

# **EMPLOYMENT AGREEMENTS**

**Including April 2007 Changes**



**Another Community Resource for the Not for Profit Sector**

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**ACKNOWLEDGEMENT AND DISCLAIMER**

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# INTRODUCTION

This resource covers the rights and obligations of employers and employees who are in an employment relationship – a relationship where the employee is someone who has agreed to be employed and works for payment such as wages, salary or commission.

The Employment Relations Act applies to every employee and employer. It is illegal to employ a person without an employment agreement in place. The Holidays Act 2003 and the Employment Relations Act 2000 need to be considered together when determining both employer and employee obligations.

The Employment Relations Act 2000 replaces The Employment Contracts Act 1991 and came into effect on the 2<sup>nd</sup> October 2000. Everyone employed after 2<sup>nd</sup> October 2000 must have a written employment agreement – either an individual employment agreement or a collective employment agreement.

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## GOOD FAITH AND FAIR BARGAINING

Everyone benefits and employment relationships succeed when people in the relationship act in “Good Faith”. This means all parties deal with each other openly, honestly and with respect. This reduces the risk of conflict and problems later on.

Acting in Good Faith is a minimum requirement of the Employment Relations Act. Common sense will usually be enough to determine what is “good faith” and what is not.

Beyond that, the employer and employee must negotiate any **employment agreement** in a “fair way”. There is a requirement that if and when you reach an agreement the employer has to be confident that the employee is able to understand its provisions.

Particular care has to be taken if the employee is young, sick or emotionally distressed.

Particular care must also be taken if the employee has a mental, educational or communication disability. You must also ensure the person has the opportunity to seek independent advice and doesn't rely on your advice or the advice of someone acting on your behalf.

Any employment agreement will be cancelled by the Employment Relations Authority if:

- Either party was unable to understand what they were agreeing to by reason of diminished capacity relating to age, sickness, mental or educational disability, or a disability relating to communication or emotional distress.
- One of the parties relied on another's knowledge or skill
- One party unfairly pressured the other

# EMPLOYMENT AGREEMENTS

Anything can be included in an employment agreement, provided both parties agree, though there are **minimum statutory requirements**, covered in the following legislation:

- Employment Relations Act 2000
- Holidays Act 2003
- Minimum Wage Act 1983
- Wages Protection Act 1983
- Equal Pay act 1972 & Human Rights Act 1993
- Parental Leave and Employment Protection Act 1987
- Accident Rehabilitation and Compensation Insurance act 1992

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## MANDATORY CLAUSES IN AN EMPLOYMENT AGREEMENT

To meet the minimum requirements of the Act, the employment agreement must contain the following clauses:

- The Parties involved
- Position and Duties
- Place of Work
- Hours of Work
- Payment
- Holidays and Leave
- Resolving Problems
- Employment Protection Provision

The rules of the Employment Relations Act 2000 differ according to whether or not there are collective agreements in place.

**A collective agreement** exists if the employer and the union have negotiated a collective agreement under the Act.

If there is no relevant collective agreement the employer and employee must negotiate an **individual agreement** that covers the terms and conditions of employment. This agreement must cover at least the minimum rules required by the legislation. The agreement must be in writing.

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## **INDIVIDUAL AGREEMENTS**

### **NEGOTIATING AN INDIVIDUAL AGREEMENT:**

You have to negotiate in good faith, which means both you and the employee have to listen to the other's point of view.

As mentioned, virtually anything can be negotiated into an employment agreement provided both parties agree.

When offering the new employee the position, the employer must:

- Give the prospective employee a copy of the intended individual employment agreement
- Advise the person they are entitled to seek independent advice about the agreement
- Give the person enough time to seek advice

### **WHAT TO INCLUDE IN AN EMPLOYMENT AGREEMENT**

Under the Employment Relations Act 2000 the written employment agreement must include the following:

- Names of employer and employee
- A description of the work
- An indication of where the employee is to work
- A indication of the working hours
- Wage rates or salary
- An explanation of how to get help for employment relationship problems
- A provision that confirms the right to at least a time and a half on public holidays
- An employment protection provision that applies if the business is sold or work is transferred.
- Include effective personal grievance and dispute procedures.
- Specify (for collective agreements) an expiry date.

