



Identify basic employment rights and responsibilities,  
and sources of information and assistance

US 1978 v5

Training and Assessment Resource

NCES Level 1

# Contents

Introduction to Training Assessment Resource.....	5
Purpose .....	5
<b>1. Introduction.....</b>	<b>6</b>
Citizen's Advice Bureau .....	7
Employer's Associations .....	7
<b>2. Employment Relations Act 2000.....</b>	<b>8</b>
2.1 Who is an Employee? .....	8
2.2 Employment agreements .....	8
2.3 Should an Agreement be written or Verbal?.....	9
2.4 What is the difference between an Employee and Contractor? .....	10
2.5 So, who is an Employee?.....	10
2.6 Self Employed Contractors.....	11
2.7 Individual agreements .....	11
2.8 Collective agreements.....	12
2.9 What is an employment agreement? .....	12
2.10 Content of a collective agreement .....	13
Section 54.....	13
Coverage Clause.....	13
2.11 Content of an individual agreement .....	13
Section 65.....	14
2.12 Wages or Salary details .....	14
2.13 Other payments.....	15
2.14 KiwiSaver.....	15
2.15 Hours of work and breaks .....	16
2.16 Flexible working arrangements .....	16
<b>3. Holidays Act 2003.....</b>	<b>17</b>
3.1 Holidays and Leave .....	17
3.2 Annual holidays .....	17
3.3 Public holidays.....	18

---

3.4	Sick and bereavement leave .....	18
	Sick Leave.....	18
	Bereavement Leave.....	19
3.5	Other types of leave.....	19
3.6	Parental leave .....	19
	Partners/paternity leave.....	20
	Paid parental leave .....	21
<b>4.</b>	<b>Termination Procedures .....</b>	<b>23</b>
4.1	Notice and final payment.....	24
4.2	General standards of performance conduct.....	24
4.3	Discipline and dismissal.....	25
<b>5.</b>	<b>Job Descriptions.....</b>	<b>26</b>
<b>6.</b>	<b>Deductions.....</b>	<b>27</b>
<b>7.</b>	<b>Rights and Responsibilities.....</b>	<b>28</b>
7.1	Statutory Provision.....	28
7.2	Minimum wage level .....	28
7.3	Equal pay .....	29
7.4	Discrimination.....	29
	Human Rights Act 1993.....	29
7.5	Union membership rights.....	29
7.6	Payment .....	29
	Wages Protection Act 1983 .....	29
7.7	Volunteers .....	30
7.8	Fair treatment.....	30
7.9	Discipline/Dismissal .....	31
7.10	Integrity at work.....	31
7.11	Confidentiality .....	32
7.12	Sexual harassment .....	32
7.13	Duress.....	32
<b>8.</b>	<b>Representation and Negotiation of Agreements.....</b>	<b>33</b>
8.1	Collective negotiations.....	33
8.2	Negotiating an agreement .....	34

8.3	Employment relations service .....	35
	Costs.....	35
8.4	Employment relations authority.....	36
	Costs.....	36
8.5	Joining a union .....	36
8.6	Using a Lawyer .....	38
	Working with employers .....	38
	<b>Next Steps .....</b>	<b>40</b>
	<b>Model Answers to Activity Questions.....</b>	<b>41</b>

---

# Introduction to Training Assessment Resource

This Training Assessment Resource (TAR) contains the information that you require to complete the written assignment in the assessment pack for this unit standard.

## Purpose

People who obtain credit for this unit standard are able to describe the principles of:

- > Identify employment rights and responsibilities
- > Identify sources of information and assistance for employees in relation to their employment rights and responsibilities.

# 1. Introduction

This unit standard forms part of the National Certificate in Electricity Supply (Level 2) and is an important introduction to employment rights and responsibilities as you enter the workforce. These rights and responsibilities are part of New Zealand law and so this unit has a lot to say about Acts of Parliament and the regulations that relate to the employment of people in the workforce.



This resource is only a guide towards completion of the unit standard. Indirectly applicable to this subject is the Electricity Supply Industries attention to responsible safety attitudes. In order for employers and employees to comply with safety requirements knowledge of the safety manual is necessary, Safety Manual – Electricity Industry (SM-EI) Part 1 Minimum Safe requirements, Part 2 General Safety Guide and Part 3 Rules for Work on Equipment.

