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2019

TUTAKI YOUTH INCORPORATED

**RECRUITMENT, VETTING AND
APPOINTMENT POLICY**

Tūtaki Youth Inc. Trust

POLICY: RECRUITMENT, VETTING AND APPOINTMENT

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Responsibility:	General Manager and Tūtaki Youth Inc. Board
Authorised By:	Tūtaki Youth Inc. Board
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1. Purpose

The purpose of this policy is to define the process for the recruitment, vetting and appointment of staff to Tūtaki Youth Inc.

2. Policy Scope

The policy applies to all staff, volunteers and Trustees of Tūtaki Youth Inc.

3. Policy Statements

3.1. Recruitment Processes

- 3.1.1. All persons will be recruited and selected based on merit through fair and open processes. The principles underpinning the recruitment process are fairness, credibility, equal employment opportunity, merit and optimising the career prospects for currently employed staff.
- 3.1.2. The creation of a new position must be approved by the Board of Trustees.
- 3.1.3. The appointment process for staff is the responsibility of the General Manager of Tūtaki Youth Inc. The General Manager shall convene an appointment process and committee for the recruitment of new staff. The appointment committee shall be determined by the General Manager of Tūtaki Youth Inc. and may include existing staff and / or members of the Board of Trustees.
- 3.1.4. The appointment process for the General Manager is the responsibility of the Board of Trustees. The Chair shall convene an appointment process and committee. The appointment committee shall compose of a Sub Committee of the Board, which must include the Chair, include no less than three people, and may include independent advisors.
- 3.1.5. A position description shall be provided for all positions. Tūtaki Youth Inc. may reasonably vary the requirements of the position, to a minor extent, ensuring that any variation is commensurate with the overall expectations and reimbursement for the position.

- 3.1.6. A contract of employment will be provided for all staff. Where an existing staff member is appointed to a different position or subject to different terms, a new employment agreement shall be issued.
- 3.1.7. All staff are employed on performance based employment agreement, which set out key performance criteria in accordance with the specifications of the job description.

3.2. Personal Relationships

Prospective and existing staff members shall be neither advantaged nor disadvantaged because of a personal relationship with another member of staff or a member of the Board of Trustees. In the context of staffing decisions, personal relationships are defined as relationships which extend beyond professional relations, based on factors irrelevant to the working competencies of staff, and include:

- 3.2.1. family relationships (siblings, parent/child, husband/wife, cousins, relations by marriage such as brother or sister-in law) and
- 3.2.2. emotional relationships (which might include de-facto spouses, other sexual relationships and close friendships).
- 3.2.3. Where there is a personal relationship that may lead to a perceived conflict of interest, every effort will be made to eliminate any perceived or actual conflict of interest through the selection of a fair and balanced employment process and committee.

3.3. Appointment Types

- 3.3.1. Tūtaki Youth Inc. offers the following type of employment:
 - a) permanent employment agreements
 - b) fixed term employment agreements
 - c) casual employment agreements
- 3.3.2. The employment agreements may be either:
 - a) full time
 - b) part time.
- 3.3.3. Fixed-term employment agreements are only offered where the staff member is to be engaged in a work activity where the employment is for a specified term or an ascertainable period for which the employment agreement specifies the starting and finishing dates of that employment.
- 3.3.4. Casual employment means employment where the employee has no set hours or days of work and is normally asked to work as and when required. Employees under this category of employment are paid on an hourly basis that includes a loading related to benefits for which a casual employee is not

eligible to receive, unless the casual employee meets the criteria set out in the Holidays Act 2003.

- 3.3.5. All positions will from time to time, be subject to independent market evaluation to ensure that the remuneration for the role is commensurate with what may be reasonably offered for similar roles.