**EXAMPLE OF A SIMPLE INDIVIDUAL AGREEMENT**

This agreement is made under Section 62 of the Employment Relations Act 2000

The parties to this individual employment agreement are:

..... (Employer) ..... (Employee)

**POSITION:** ..... (Job title)

**DUTIES:**  
The duties to be undertaken include those, which are set out in the attached Job Description. Other duties may be included, following agreement in writing between the parties, should the need arise.

**PLACE OF WORK:**  
The employee shall perform their duties at ..... (location of premises)

**HOURS OF WORK:**  
The usual hours of work for this position are from ..... to .....  
An employee may be required / requested to work additional hours. Additional hours shall be: Compensated for by paid time off during standard working hours.

**PAYMENT**  
The wage is \$..... per hour in return for completing the tasks set out in the job description and adhering to the terms and conditions of the employment agreement. The net salary will be paid (weekly/fortnightly/monthly) in cash/by cheque/direct credited into a bank account of the employee's choice.

**HOLIDAYS AND LEAVE**  
**Annual leave:**  
Employees are entitled to 4 weeks paid annual leave which can be drawn upon on a pro rate basis after 2 months employment. Public Holidays shall be in accordance with the Holidays Act 2003. Minimum entitlements apply.

**Sick Leave**  
After 6 months an employee is entitled to 5 days paid sick leave. During the next 12 months. Another 5 days sick leave can be accrued. Sick leave can be taken for themselves or to care for a spouse, dependant child or parent. Unused sick leave can accumulate up to 20 days.

**Bereavement leave**  
After 6 months an employee is entitled to paid bereavement leave of 3 days on the death of a spouse, parent, child, sibling, grandparent, grandchild or spouse's parents. Or 1 day if the employer accepts that the employee has suffered a bereavement.

**Public Holidays**

Public Holidays shall be taken and paid in accordance with the provisions of the Holidays Act 2003.

**TERMINATION:**

This agreement may be terminated by either party giving ..... (*weeks/months*) notice, with full benefits being paid up to the date of termination. In case of serious misconduct, the employer may terminate the agreement without notice.

**Abandonment of Employment:**

If you are absent from work for more than three days without the consent of or, notification to, the employer, your contract will be deemed to be terminated.

**RESTRUCTURING AND REDUNDANCY**

In the event of re-structuring, the .....(*Employer*) will provide information to .....(*Employee*) on the restructuring situation, meet to provide relevant information about the proposed arrangement and give .....(*Employee*) an opportunity to comment on and respond.

**RESOLVING PROBLEMS**

**Variation of Agreement:**

This agreement or any part may be varied by mutual agreement between the employee and the council, and recorded in writing.

**Personal Grievance:**

Any personal grievance arising from this agreement shall be dealt with in 90 days of when the facts that give rise to the grievance occurs or comes to their attention. A grievance can only be raised after 90 days in exceptional circumstances.

**Conflicting Business Interests:**

You shall not be employed or be engaged or concerned in the conduct of any other conflicting business for which your receive payment except with the prior written consent of the employer.

**Confidentiality and Non disclosure:**

As part of normal duties, the employee may have access to, or obtain, confidential information concerning clients/the employer’s affairs. This information is not to be disclosed to any party, except as required in the conduct of the duties as specified.

**DECLARATION:**

The terms and conditions set out in this agreement replace any previous agreements and understandings.

Signed by .....(*Signature of employer or representative*)

.....(*Signature of employee*)

Date: .....

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## **ADDITIONAL CLAUSES YOU MAY WISH TO INCLUDE**

### **TERM:**

The term of this contract is for ..... Commencing on ..... and ending on .....

For fixed term agreements add “due to....” (reason). This must also be confirmed by letter.