You should work through all the material in this TAR before doing the written questionnaire in the assessment pack. Your assessor will take you through the requirements for assessment.

Resources that will help you to complete this unit standard are as follows:

## Employment Relations Service (ERS)

The Employment Relations Service provides free brochures, guides and forms to the public. Many of these are available online. Refer to the ERS website [www.infoline.govt.nz](http://www.infoline.govt.nz) or the Department of Labour website [www.dol.govt.nz](http://www.dol.govt.nz).

Forms and brochures are updated regularly as law changes occur.

You can also contact the Employment Relations Service through their Infoline for advice or information relating to employment matters: Free phone: 0800 20 90 20.



### Activity

Have a look at the following websites to see what information they have:

[www.infoline.govt.nz](http://www.infoline.govt.nz)

Department of Labour website: [www.dol.govt.nz](http://www.dol.govt.nz)

You may need to use the information on these websites to assist you.

Search for other useful websites that may assist you with this unit standard and make a note of them here: (e.g. Google 'employment rights' and see what information you find)

---

---

---

---

### Citizen's Advice Bureau

The Employment Relations Service provides pamphlets to local Citizen's Advice Bureau's for distribution to the public. Most Citizens' Advice Bureau's are listed in the yellow pages.



### Activity

Have a look at your employment agreement, and answer the following questions:

Search for other useful websites that may assist you with this unit standard and make a note of them here: (e.g. Google 'employment rights' and see what information you find)

---

---

What are your hours of work, as specified in your employment agreement?

---

---

---

What are your annual leave entitlements?

---

---

---

### Employer's Associations

Refer to the yellow pages for relevant phone numbers.

## 2. Employment Relations Act 2000

The Employment Relations Act 2000 governs relationships between employers, employees, unions and other employment representatives and advocates. The main aim of the act is to assist these parties to build productive employment relationships. The Employment Relations Act recognises that employment relationships are human relationships, not just contractual or economic arrangements. An employment relationship should be based on mutual trust, confidence and fair dealing.

In this unit, you will learn about some of the rights and responsibilities that arise in the employment relationship. You will also find sources of information for employees in relation to these employment rights and responsibilities.

### 2.1 Who is an Employee?

The definition of an employee includes a person who is "intending to work" (e.g. the person has been offered a job). If you have been offered and have accepted employment, you are an employee from the date you give your acceptance, verbally or in writing. It is always preferable to give your acceptance in writing so that there is no doubt at all that you have accepted the job offer.

Once you accept a position:

- > An employment relationship has started.
- > You are an employee of that person/company.
- > You are entitled to all the rights and protections of an employee under the Employment Relations Act.

### 2.2 Employment agreements

The employment agreement is an important document. The employee should read it carefully and seek independent advice from a lawyer, union, representative, or employment consultant about the terms and conditions.



### Activity

Did you seek independent advice before signing your employment agreement? If so, who did you get advice from?

---

---

Section 63A of the Employment Relations Act states that when an employer and an employee are bargaining for an individual employment agreement, the employer is required to:

- > Give a copy of the intended employment agreement to the employee;
- > Advise the employee that he or she is entitled to seek independent advice about the intended agreement;
- > Give the employee a reasonable opportunity to seek that advice; and
- > Consider any issues that the employee raises and respond to them.

The basic purpose of an employment agreement is to:

1. Set out the rights and responsibilities (terms and conditions) of the employer and employees.
2. Provide both parties with a measure of protection.

It is important to note that your rights become the responsibility of your employer. At the same time your employer has rights as well and you have a responsibility to meet these requirements. Fulfilling this agreement requires joint participation by both employer and employee. It is an agreement between two parties. For example, it is your right to be paid on time – that is one of the employer’s responsibilities. Your employer has a right to expect that you work to the best of your ability – that is one of your responsibilities.

## 2.3 Should an Agreement be written or Verbal?

All employment agreements must be in writing for them to be legal and binding. There are certain terms and conditions that must be written into individual and collective employment agreements. These mandatory terms and conditions will be covered in a later section of this resource.

