# This is a sample of a set of house rules. It does not cover everything that could be included in a set of house rules. If you are unsure whether it suits your circumstances, please seek advice.

# HOUSE RULES

**The following house rules explain our operating procedures and standards and apply to all employees. From time to time we also issue specific policies, which form part of these house rules. When these rules and policies are changed, all employees are advised in writing. Where a rule or policy is at odds with your employment agreement, the latter document will apply to you.**

**“We” or “us” means the company / employer and “you” means the employee.**

**ATTENDANCE, WORK AND ABSENCES**

**Abandonment of Work**

Absence from work for a continuous period of 3 working days will be regarded as abandonment of employment. Reasonable steps will be taken to contact you by phone, fax, e-mail or registered letter.

**Authority**

You must follow the lawful instructions of management.

No employee has the authority to commit the employer to a course of action or expenditure without specific delegated authority.

**Contacts**
You must keep us informed of your current address and contact details.

**Court Attendance**

If you are called up for jury service or are subpoenaed to appear in court as a witness, you must advise us immediately. You agree that we may negotiate on your behalf to obtain a release from jury service.

We will pay the difference between the fees or expenses (excluding reimbursing payments) paid by the court, and your normal daily pay, for a maximum of five days. The court vouchers are required for payment. You must report for work if you are not required at court.

**Grievance Procedure**

If any employment issues arise, you must let your manager know immediately so that we can try and resolve it then and there. If the matter cannot be resolved, we will seek assistance from the Ministry of Business, Innovation and Employment’s Mediation Service. If mediation does not resolve the matter either, it can be referred to the Employment Relations Authority.

A personal grievance should be raised within 90 days. If your employment agreement contains a trial period clause, you may not raise a personal grievance on the grounds of unjustified dismissal. You may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act.

**Hours of work and breaks**

Your hours and days of work are set out in your employment agreement.

[While the law requires that employers provide employees with rest and meal breaks, the length and frequency is left to employer and employee to agree on. Where it is not reasonably possible to provide such breaks, you can agree on compensation. Whatever is agreed, must be set out in the employment agreement.]

Your employment agreement sets out what rest and meal breaks you are entitled to. You must be prepared and ready to start work at the required time each day. If you are unable to work or if you will be late, you must personally advise your manager before the shift starts.

Fabrication or falsification of time worked will be regarded as serious misconduct.

**Fit for work**

You must report to work in such a condition that you are able to perform your duties properly and safely. See the Health and Safety section with regard to drugs and alcohol.

**Leave**

**Annual Holidays**

As specified in your employment agreement and as set out in the Holidays Act. You will always receive at least the minimum provided for by law.

Annual holidays must be applied for in writing and taken at agreed times, within 12 months after your anniversary date. If it is not possible to take leave within that time, our written approval must be obtained to carry over leave into the following year. You are entitled to take up to two weeks of your holidays at one time.

Certain parts of the business will close between [insert date] and [insert date] during which period you must take your annual holidays. If you have insufficient annual holidays available, for instance during your first year of employment, you must take unpaid leave. We will give you at least two weeks’ notice in such a case.

On leaving our employment you will be paid whatever annual holidays are due to you.

**Bereavement Leave**

After 6 months of continuous employment you become entitled to paid bereavement leave, as provided for in the Holidays Act. You must have worked continuously with us for at least six months, or an average of at least 10 hours per week and at least one hour per week or 40 hours per month, before you can get paid bereavement leave.

On the death of your spouse, parents, children, grandparents, grandchildren, brother or sister, or your spouse’s parents, you may take up to three days per bereavement. On the death of any other person you may take one day if we agree that you have suffered bereavement.

Bereavement leave does not have to be used at the time of the death (it can be taken later), and it can be split up into more than one absence.

**Parental Leave**

You are entitled to parental leave as provided for in the Parental Leave and Employment Protection Act 1987.

**Public Holidays**

You are entitled to 11 paid public holidays as provided for in the Holidays Act. At the moment the following are paid public holidays –

* Christmas Day
* Boxing Day
* New Year’s Day
* 2 January
* Waitangi Day
* Good Friday
* Easter Monday
* ANZAC Day
* Queen’s Birthday
* Labour Day
* Provincial Anniversary Day.

Your employment agreement says what your normal working days are, whether you are required to work on public holidays, and if you are, what you will be paid.