3.4. Vetting requirements

- 3.4.1. Tūtaki Youth Inc. is committed to ensuring that children accessing services are safe. Pre-employment assessments, vetting and safety checks will be carried out for all trustees, employees, and volunteers prior to appointment. This includes:
 - 3.4.1.1. Right to work in New Zealand
 - 3.4.1.2. Drug and alcohol detection
 - 3.4.1.3. Verification of references, credentials and, where relevant, records from professional bodies/associations
 - 3.4.1.4. NZ Police Vetting for all trustees, employees, and volunteers.
 - 3.4.1.5. CYRAS Vetting for all employees and volunteers identified as Children's Workers under the Vulnerable Children's Act 2014, see clause 3.6.6, as per Ministry of Social Development Community Youth Programmes Service Specifications <https://www.msd.govt.nz/documents/about-msd-and-our-work/publications-resources/service-guidelines/youth-programmes.pdf>.
 - 3.4.1.6. Safety Checks for all employees and volunteers.
- 3.4.2. Police Vetting forms and, where applicable, CYRAS Vetting forms will be provided to the preferred applicant for each respective role and submitted prior to an applicant being considered.
- 3.4.3. The organisation will follow a robust decision-making process in responding to positive results from vetting and safety checking. Tūtaki Youth Inc. must be satisfied that any appointment would pose no undue risk to the safety of children.
- 3.4.4. All safety checks, assessments and decisions to employ will be signed off by the General Manager. Where these checks flag that there would be a heightened level of risk should a candidate be employed, the General Manager will consult with the Chairperson of the Board of Trustees before a decision is made. See Tūtaki Youth Inc. Vetting and Safety Check Process attached in schedule one of this policy.
- 3.4.5. Tūtaki will not employ any staff member who has a conviction identified as a specified offence within Schedule 2 of the Vulnerable Children's Act 2014.
- 3.4.6. Tūtaki will complete a review of criminal history for all staff including members of governance, using the New Zealand Police Vetting service every three years.

3.4.7. Safety Checks will be completed for all Children's Workers every three years.

3.4.8. Children's Workers are defined within the Vulnerable Children's Act 2014 as follows.

3.4.8.1. Children's Worker:

A person who works in, or provides, a regulated service, and the person's work –

- a) May or does involve regular or overnight contact with a child or children (other than with children who are co-workers); and
- b) Takes place without parent or guardian of the child, or of each child, being present

3.4.8.2. Core Worker:

Means a Children's Worker whose work in or providing a regulated service requires or allows that, when the person is present with a child or children in the course of that work, the person—

- a) Is the only Children's Worker present; or
- b) Is the Children's Worker who has primary responsibility for, or authority over, the child or children present

3.4.8.3. Non-Core Worker:

Means a Children's Worker who is not a Core Worker

3.4.9. Tūtaki Youth Inc. understands its obligations under the Privacy Act 1993, Human Rights Act 1993, and the Employment Relations Act 2000 when undertaking vetting processes.

3.5. Secondment

Staff may apply for a secondment. Secondment must be:

- 3.5.1. based on mutual agreement between the staff member, Tūtaki Youth Inc. and releasing or host organisation
- 3.5.2. for a specific period
- 3.5.3. agreed by those parties before commencement of any secondment.

3.6. Trial Period and confirmation

Tūtaki Youth Inc. may require a trial period to be served of up to 90 calendar days, by any new employee to the organisation. The trial periods will be entered into by mutual agreement and will be set out in writing.

The employment agreement will state that, during the trial period, the employment may be discontinued and that the trial employee will not be able to take a personal grievance on the grounds of unjustified dismissal.

The employee is, however, entitled to pursue a personal grievance on other grounds in the Employment Relations Act 2000, such as sexual or racial harassment, or if the employee believes that the employer has unjustifiably disadvantaged the employee.

The purpose of the trial period is to establish whether there is an appropriate match between the person, the job and the work environment, and whether a good working atmosphere has been established within the work group. Successful trial periods require both the employee and the supervisor to be satisfied with the arrangements.

Before the end of the trial period specified in the staff member's employment agreement, a decision must be made as to whether the staff member should continue in employment. In the event that the staff member cannot meet the requirements of the role, employment may be terminated.

4. Further Information

Employment Relations Act 2000

Privacy Act 1993

Human Rights Act 1993

Vulnerable Children's Act 2014