## 2.4 What is the difference between an Employee and Contractor?

Not everybody in the work force is an employee. There are other kinds of working relationships that exist between people such as a Modern Apprentice, Trainee or Contractor. Some people carry out work or services under special “contracts”. These workers are called independent contractors.

The law is different for contractors and employees. Sometimes it is difficult to know if a person is a contractor or an employee. The courts have developed a number of “indicators” which help a person to know whether they are more likely to be an employee or a contractor.

In determining whether an individual is an employee or in another form of working relationship, the Employment Relations Act requires the Courts to consider:

- > The nature of the relationship between the parties.
- > Any matter that indicates the intention of the parties.

Section 6 of the Employment Relations Act defines an employee as “any person, of any age, employed by an employer to do any work for hire or reward...including a home worker or a person that is intending to work...”

The following workers are not employees:

- > A volunteer who does not expect to be rewarded for work to be performed as a volunteer and receives no reward for work performed as a volunteer.
- > A self-employed or independent contractor.
- > A student on a “Gateway” programme who does a work placement.

## 2.5 So, who is an Employee?

Check through the following list which highlights the essential elements of an employee relationship. If you tick most of them, you are likely to be an employee:

- > The intention of the parties is to form an employment relationship. This is shown in any written agreement or correspondence and/or by the behaviour of the parties.
- > The employer or their agent controls the hours worked.
- > The employer or their agent has the power to hire and fire.
- > The employer makes the profit or loss from the enterprise.
- > The employer deducts ACC levies and PAYE tax on your behalf.
- > The employer supplies materials for the work.
- > The employer owns or leases the equipment needed.
- > The employee is bound to one employer at a time and expected not to compete or offer their skills to competitors of the employer.

---

## 2.6 Self Employed Contractors

If all or most of these features are present in your working relationship, you are likely to be a self employed contractor:

- > The parties do not intend to form an employment relationship and the actual nature of the relationship between the parties reflects this.
- > The contractor controls how and when the job is done.
- > Payment is made in a lump sum at the end of a job, or in instalments.
- > The contractor can choose who does the job and can hire other people without approval from the other party.
- > The contractor pays any tax, ACC and insurance directly.
- > The contractor can make a profit or suffer a loss directly.
- > The contractor supplies equipment and materials.
- > The contractor is free to accept similar work from a number of sources.

This unit only deals with relationships between employers and employees. As an employee, the terms and conditions of your employment must be in writing. There are two main types of employment agreement: individual and collective agreements.

## 2.7 Individual agreements

Individual agreements cover only one employee. Where there is no collective agreement, or the employee does not wish to join the collective, the employer and employee will negotiate an individual agreement.

The basic purpose of an individual agreement is to define the rights and responsibilities (terms and conditions) that apply to the employment relationship – for only one employee.

Most individual employment agreements do not have an end date, unless they are fixed term agreements. The provision in an employment agreement for ending the agreement is called a termination clause. An agreement may be terminated when the employee retires, resigns or is dismissed. We will learn more about termination procedures later in this resource.

## 2.8 Collective agreements

A collective agreement covers more than one employee. Only unions and employers may negotiate a collective agreement. Employees have no right to negotiate a collective agreement unless they are members of a union.

If an employee is starting in a new job and is not a member of the relevant union, they have 30 days to decide whether they want to sign the collective agreement or not. The employee is covered by the terms and conditions of the collective agreement on an individual basis during this 30-day period.

Collective agreements must be for a maximum term of three years and must contain an expiry date. Employee's who choose not to sign will be on individual employment agreements.

An employee covered by a collective agreement can negotiate individual terms and conditions as well, as long as the individual terms and conditions are not inconsistent with the terms and conditions in the collective agreement.

A collective agreement must not contain anything that is contrary to law, or that is inconsistent with the Employment Relations Act.



### Activity

Do you have the option of collective agreements at your workplace?

Summarise in your own words, the difference between individual and collective agreements:

---

---

---

---

---

---

## 2.9 What is an employment agreement?

Employment agreements vary in complexity. Some contain detailed provisions while others are quite simple. Some terms and conditions of agreements must be included by law. Other terms may be included if the parties agree.