The Holidays Act provides for the following minimum payments –

If a public holiday falls on a day that would otherwise be a working day for you, you will get the day off on pay.

If you work on a public holiday that would otherwise be a working day for you, you will be paid time and a half for the time actually worked on the day, plus another paid day off (an alternative holiday). The alternative holiday is to be taken on a day agreed between us or failing agreement, as reasonably directed by us on two weeks’ notice.

If you work on a public holiday that would not otherwise be a working day for you, you will be paid in accordance with the Holidays Act. At present that is time and a half for the time actually worked on the day. You will not be entitled to an alternative holiday in respect of that day.

If you wish to celebrate other cultural or religious days as holidays, please ask your manager whether you can exchange them.

[**Add your on call arrangements, if any**, eg –

**On Call arrangements on public holidays**

You may be required to be on call on public holidays. If you are on call you will receive $[insert amount] for being on call. If you are called out, you will also be paid as set out below.

**Otherwise a working day**

If it is otherwise a working day for you and you are required to restrict activities to the extent that you cannot enjoy a full holiday, you will receive an alternative holiday, even if you are not called out. If you are called out, you will also get time and a half for the hours worked.

If it is otherwise a working day for you and you are not restricted, eg if you can refuse a callout, and you are called and accept the callout, you will be paid time and a half plus an alternative holiday.

**Not otherwise a working day**

If it is not otherwise a working day for you and you are required to restrict activities to the extent that you cannot enjoy a full holiday, you will receive [insert payment], even if you are not called out. If you are called out, you will also get time and a half for the hours worked.

If it is not otherwise a working day for you and you are not restricted, eg if you can refuse a callout, and you are called and accept the callout, you will be paid time and a half for the hours worked.

**Sick Leave**

Your entitlement to sick leave is as specified in your employment agreement and as set out in the Holidays Act. You will always receive at least the minimum provided for by law. At present this is 5 days per year, the unused portion of which accumulates automatically to a maximum of 20 days.

You must have worked continuously with us for at least six months, or an average of at least 10 hours per week and at least one hour per week or 40 hours per month, before you can get paid sick leave.

You may be required to produce a medical certificate for illness of 3 or more consecutive days, even if part of the illness extends into a weekend (non-work days).

ACC leave

If you are on ACC leave you may apply to have your ACC payments topped up from 80% to 100%.on a weekly basis with available paid sick leave. One weeks’ top up equals one day of sick leave. You cannot top up from Annual Holidays.

Termination on Medical Grounds

Where an employee has been, or in the opinion of a registered medical practitioner will be, absent from work for more than [ insert period eg 3 months] because of illness or injury, we shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by us, at our cost. In assessing the employee's fitness for work, we will take into account (and provide the employee with a copy of) any report provided as a result of that examination, and any other medical report provided by the employee. If (having considered such reports) we are of the reasonable opinion that the employee is incapable of performing their duties because of the illness or injury, we may terminate the employee’s employment after consultation with them, and on the notice set out in their employment agreement.

**Performance Appraisals**

You must participate fully in any performance appraisal. We may take disciplinary action for non-performance if you do not achieve the goals set.

**Redundancy and Employment Protection**

Your employment agreement sets out your agreement with us regarding redundancy (under the Redundancy and Employment Protection clause).

**Training / Study**

You must attend training courses as required by us, at our expense. You will receive your normal pay for training during your working hours. We may deduct from your final pay any training course fees incurred in the last three months of your employment.

We may, at our sole discretion, assist employees with training courses that they suggest. We may also allow time off for approved study, including examinations, on terms and conditions to be agreed at the time.

**STANDARDS**

**Confidential Information and privacy**

You may not, either during your employment or after termination, use, disclose or distribute to anybody, except as is necessary for your performance under your employment agreement, or as required by law, any confidential information, messages, data or trade secrets that you have obtained in the course of your employment with the employer. This includes, but is not limited to, information about our business, suppliers, customers and staff.

**Computer and Telecommunications**

You must comply with our ethical and social standards when you use our communication systems. This particularly applies to pornography, violence, extremism, harassment and bullying, which is unacceptable to us. You may not download, view, store or send objectionable material on our network or equipment.

You must also comply with all specific email, Internet and network policies issued from time to time. [Add your social media policy, ie Facebook, Twitter, TradeMe etc.] [Add your policy regarding emails, eg “you may not use your company email address for any private business”]

You may not do anything illegal or contrary to our interests, when you use such systems.