### **HOURS OF WORK**

An employee may be required /requested to work additional hours. Additional hours shall be:

- Paid at the rate of (proportion of standard rate)  
or
- Compensated for by paid time off during standard working hours  
or
- The salary specified in this agreement is deemed to cover payment for the overall performance of the job and overtime will not be payable.

### **PAYMENT**

- The wage is \$..... per hour in return for completing the tasks set out in the job description and adhering to the terms and conditions of the employment agreement.
- The salary of \$.... per year in return for completing the tasks set out in the job description and adhering to the terms and conditions of the employment agreement.
- Where the employee is on a salary and is entitled to time and a half then the employee shall be paid at an hourly rate of [salary divided by 52] divided by 40 = Y the hourly rate. So, time and a half will be Y + half Y.

### **SICK LEAVE**

- The employee is entitled to 5 days sick leave after the first six months of employment. The employee shall be entitled in each ensuing period of twelve months to five days of paid sick leave.
- Such sick leave may be taken only when:
  - The employee is sick or injured; or
  - The spouse of the employee is sick or injured; or
  - A dependent child or dependent parent of the employee or of the spouse of the employee is sick
- Unused sick leave can be accumulated to a total of 20 days.
- Unused sick leave, including accumulated sick leave, is not paid by the employer if employment ends.
- The Employer may require production of a medical certificate as evidence of entitlement to sick leave if the absence is 3 continuous calendar days in duration or more. The Employer may require the Employee to obtain an additional medical certificate at the Employers expense from a doctor nominated by the Employer.
- Payment for the leave may be withheld from the employee until proof of sickness or injury is produced by the employee.

- If annual holidays have started, or about to start and the employee or a person who depends on the employee for care becomes ill the employee may take sick leave as a result.
- If sick leave is exhausted the employer may allow the employee to take annual holiday entitlements if any entitlements are available.
- Employees are to notify the Employer of the need to take sick or bereavement leave in advance where possible, and as soon as possible or alternatively before the start of the working day.

### **BEREAVEMENT LEAVE:**

- The employee is entitled to 3 day's bereavement leave where the bereavement results from the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, and mother-in-law.
- The employee is entitled to 1 day's bereavement leave where the bereavement results from the death of any other person. The employer must agree the employee is bereaved because of this death. The employer will take into account:
  - the closeness of the relationship or association between the employee and the deceased
  - whether the employee may have any responsibility for arrangements for the ceremony
  - any cultural responsibilities the employee has in relation to the death
  - 'Spouse' includes a de facto spouse or same sex partner.
- Employees can apply for bereavement leave in respect of each bereavement suffered.
- The employee agrees to complete the employer's bereavement application form in respect of each bereavement and when requested to do so.
- If annual holidays have started, or about to start and the employee suffers a bereavement then the employer must allow the employee to take the period related to the bereavement as bereavement leave rather than annual leave.
- If bereavement leave is exhausted (that is the 3 or 1 days leave for that particular bereavement) the employer may allow the employee to take annual holiday entitlements if any entitlements are available.
- Employees are to notify the Employer of the need to take Bereavement Leave in advance where possible, and as soon as possible or before the start of the working day.

### **PUBLIC HOLIDAYS**

- Public holidays shall be taken and paid in accordance with the provisions of the Holidays Act 2003.
- Employees shall work on Public Holidays when requested to do so by the employer.
- The Employer shall give reasonable notice to the Employee whenever possible if the Employer requires the employee to work on a public holiday.

### **Payment for work on Public Holidays:**

- If the Employee is required to work for the whole of or on any part of a Public Holiday, then the employer will pay the employee at the rate of their hourly rate plus 50% (time and a half) for those hours worked on the Public Holiday.
- Alternative Day: If the Employee works on any part of a public holiday and that is a day, being a day the Employee would normally work then the Employee is entitled, in addition to receive a paid alternative holiday.
- The alternative day is paid at the relevant daily pay rate the employee earns. The payment of penal rates will not avoid the need to provide a paid alternative holiday.
- If an employee works on the day the public holiday falls and the employee does not normally work on that particular day the employee is entitled to be paid at time and a half for the public holiday. No alternative day is provided by the employer.