Most employment agreements provide a clause that allows the agreement to be varied. Collective employment agreements must contain a method for varying the agreement. A variation to an agreement must always be agreed to by both employer and employee. One party cannot make changes without consulting the other party.

---

Two common variations include an increase in hours (for example an employee changes from part-time to full-time hours) and a change in duties. Any variation to the agreement must be recorded in writing and signed by the parties to show that they have agreed to the changes.

Under the Employment Relations Act, there are certain terms that must be included in individual and collective employment agreements.

## 2.10 Content of a collective agreement

Under section 54 of the Employment Relations Act, a collective agreement must contain the following terms:

### Section 54

1. A coverage clause (below); and
2. A plain language explanation of the services available to resolve problems in the employment relationship; and
3. A clause stating how the agreement can be varied; and
4. The expiry date or event which will end the agreement.

### Coverage Clause

The Act makes special provision for the protection of new employees. For the first 30 days of employment new employees who are not union members, but whose work falls within the coverage clause of an existing collective will be employed on the terms and conditions of the applicable collective agreement on an individual basis and any other agreed individual terms and conditions that are not inconsistent with the terms and conditions in the collective agreement.

Where new employees are employed doing work that does not fall within the coverage clause of any collective agreement, or where there is no collective agreement in place at all, then any terms and conditions mutually agreed to between the employer and employee will apply in the form of an individual employment agreement.

## 2.11 Content of an individual agreement

Under Section 65 of the Employment Relations Act, (where no collective agreement applies), an individual employment agreement must contain the following terms:

### Section 65

- > The names of the employee and employer; and
- > A description of the work to be performed by the employee; and
- > An indication of where the employee is to work; and
- > An indication of the arrangements relating to the times the employee is required to work (e.g. days and hours); and
- > The salary or wages payable to the employee; and
- > A plain language explanation of the services available to resolve problems in the employment relationship.

You have learned about the terms that must be included in employment agreements. Now let's have a look at these in closer detail, as well as some of the terms and conditions that may be included.

## 2.12 Wages or Salary details

- > Pay frequency – for example hourly, weekly, fortnightly, monthly or on commission.
- > Pay day – the day your pay is credited to your account or a cheque/cash is given to you.
- > Pay method – employees have the right to be paid in cash with some exceptions. Any other arrangement, (for example direct credit or cheque), must be by agreement.
- > Pay review – the process for receiving a pay increase.



### Activity

Have a look at your employment agreement. Make a note of the following details included in your contract:

What is your pay frequency? (For example, weekly, fortnightly, monthly or on commission)

---

---

When is pay day, and by what method are you paid? (E.g. the day your pay is credited to your account or a cheque/cash is given to you)

---

---

---

Pay review – provide details of the process for receiving a pay increase, if included.

---

---

---

---

What does it say in your contract about hours of work and breaks?

---

---

---

---

### 2.13 Other payments

These may include:

- > Payment toward qualifications/professional development courses etc.
- > Performance or production bonuses.
- > Overtime - whether this is to be at the ordinary rate or a higher rate.
- > Shift work – special rates for working at night.
- > Special requirements of the job, e.g. tools or motor vehicle use.
- > Contributions to superannuation schemes, life or health insurance.
- > Provision for childcare.
- > Membership fees of professional organisations.
- > Anything else the employer and employee agree on.

### 2.14 KiwiSaver

KiwiSaver is a voluntary, work based savings scheme designed to help employees save for their retirement. KiwiSaver is governed by the KiwiSaver Act 2006.

If an employee elects to join KiwiSaver, the employee is required to contribute either 4% or 8% of their gross salary or wages to their chosen KiwiSaver scheme. The employee's employer is also required to contribute to the employee's KiwiSaver scheme. There are transitional arrangements in place up to 2011 to help employers and employees build up to these contribution rates. The employee's contribution amounts are deducted from the employees' salary or wages by the employer who is then required to pay these amounts to the Inland Revenue Department ("IRD") on the employee's behalf.

