managed? How could this work better?	
How does your role link to the goals of this church/organisation?	
How well do you consider you are resourced?	
Do you have enough/too many hours to do your ministry?	
What other factors compete for your time?	

APPENDIX 4B – Performance Review Interview Sheet

Actions and Outcomes	
Question	Comment
What were your work goals for this year?	
What did you get done this year?	
How did it link to the goals?	
What has been the result of your ministry?	
Did you get the results you expected?	
What do you enjoy doing most?	
What do you least enjoy doing?	
How could this ministry be developed?	
What new thing(s) did you learn this year?	

APPENDIX 4B – Performance Review Interview Sheet

Looking Forward	
Question	Comment
What are your personal goals for the next year?	
What changes would improve your effectiveness?	
What changes would improve your job satisfaction?	
What do you need to achieve these? (resources, training, mentoring, etc)	

Spirituality	
Question	Comment
Who is your spiritual director and how often do you meet?	
Who is your ministry mentor and how often do you meet?	
What spiritual practises are you using? Frequency?	
What resources are nourishing your spirituality?	
How are you doing in terms of life balance issues?	

APPENDIX 4C – PART A: PERFORMANCE REVIEW – SELF ASSESSMENT

ANGLICAN CHURCH OF AOTEAROA NZ
PART A: PERFORMANCE REVIEW – SELF REVIEW

Employee Name: _____
 Job Position: _____
 Period Reviewed: _____
 Date of Review: _____

Manager Name: _____
 Job Position: _____
 Signed: _____

Employee

Key Result Area/Task	What is to be achieved?	Score (1-5)	Action Required/Development <i>(See Part B below)</i>	Comment

SCORE KEY: 1. Basic Ability 2. Fair 3. Sound 4. Strong 5. Exceptional

APPENDIX 4C – PART B: DEVELOPMENT PLAN

**ANGLICAN CHURCH OF AOTEAROA NZ
PART B: DEVELOPMENT PLAN**

Action Required/ Development Area	Action Steps	By Whom	Support Required	Completed (Sign and Date)

Acknowledgement: this review process material is adapted from documents used at Karori Anglican Parish, Wellington, New Zealand.

APPENDIX 4D – PART A: PERFORMANCE REVIEW BY ASSESSOR

ANGLICAN CHURCH OF AOTEAROA NZ
PART A: PERFORMANCE REVIEW BY ASSESSOR

Employee Name: _____

Manager Name: _____

Job Position: _____

Job Position: _____

Period Reviewed: _____

Date of Reviewed: _____

Signed: _____

Employee self-review completed?

Manager

Key Result Area/Task	What is to be achieved?	Score (1-5)	Action Required/Development <i>(See Part B below)</i>	Comment

SCORE KEY: 1. Basic Ability 2. Fair 3. Sound 4. Strong 5. Exceptional

APPENDIX 4D – PART B: DEVELOPMENT PLAN

ANGLICAN CHURCH OF AOTEAROA NZ
PART B: DEVELOPMENT PLAN

Action Required/ Development Area	Action Steps	By Whom	Support Required	Completed (Sign and Date)

Acknowledgement: this review process material is adapted from documents used at Karori Anglican Parish, Wellington, New Zealand.

APPENDIX 5 - EXAMPLE OF REFERENCE CHECK

Questions	Comments
What was your relationship to the candidate?	
What were the candidate's main responsibilities and tasks?	
How would you describe the candidate's performance overall?	
What would you say are the candidate's strengths?	
What would you say are the candidate's weaknesses?	
How has the candidate performed in relationships with stakeholders and in building relationships overall?	
Is the candidate a strategic thinker?	
How did the candidate get on with peers and superiors?	
How well-suited is the candidate to the role?	
What other information can you provide to help me develop a complete picture of the candidate?	

APPENDIX 6 - GLOSSARY

Contract for service – used for fixed-term and/or specific work which requires specialised skills. Contractors are not employees. A contract is based on either an hourly rate or a fixed amount for a defined piece of work. A contract clearly specifies what is to be achieved by the contractor, what the agreed timeframe is and what they will be paid. Contracts usually require GST to be paid.

Employment – when somebody is engaged for wages or an annual salary on an ongoing or fixed-term basis. Employees are subject to PAYE.

Evaluation – a planned process that enables employer and employee to discuss how well the employee is performing compared with the set expectations for their role. Evaluation should be based on the outcomes set out in the Job Description.

Induction / orientation – the process by which a new employee is supported to start in their new role. Induction should include key information about their role, their colleagues and the organisation, and also key policies or processes, such as health and safety.

Job description – a clear statement that identifies the key purpose of the role and what the expected outcomes are. Evaluation measures should be included.

Kiwi Saver - KiwiSaver is a work-based savings initiative designed to help employees set up for their retirement. To join KiwiSaver an employee must be a NZ Citizen and be under the age of eligibility for NZ Superannuation. KiwiSaver is voluntary and an employee can choose to join with a scheme provider directly, or contribute to their fund through their employer. Each employee must be given a KS-2 Deduction Form and a KS-10 Opt-out Form. An employee may opt out after their 14th day of employment. Employee contributions are deducted from their pay at their chosen rate – either 2%, 4% or 8%.

Employers are responsible for passing on an employee's contributions through PAYE. They are also responsible for contributing a minimum of 2% to the employee's fund. The entire employer contribution is taxable. This tax is called Employer Superannuation Contributions Tax and is paid with PAYE. The employer contributions are taxed at the top employee marginal rate based on the estimated employee annual earnings.

Mentoring (Coaching) – a process that supports an employee by providing someone with significant experience in their job (either within the organisation or outside it), to act as a guide.

Performance management – a planned and regular (annual) process whereby the employer and employee evaluate how well the employee has met expectations. This process is also an opportunity to discuss future training needs and any issues with the overall employment relationship. A salary review might also be part of this process, but is often undertaken separately.

Person specification – a detailed set of criteria outlining the type of skills and experience required by a person, to be successful in a particular job.

Profiling – a process to identify the characteristics of people in an organisation or team so that their likely approach to work can be determined and aligned.

Strategic goals – future-focused targets to support an employee to be clear about what is expected of them. Goals might also be set for training needs.

Supervision – (usually confidential) support for an employee, which provides an environment in which they can discuss issues or difficult experiences relating to their work.