### **PAY REVIEW AGREEMENT:**

The terms of this contract relating to the rates of salary/wages shall be subject to (annual) review. This review will take place by.....day of .....month each year.

### **RESTRUCTURING AND REDUNDANCY**

In the event of re-structuring, the .....(Employer) will provide information to .....(Employee) on the restructuring situation, meet to provide relevant information about the proposed arrangement and give .....(Employee) an opportunity to comment on and respond.

In the event the organisation is sold, .....(Employer) will include in the agreement reached with the new employer a requirement that .....(Employee) be offered a position with the new employer at the same terms of employment.

If no transfer of employment is acceptable, the .....(Employer) will activate redundancy provisions.

### **TERMINATION**

#### **Authority to make deductions:**

In the event that the employee's employment is terminated or the employee resigns, the employee hereby authorizes the employer to deduct from the employee's pay whatever monies the employer may be owed under the employment relationship (or otherwise) including sick leave taken in advance.

### **DISPUTE AND GRIEVANCE PROCEDURES:**

Should any dispute or personal grievance arise during the term of this agreement, the provisions of the Employment Relations Act 2000 shall apply.

.....(Employee) may obtain information or advice on employment matters from a number of sources including, but not limited to:

- Lawyers and Employee advocates
- Unions
- The Employment Relations Info-line on **0800 800 863** or **www.ers.dol.govt.nz**

## **TRIAL OR PROBATIONARY PERIODS**

You may include a trial period of say 3 months in an employment agreement but the employees rights e.g. personal grievance will be the same as any other employee during that 3 month period.

## **OTHER CLAUSES YOU MAY WISH TO INCLUDE:**

- Jury Duty
- Media Spokesperson
- Breaks e.g. lunch/morning and afternoon tea
- Dress Code
- Superannuation
- Use of employer's vehicle
- Medical insurance
- Pay Review Agreement

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## **FIXED TERM AGREEMENTS**

A Fixed Term Agreement is an employment agreement that is offered for a very specific period of time e.g. 6 months, length of a project and has additional requirements.

There must be a genuine reason for the employment agreement being a fixed term agreement and the employee must be aware why it's a fixed term agreement and how or when employment will end.

### **Example:**

*“The position is for a fixed term. This is because you have replaced a person who is taking parental leave. That employee will return on 4 June 2007. Your employment will be terminated a week later on 11 June 2007 after a hand-over period.”*

*“The position is for a fixed term. You have been employed to complete a research project which is due to be completed in 6 months time. Your employment will cease on 1 October 2007.”*

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## **COLLECTIVE AGREEMENTS**

### **If there is a relevant collective agreement and the new employee is a member of the relevant union**

The collective agreement automatically covers the new employee if the agreement covers the work to be performed by the new employee, plus the new employee is a member of the relevant union. Additional terms can be negotiated as long as they can be accommodated within the terms of the collective agreement.

### **If there is a relevant collective agreement but the new employee is not a member of the relevant union**

For the first 30 days of employment the employee will have an individual employment agreement based on the collective agreement. After the 30 days the employee's terms and conditions of employment can be changed by agreement.

When offering the new employee the position, the employer must:

- Inform the new employee there is a collective agreement
- Inform the employee of their right to join the union and give them the union's contact details
- Inform the employee that if they join the union the collective agreement will bind them
- If the employee does not join the union, the terms and conditions of work are the same as those of the collective agreement for the first 30 days
- Give the employee a copy of collective employment agreement
- Inform the union that a new employee has begun work

# NOTES ABOUT RELEVANT ACTS

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## HOLIDAYS ACT 2003

### ANNUAL LEAVE

#### **Holiday and Leave Record**

There is a requirement under the Act for employers to keep a Holiday & Leave record for each employee.

Annual leave is primarily for rest and recreation.

From the 1<sup>st</sup> April 2007 employees are entitled to a minimum of four weeks annual holiday on the date they next become entitled to annual holidays (their “anniversary” date).