Employers must:

- > Give new employees and other employees who are interested, an Employee Information Pack about KiwiSaver;
- > Pass on employee details to the IRD to enable them to be enrolled;
- > Deduct KiwiSaver contributions from an employee's gross salary or wages;
- > Make a contribution to an employee's KiwiSaver account – set at 1% of gross salary or wages rising to 4% by April 2011;
- > Choose a KiwiSaver scheme for those employees who do not wish to select their own;
- > Act on a new employee's request if they choose to opt out of KiwiSaver within the 2-8 week opt out timeframe;
- > Stop making KiwiSaver deductions from the employee's gross salary or wages if the employee gives them the required notice.

For more information on KiwiSaver go to [www.ird.govt.nz/kiwisaver](http://www.ird.govt.nz/kiwisaver).

## 2.15 Hours of work and breaks

This can include:

- > The hours you work every day or week.
- > When you start and finish.
- > Which days of the week you will work.
- > How shift work is organised.
- > Employer's expectations about over time or extra work.
- > Meal breaks.

## 2.16 Flexible working arrangements

From 1 July 2008, employees who care for “any person” have the right to request flexible working arrangements. Employers can only refuse a request on specified grounds including if the request creates the burden of additional costs and/or would detrimentally affect the employer's ability to meet customer demand.

An employer must refuse an employee's request for a flexible working arrangement if:

- > The employee is party to a collective agreement; and
- > The request relates to working arrangements to which the collective agreement applies; and
- > The employee's working arrangements would be inconsistent with the collective agreement if the employer were to approve the request.

---

## 3. Holidays Act 2003

In addition to this, sections 52 and 53 of the Holidays Act 2003 require that all employment agreements contain a clause relating to working on a public holiday that falls on a normal work day. The clause must state that if an employee works on a public holiday, the employer must pay the employee the greater of:

1. The portion of the employee's relevant daily pay less any penal rates that relates to the time actually worked on the day plus half that amount again; or
2. The portion of the employee's relevant daily pay that relates to the time actually worked on the day;
3. In addition the employer must provide the employee with an alternative day's holiday if the public holiday falls on a day that would otherwise be a working day for the employee, and the employee is required by the employer to work on any part of that day.

### 3.1 Holidays and Leave

As an employee, you are entitled to annual holidays and public (statutory) holidays. You are also entitled to sick leave and bereavement leave.



#### Activity

What are your sick and bereavement leave entitlements in your employment agreement?

---

---

---

---

### 3.2 Annual holidays

Employees are currently entitled to a minimum of four weeks paid annual holidays per year. Employees are entitled to take at least two weeks annual holiday at one time.

The Holidays Act 2003 has provisions relating to all types of leave.

The main rules regarding annual holidays are:

- > Employees are entitled to at least four weeks paid leave after they have worked continuously for the same employer for 12 months.
- > Employees who work for less than 12 months are entitled to 8% of their total gross earnings as holiday pay.
- > If agreement between the employee and the employer as to the timing of the employee's holidays cannot be reached, the employer can direct the employee when to take their annual holidays =.

### 3.3 Public holidays

Employees are entitled to eleven public holidays in a year. Should your employer agree you could work on these days if you want and take alternative days off at another stage. However, this must happen only with the employers consent.

- > Christmas Day - December 25
- > Boxing Day - December 26
- > New Year's Day - January 1
- > January 2
- > Anniversary Day
- > Waitangi Day - February 6
- > Good Friday
- > Easter Monday
- > Anzac Day - April 25
- > Queen's Birthday
- > Labour Day

### 3.4 Sick and bereavement leave

Under the previous holidays law (Holidays Act 1981), employees received special leave (a combination of sick, domestic and bereavement leave). Under the Holidays Act 2003 special leave has been replaced. Sick leave and bereavement leave are now two separate entitlements.

#### Sick Leave

All employees who have worked for their employer for a continuous period of 6 months are entitled to a minimum of 5 days' paid sick leave per year. The Act allows unused sick leave to be carried over to the following year, up to a maximum of 20 days.

---

An employee may take sick leave if:

- > The employee is sick or injured; or
- > The employee's spouse is sick or injured; or
- > A person who depends on the employee for care is sick or injured.