You may not copy licensed or protected software on our equipment. No software of any nature whatsoever may be introduced or used on our IT systems without the network administrator’s authority.

You may not connect any private device, including mobile phones, tablets, computers or storage devices of any kind to our network without the network administrator’s authority.

All the information transmitted through or stored in our network, computers and phones belong to us, and is monitored.

You may not use your private mobile phone or computer during work time. [or replace with your policy, if different.]

**Courtesy and Employer reputation**

Our business depends on the continuing support of customers and suppliers. They must be given courteous attention in all your contact with them.

You may not threaten, abuse, insult or cause ill-feeling towards any person or group, if such behaviour may expose us to legal action or where your association with us could bring us into disrepute. This includes any comments posted on social media, whether during work hours or not.

You must advance our interests within reason, and may not do anything to our detriment.

**Disciplinary Code**

Our disciplinary code and procedure, which may be changed from time to time, is attached.

An employee may be suspended with or without pay, pending investigation, if we consider it necessary. We will consult with the employee before such a step is taken.

Equal Employment Opportunity

We hire, train and promote without discrimination.

# Harassment and bullying

Harassment will not be tolerated. If you think that someone else’s behaviour towards you is offensive, you must make it clear to that person that such behaviour is unacceptable to you. If the person persists, you should report the matter to your manager. It is then up to management to investigate the matter and take whatever action is required.

Workplace bullying is not acceptable. If you feel that you are being bullied, please bring it to the attention of your manager, who will investigate the matter and take whatever action is required.

Group bullying of a supervisor or manager (mobbing) is unacceptable and will be regarded as serious misconduct.

Romantic involvement with staff members who report to you is considered unacceptable, and may lead to disciplinary action and dismissal. This is because it may affect the work environment during or after the relationship has ended, and because it may affect our reputation through charges of favouritism, exploitation, etc.

**Intellectual Property**

We retain sole ownership of any original work, process, design or other material produced by employees in the course of their employment or with the aid of our facilities or equipment.

We have full legal and moral rights to such work, process, design, or other material regardless of whether those rights are exercised during the employment period.

**Media**

Unless explicitly authorised, you may not make statements to or give interviews to the media.

**Negligence**

We rely on our employees to carry out their duties effectively and efficiently. Neglect of duties which could result in loss to us will be considered serious misconduct and compensation may be sought for actual losses incurred.

**Notification of Legal Action**

You must immediately advise your manager of any threat of legal action against us that you become aware of. You must also advise your manager of any allegation or legal action taken against you personally, that may affect your ability to fulfil your duties, or that could involve us.

**other work**

You must advise us of any other regular activity that you take on, that may interfere with your ability to do your job for us, such as creating a conflict of interest with us, or not having enough time to rest and therefore not being alert enough to do your work.

**Payment by other than the employer / Conflict of interest**

You must not demand, claim or accept any fee, gratuity, commission or benefit from anybody other than us, in payment for anything concerned with your duties, except with the prior written consent of a senior manager.

You must declare any interest in any organisation of any kind which may conflict with or be in competition with us. You must not bring onto our premises any person who may be employed by a competitor, without management approval.

**Presentation**
Your clothing, personal hygiene and grooming must be appropriate to our image as a business, and must also meet your legal obligations, for instance regarding your own health and safety at work. These standards may be changed from time to time and may include any element of your personal appearance, and anything else that reflects on the business or affects its appeal to customers.

You may be required to wear a uniform, which will be supplied free of charge. You must then keep it clean and serviceable.

**Property**

Unless you agree to provide your own tools for use in the workplace, we will provide tools and equipment. Such tools and equipment will remain our property and must be returned on termination of employment. Where we provide tools and equipment, you will be responsible for its care and maintenance. We are not responsible for your personal property.

Unauthorised removal or unauthorised possession of our property or that of a supplier or of another employee is not permitted. This includes digital information. Materials, tools or equipment may not be borrowed or removed from our premises without prior consent.

We may, on reasonable grounds, search employees' personal property or vehicles while on our premises, for property belonging to us, or to a supplier or another employee. We may use any lawful method to investigate theft or other crime involving our business, including, among others, hidden surveillance cameras and GPS devices.