*Example: If an employee’s anniversary is on 5 July, they will be eligible for 4 weeks annual leave from 5 July 2007.*

After 1 April 2007 holiday pay is accrued at a rate of 8% (rather than 6%). Note that the rate of 8% is accrued from their last leave anniversary date.

*Example: John last took leave in June 2006. He will leave your employment on the 30 May 2007. His final pay will include “holiday pay” calculated at 8% of his gross earnings for the entire period of 1 July 2006 till 30 May 2007.*

The employee must take annual leave when:

- There is a customary/annual closedown
- The employee is entitled to annual leave and employer gives them 14 days notice that the employee must take their leave entitlement.

#### **Holiday pay**

Holiday pay is to be paid at the commencement of the holiday period unless agreement is reached to continue to pay as normal. This should be in writing and signed off by both the employer and the employee.

Payment for annual holidays is the **greater** of ordinary weekly pay at the time of the annual leave or, the average weekly earning over the last 12 month period.

#### **Pay-as-you-go holiday pay**

Under two circumstances employees may be paid on a pay-as-you-go basis

- Where there is a genuine fixed term agreement of less than 12 months
- Where employees’ work periods are intermittent or irregular

The rate is 8% of gross earnings for each pay period.

Annual holiday pay must be added on top of the wage rate.

## **Regular annual closedown**

- If you regularly close your office at Christmas the employer is required to provide employees at least 14 days advance notice of the closedown.
- For employees in their first year of employment, the level of annual holiday pay for the period of the closedown can be established by the employer paying the employee 8% of gross earnings to date or, the employer and employee agreeing to the employee taking annual holidays in advance and being paid even though the leave has not yet accrued.
- In the event that the employer determines there is to be {or there is} a closedown period over {period of close down e.g. Christmas and New Year} when only {staff positions required e.g. administration and sales} staff will be required, then other staff may, at the discretion of the employer be required to take annual holiday entitlements when period(s) of closedown is in force {where an event or occurrence necessitates the closedown e.g. plant and machinery is being maintained or e.g. December 20<sup>th</sup> and January 20<sup>th</sup>}
- The Employer may, in accordance with the Act require employees to take annual holidays in advance.

## **Public Holidays:**

- 11 Public Holidays are set out by the Holidays Act 2003 and include: Christmas Day, Boxing Day, New Year's Day and the 2nd January Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Waitangi Day and the Anniversary of the province in which the Employee lives.
- If any of these days falls on a Saturday or Sunday, and the employee normally works on that day, and works on that particular public holiday another paid day shall be given as an alternative holiday in lieu of the public holiday. The rate of pay for the alternative holiday will be that of the relevant daily pay of the employee.
- Where a public holiday falls on a day when the employee is taking annual leave, the day must be treated as a public holiday and not as an annual leave day provided the public holiday falls on a day the employee would otherwise have worked.
- If the public holiday falls on a day the employee would not normally work and the employee does not work on that particular public holiday the employer will not provide a day's pay or an alternative holiday.

## **Alternative Holidays:**

- This is a day off that an employee is entitled to if they work on a Public Holiday where that day is a day they would normally have worked. (formerly called a paid day in lieu).
- The alternative holiday can be taken at a later date that both parties agree to.
- Alternative holidays can be 'sold' by the employee or 'bought' by the employer after the expiry of 12 months from the entitlement arising.

## **SICK LEAVE AND BEREAVEMENT LEAVE**

Employees become entitled to sick leave and bereavement leave after 6 months of employment.

### **SICK LEAVE**

- After 6 months, employees are entitled to 5 days sick leave and for each subsequent 12 month period, another 5 days sick leave.
- Sick leave is 5 days a year, regardless of how many days an employee works in a week.
- Sick leave can be accumulated up to 20 days.
- Sick leave entitlement cannot be exchanged for money.
- Sick leave can be used when the employee is sick or injured or when the spouse or dependent needs care.
- If an employee has used up their sick leave entitlement, the employer may agree the employee takes annual leave for the period they remain sick.
- After 3 days of sick leave, the employer can ask the employee to provide proof of injury or illness e.g. a medical certificate
- If the employer has reasonable grounds to suspect the employee is not sick and it is less than three days, the employer can ask the employee to provide proof but must pay any reasonable costs involved in providing proof.