### Bereavement Leave

An employee who has worked for an employer for a continuous period of 6 months is entitled to take:

- > 3 days paid bereavement leave on the death of a spouse/partner, parent, child, brother, sister, grandparent, grandchild, or the spouse/partner's parent;
- > 1 day of paid bereavement leave on the death of anyone else whom the employer accepts the employee had a close association with.

## 3.5 Other types of leave

There are other types of leave that may occur in employment agreements. Employees are entitled to some of these under the law (for example jury leave), while others are not required by law but may be agreed to between the employer and employee.

For example, the agreement may provide for:

- > Long service leave: a special once only holiday for employees who have worked for the same employer for a certain number of years.
- > Study leave: paid or unpaid time off work to study or attend courses.
- > Leave for defence force volunteers.
- > Discretionary leave: leave with or without pay, which allows the employee to take time off for a particular purpose without resigning from their job.
- > Jury service leave.

## 3.6 Parental leave

Parental leave is issued under the Parental Leave and Employment Protection Act and includes the following types of unpaid leave (some of which can be shared with your spouse/partner if they are also eligible).

Maternity leave of 14 continuous weeks may start up to six weeks before the expected date of birth or adoption. If you plan to take maternity leave, you must write to your employer at least three months before your expected date of birth.

In certain cases maternity leave can start earlier. Your doctor or midwife can direct you to start your leave earlier if they believe it is necessary for the health of you or your baby. Your employer can also direct you to start maternity leave early if you cannot continue to do your job safely or cannot perform your job adequately. If your doctor or employer directs you to start your maternity leave early, you have the right to take eight weeks maternity leave after the expected date of birth, and your maternity leave is extended to allow that. Special rules apply in this case - contact the Department of Labour on 0800 20 90 20 during business hours for further details.

If you and your employer agree, you can start maternity leave at any other time before your baby is due.

Special leave of up to 10 days can be taken by a mother before maternity leave for reasons connected with pregnancy (e.g. antenatal checks).



### Activity

List five different types of leave that you may be entitled to take, as stated in your employment agreement:

---

---

---

---

### Partners/paternity leave

(Where the spouse/partner is an employee) of either one week (for a spouse/partner with six months eligible service), or two weeks (for a spouse/partner with 12 months eligible service). Partners/paternity leave can be extended in certain circumstances, if parental leave payments are transferred from a mother to an eligible spouse/partner. Partners/paternity leave is additional to the period of maternity and extended leave.

Partners/Paternity leave can be taken in the period between 21 days before the expected date of delivery (or date you assume the care of a child with a view to adoption) and 21 days after the actual date of birth or the date you have assumed the care of a child with a view to adoption. If you and your employer agree, you can start partners/paternity leave at any other time.

---

Extended leave of up to 52 weeks is available for employees with 12 months eligible service. It can be up to 52 continuous weeks, less any maternity leave taken, and is available in the 12 months after birth, or date the employee assumes the care of a child they intend to adopt. Extended leave may be shared by both eligible parents, but the total leave taken must not be more than 52 weeks (including maternity leave and paid parental leave). However, the one or two week's partner's/paternity leave entitlement is additional to this 52 week period. Both spouses/partners can take their leave at the same time or they can take it one after the other.

Extended leave can start any time after the end of your maternity or partners/paternity leave.

Each kind of leave must be taken in one continuous period. You can finish your maternity or paternity leave, go back to work, and then take extended leave later. However, the right to extended leave ends when the child is one year old, or one year after you have assumed the care of a child you intend to adopt.

If you and your employer agree, you can start extended leave at any other time.

### **Paid parental leave**

Paid parental leave is available to female employees who give birth to a child, or to either parent where a couple has assumed the care of a child under six they intend to jointly adopt. You may transfer all or part of your paid parental leave to your spouse/partner as long as they are also eligible.

If you meet either the six or 12 month eligibility criteria, you are entitled to paid parental leave for 14 weeks. To receive it, you must apply to your employer for parental leave, and then apply to Inland Revenue for parental leave payments. This paid leave must be taken at the same time as any unpaid leave you take.