Employees using their own private tools with management's consent may refuse to allow other employees to use it.

**Vehicles and licenses**

When using our vehicles, you must:

* have a valid driver’s licence
* maintain the vehicle and keep it clean and tidy
* comply with traffic regulations at all times
* pay parking and traffic fines that you have incurred
* comply with our motor vehicle policies
* if the vehicle is to be used for work purposes only, park it at our premises during non-work time
* if the vehicle is used for both work and personal purposes, keep a record of work and non-work mileage, and provide this to us on request
* not use your phone, tablet or laptop while driving, unless you are using handsfree equipment.

If you damage one of our vehicles by driving it in such a way that the insurer refuses a claim, the cost may be recovered from you.

If you use your own vehicle for the business’s purposes you must ensure that your vehicle insurance policy covers such use as the business does not provide insurance cover.

**SAFETY AND HEALTH**

**HEALTH AND SAFETY POLICY**

We must by law maintain a healthy and safe workplace for all our employees, contractors, customers and visitors. Therefore we regard breaches of our health and safety policies and guidelines as serious misconduct. As an employee you accept you are required:

* To ensure your own safety while at work
* Not to cause harm to any person, through action or inaction
* To know our health and safety policy and rules and to follow these consistently. We may review your knowledge at any time
* To report every risk or hazard, risky behaviour by you or anyone else on the premises, and every work-related accident, incident or illness to your manager without delay.

You are invited to make suggestions for improving health and safety, at any time.

**Drugs and Alcohol**

* You must not report for work under the influence of alcohol or drugs, unless the drugs are prescribed by a registered doctor. If prescribed drugs may affect your performance you must report that to your manager.
* No alcohol or non-prescription drugs may be brought onto the premises.
* We may, on reasonable suspicion, search employees' personal property and vehicles while these are on our premises, for drugs and alcohol.
* If we believe there are reasonable grounds to suspect that an employee is under the influence of alcohol or drugs, we may require that employee to submit to (non-intrusive) testing for prohibited or illegal substances, non-prescription drugs, stimulants and alcohol.
* We may require employees working in safety sensitive areas to submit to random (non-intrusive) testing for prohibited or illegal substances, non-prescription drugs, stimulants and alcohol.
* Testing will be carried out by a registered medical professional appointed by us. You have the right to have your own testing carried out as well, provided it is by a registered medical professional and proper procedures are observed regarding the tests and samples.
* If a test result is positive we will discuss it with you and take into account any explanation you may have before deciding what action is needed.

Refusal to submit to drug and alcohol testing constitutes serious misconduct and may result in termination of your employment.

**Health & ACC**

You must take all reasonable steps to ensure that you do not undermine your own health and the health of any other person, while at work. To assist in this, you are required and by accepting employment, consent to cooperate and participate in our health monitoring programmes. You also agree to allow us to monitor your health in respect of any significant hazards to which you may be exposed.

You further consent to the collection and release of medical information regarding any injury sustained, or believed to have been sustained, during your employment, whether or not that injury is work related. You are still protected under the Privacy Act and the Health Information Privacy Code.

When you submit an ACC claim, you must give management a copy of the claim form without delay. We may dispute any ACC or civil claim against it if you have failed to comply with our health and safety rules.

If mental or physical illness prevents an employee from performing their duties, we may terminate the employment agreement after reasonable written notice to them. Such termination will be considered only after obtaining medical opinion, after consultation with them, and after considering alternative duties for them. See Standards/Sick leave above.

**Smoking**Under the Smoke Free Environments Act, all areas are totally smoke-free. All staff and visitors must comply with these regulations.

**Stress and fatigue**

If you think that your working conditions are causing you undue stress and fatigue, you must advise your manager, who will start an appropriate course of action with you.