### **BEREAVEMENT LEAVE**

- Employees are entitled to paid bereavement leave of 3 days for immediate family members i.e. employee's spouse, parent, child, sibling, grandparent, grandchild or spouse's parent.
- For a death outside the immediate family, if the employee can show cause for bereavement, the employee is entitled to one days paid leave.
- When bereavement occurs before or during annual leave, the employee is entitled to paid bereavement leave.

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## **MINIMUM WAGE ACT 1983**

From 1 April 2007 the adult minimum wage (18 years and over):

\$11.25 per hour  
\$90 for an 8 hour day  
\$450.00 for a 40 hour week

The Youth rate (workers aged 16 – 17):

\$9.00 per hour  
\$72 for an 8 hour day  
\$360 for a 40 hour week

- The minimum wage does not apply to those who hold an exemption or doing industry training.
- The employer must keep time and wage records for all staff.

- Holiday pay must be paid in addition to the minimum wage. If an employee receives “pay-as-you-go” holiday pay, this payment must be a separate and identifiable part of their pay.

(The minimum wage does change periodically – please check with Employment Relations Infoline on [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz))

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## **WAGES PROTECTION ACT 1983**

The employer needs to get the employee’s written consent to make deductions from their pay or to pay wages in a form other than cash.

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## **EQUAL PAY ACT 1972 AND HUMAN RIGHTS ACT 1987**

The employer cannot pay women and men differently if the only difference is their sex.

In most cases, the employer can not discriminate in hiring, firing, training or promoting an employee based on race, colour, nationality, ethnicity, sex or sexual orientation, marital or family status, employment status, age, religious belief, political opinion.

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## **PARENTAL LEAVE & EMPLOYMENT PROTECTION ACT 1987**

An employee and their partner can apply for Parental Leave either on the birth of their child or adoption of a child under 6.

To qualify they must have:

- Worked on average 10 hours a week (including 1 hour per week) or 40 hours per month for the same employer for 6 or 12 months before the date of birth or adoption. (An employee whose work hours have changed may not meet the hours of work test for the previous 12 months, but will qualify based on the previous 6 months)
- The employee may also be entitled to tax payer funded 13 weeks paid parental leave (increasing to 14 weeks from December 2005).
- It is illegal for an employer to dismiss or discriminate against an employee on the grounds of pregnancy or taking parental leave.

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## **OTHER RIGHTS**

Employees who are injured may be entitled to ACC

Employees who do full-time voluntary training in the armed forces may be entitled to unpaid leave.

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## **PRIVACY ACT 1993**

The employer and Employee shall comply with the obligations of the act. The Employee must not breach the privacy of any customer or client in the course of their employment.

# ROLE OF UNIONS

## **Employees have an absolute right:**

- To choose to join a union or to choose not to join a union
- To join a particular union in preference to joining some other union
- To resign from a union.

## **Employers may not:**

- Decline to employ someone because that person is or is not a union member
- Offer inferior terms and conditions of employment, or withhold training or promotion, to employees because they are or are not union members.

Employees who have been engaged in union activities have some special protections under the Employment Relations Act 2000.

## UNION RIGHTS

Unions have a right to represent their members in relation to any matter involving the members' collective employment interests. They also have the right to negotiate collective agreements. Unions may also represent a member on individual employment issues where the member authorises the union to do so.

### **Access to workplaces**

Union representatives have the right to enter workplaces in either or both of the following cases:

- They reasonably believe that members work there. If so, the union representative may visit members and look into and promote their members' employment rights.
- They reasonably believe that employees covered by the union's membership rule work there. If so, the union representative may provide information and talk to non-members about joining the union.

Employers must allow union representatives to come into their workplaces, and union officials must exercise access in a reasonable way. When entering workplaces, union representatives must:

- Do so at reasonable times
- Act reasonably, having regard to normal business operations
- Comply with any existing reasonable health, safety and security procedures
- Notify the employer or occupier of the reason for entry and the representative's identity and authority to represent the union. If the employer or occupier is not there, the union representative must leave a written notice.

None of these things entitle an employer to unreasonably refuse a union representative access to the workplace.

## DEDUCTION OF UNION FEES

The Employment Relations Act 2000 inserts into all collective agreements a requirement to deduct union fees where the employee consents. Unions and employers may vary these arrangements in a collective agreement.

# PROBLEM SOLVING

If problems do arise in an employment relationship, employees and employers can get help by contacting Employment Relations Infoline, however the first steps are very important. The following steps are a guide to resolving a problem:

- 1 Be clear about the facts – make sure that what you think has happened or is happening is not just based on an assumption you have made or a misunderstanding.
- 2 Talk to each other – employers and employees should try to resolve the problem by discussing it with each other. Union members can ask their union, and employers can ask their employers' association, to approach the other party for them.  
If an employee believes they have a personal grievance, they must raise it with his or her employer within 90 days of the action complained of, or the date they became aware of it whichever is the later.
- 3 Clarify whether you do have a problem, and if so, what your problem is. – Don't delay this step. Discuss your problem with family or friends or advisers to clarify what the problem actually is.  
Search the Employment Relations Infoline web site ([www.ers.dol.govt.nz](http://www.ers.dol.govt.nz)) for basic information on employment rights, entitlements and obligations or call the Employment Relations Infoline (0800 800 863) and talk to experts such as your employers' association, union, lawyer, community law office or other experts.
- 4 If the problem is not resolved by discussion either party may contact the Employment Relations Infoline 0800 800 863 who may provide mediation services. These services include information, mediation or advice on what services are available and how to access them. The Employment Relations Authority may be the next step. The Authority will consider whether there is still a chance to resolve the problem by mediation.  
If you are not satisfied with a determination of the Authority, go to the Employment Court for a judicial hearing. The Court may also direct the parties to get further mediation assistance if it thinks that may be useful.

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## PERSONAL GRIEVANCES

The Act gives all employees the right to pursue a personal grievance if they have any of the following complaints:

- Unjustifiable dismissal
- Unjustifiable action which disadvantages the employee
- Discrimination
- Sexual harassment
- Racial harassment
- Duress over membership of a union or other employee organisation

In any employment relationship problem the employee and the employer both have the right to be represented by any person or organisation they choose, such as a union, an employers' association, a lawyer, a community law office, an industrial relations advocate or a friend. If you choose to have a representative, he or she may be able to:

- Give you advice on particular employment related issues
- Help you prepare for an investigation in the Employment Relations Authority
- Help you prepare your case and represent you at the hearing.

# WHERE TO GET ASSISTANCE

The easiest way to obtain further information on the Employment Relations Act and the Employment Relations Service, is to go to the website at: [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz).

When you need additional information on bargaining or about an issue that has arisen in your workplace, the Employment Relation Service can be contacted on: **0800 800 863** [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz). This service will help you decide which of our services – our mediators, the Authority or the Inspectorate – is most appropriate to address your issue.

There are also many resources in the community to help you including:

- Employers and Manufacturers Association [www.ema.co.nz](http://www.ema.co.nz)
- The NZ Federation of Voluntary Welfare Organisations.
- Community education/training courses, eg. Night classes at colleges, Technical Institutes or, Universities.
- NZ Employers Federation or individual regional Employers Associations.
- The offices of the NZ Council or Trade Unions (which will supply details of the most appropriate employee organization).
- Regional Chambers of Commerce.
- Human Rights Commission offices (Box 6751, Wellesley St, Auckland, Box 5045, Lambton Quay Wellington and Box 1578, Christchurch)
- The Privacy Commissioner's offices (Box 446, Auckland and Box 10094, Wellington)
- Race Relations offices (Box 6163, Wellesley street, Auckland, Box 5045, Lambton Quay, Wellington and Box 1578, Christchurch).
- Inland Revenue Department.
- Independent consultants in human resource management and/or industrial relations.
- Legal firms specialising in industrial relations legislation.
- Other voluntary agencies in your area.