# DISCIPLINARY CODE AND PROCEDURE

**DISCIPLINARY CODE**

**Serious misconduct includes:**

* Assault or verbal abuse of another employee, or a supplier or customer at the workplace or at employer functions
* Breach of health and safety legislation, or of the health or safety policies or procedures applying in our workplace or in any other workplace to which you are directed in the course of your duties.
* Disclosing confidential information about the business, a customer, supplier or another employee
* Drinking alcohol at work without consent
* Failure to advise the employer of any change in your employment status (secondary work)
* Failure to respond to urgent calls for assistance from other employees
* Falsification of any business, customer, supplier or employee document or record
* Harassment or intimidation of another employee, customer or supplier
* Possession of, or use of non-medication drugs at work
* Refusal to work, which includes refusal to work reasonable overtime as agreed in your employment agreement
* Reporting to work in a condition which, in the employer’s opinion, makes you unfit for work. This covers alcohol, drugs or fatigue, which renders you unable to carry out your duties properly or safely
* Smoking in a dangerous place
* Taking leave after it has been denied
* Unauthorised possession of employer, customer, supplier or another employee’s property
* Unauthorised use of employer, customer or supplier equipment or vehicles
* Wilful damage to property belonging to the employer, customer, supplier or another employee
* Withholding information or offering false information in respect of an ACC claim
* Any other matters specified as serious misconduct in the house rules or which the employer may advise from time to time

**Less serious misconduct includes:**

* Argumentative or disruptive behaviour
* Insubordination or insolence
* Leaving the workplace without permission
* Negligence
* Poor time keeping
* Refusal to see a doctor nominated by the employer
* Rudeness to customers, clients or suppliers
* Smoking in a non-smoking area
* Unauthorised absence
* Any other matters specified as less serious misconduct in the house rules or policies or advised by the employer from time to time

**DISCIPLINARY PROCEDURE**

**Suspension**

When investigating misconduct, the employer may, after consulting with the employee, and after considering the employee's views, suspend the employee, with or without pay.

**Process**

The purpose of a disciplinary meeting is to establish what happened, so that the employer can make an informed decision on how to prevent the incident from occurring again. In other words, deciding whether to discipline, and how, is done at the end of the disciplinary meeting.

**First**, the employer will investigate the incident thoroughly, and based on the information collected, decide whether to call the employee to a disciplinary meeting or not. If no clear allegation supported by reasonable evidence emerges from the investigation, there is no disciplinary meeting.

If a clear allegation supported by reasonable evidence emerges from the investigation, a disciplinary meeting follows. Before the meeting the employee is advised in writing –

* What the allegation is, with all the information collected in the course of the investigation attached
* That they are required to attend a disciplinary meeting at a particular time, date and place
* That the purpose of the meeting is to hear their explanation before a decision is made
* Of their right to take advice and be represented at the meeting
* Whether their job is at risk or whether other disciplinary action may follow.

The employee must be given enough time to prepare for the meeting.

**At the meeting** the employer will listen to the employee’s explanation and any other information they may provide, and clarify any issues, if necessary.

**After the meeting** the employer will consider the information provided to the employee, and the employee’s responses, and then decide whether the explanation is acceptable. If the employer finds the explanation acceptable, the employee will be advised in writing as soon as possible.

If the explanation is unacceptable, the employer will decide what disciplinary action is required to prevent a recurrence of the event. The employee will be advised of the employer’s decision in writing as soon as possible.

In cases of **serious misconduct** employees will be liable to dismissal with or without notice.

In cases of **less serious misconduct** employees will be given a warning, either verbal or written, depending on the seriousness of the misconduct. If an employee has had warnings before, or if it is considered necessary, a final warning will be given or the employee may be dismissed, depending on the circumstances.

**Poor performance** will be managed as follows -

Initially the employee will be counselled verbally.

If performance does not improve, the disciplinary process starts with a letter to the employee, calling them to a disciplinary meeting. The letter describes the area of their performance that is unsatisfactory, with examples, reminds them of their right to take advice and be represented, and states that disciplinary action may follow.

At the meeting, the areas of poor performance are explained and discussed, and a reasonable date is set to review improvement. Where requested and where applicable, assistance in the form of additional training or supervision may be offered to help overcome the inadequacies in performance. The employee is warned that their employment is at risk if their performance does not improve.

The warning is confirmed in a letter to the employee after the meeting.

At the review date the employee’s performance is reviewed and the employer decides whether –

1. to allow more time for improvement, and if so, when the final review date will be. After the meeting, the employee is given a final written warning to meet the standard set or be dismissed. Or
2. If it is clear that there has been insufficient or no improvement, employment may be terminated on notice, at the meeting. Dismissal will be confirmed in writing.

In case of a) there is a final meeting to which the employee is invited with a reminder of his right to representation and a statement that their employment is at risk. The employer will consider the employee’s explanation, and make a final decision, which will be confirmed in writing to the employee.