As at 1 July 2008 the maximum level of payment is \$407.36 per week (before tax). You are entitled to either your gross weekly rate of pay (your pay before tax) or \$407.36, whichever is lower. You can check current rates at <http://www.ers.dol.govt.nz/parentalleave/employees/summary.html>

The payment period begins when your parental leave begins - that is, when you start your maternity, partner's/paternity, or extended leave.

When you apply for paid leave you can choose when your payment commences. It continues until the 14 weeks are complete. However, it may stop earlier if you:

- > Transfer the payment, or part of the payment, to your spouse/partner.
- > Return to work before the end of the paid parental leave period
- > Resign from your job.
- > Are employed on a fixed-term agreement that expires during the paid parental leave period.

Your payments will stop if you return to work for any time during the parental leave period.

Some employment agreements include parental leave provisions. You may have a choice of parental leave provisions if your employment agreement has provisions that are as favourable as, or more favourable than, those provided by law. Your employment agreement cannot change your eligibility for the government's parental leave payments, and you can receive additional payments through your employment agreement.

You can take parental leave multiple times, as long as six months elapse between the dates you returned to work and the expected date of birth of the subsequent child. You must also meet the eligibility requirements each time.

---

## 4. Termination Procedures

A termination procedure states what will happen when the employment relationship comes to an end. Here are some of the reasons for termination of employment:

### Dismissal

Instant dismissal is only justified in limited circumstances. Dismissal must be for a good reason and carried out in a fair manner.

### Resignation

Employees can resign at any time, but they must give the required notice. If a notice period is not stated in the employment agreement, the employee must give “reasonable notice” – this will vary depending on the circumstances of employment.



### Activity

Find out what the ‘required notice period’ is in your contract if you resigned.

---

---

### Fixed term agreements

A fixed term agreement is for a set period. It will end when the agreement states it is to end. This could be a set time frame, or when a certain event has occurred. For example, when all the fruit has been picked for the season, when a project has ended or when a temping assignment has been completed.

### Retirement

There is no set age of retirement. An employee cannot be forced or pressured into retirement.

### Redundancy

The employee’s position is superfluous to the employer’s requirements, or the employer has made a genuine decision for commercial reasons (such as reducing costs) to make the employee’s position redundant.

If an employee believes that the employer has acted unjustifiably in terminating the employment relationship, the employee can challenge the employer's decision, either by discussing the matter with the employer and attempting to resolve the situation, or by pursuing a personal grievance claim.

#### 4.1 Notice and final payment

Most termination clauses will state the required notice period – this is the notice the employee must give when their employment ends. For example, the employee may be required to give one month's notice of termination to the employer. Senior permanent staff are often required to give a longer period of notice than temporary or junior staff as they are usually more difficult to replace.

The term of notice may be varied if both parties agree. The employee may be asked to stop coming to work before the end of the notice period. In this case the employer is required to pay the employee through to the end of the notice period, unless the employee was justifiably dismissed during the notice period. If an employee leaves work without giving any notice, the employer is not required to pay the employee past their final day of work.

#### 4.2 General standards of performance conduct

Most workplaces have a code of conduct. The code sets out the general standards of conduct that are required of employees at a workplace. The code will usually state actions that amount to a breach of conduct and the consequences of those actions.

The code will often provide a detailed guide to the disciplinary procedure used by the workplace in the event of misconduct/gross misconduct.

It may also explain the duties of employers and the rights of employees in terms of disciplinary action. The code may be written into the employment agreement or set out in other work place documents that employees must abide by, for example policy manuals.



#### Activity

Find out what the code of conduct is for your workplace.

Provide an example of a breach of conduct and what the consequences of that breach would be in your workplace

---

---

---

---

---

### 4.3 Discipline and dismissal

Most employment agreements will state the procedures that are to be followed when an employee has breached general standards of performance and conduct. There must be a good reason for the dismissal and the dismissal must be carried out in a procedurally fair manner.

An employer cannot simply get rid of an employee. There are certain procedures that must be followed before an employer can dismiss any employee. An employee who feels that they have been forced to resign may have a claim of “constructive dismissal”. For example, where the employee is given the option of resigning or being dismissed.

If an employee is unjustifiably dismissed they have a right to pursue a personal grievance claim against the employer. However, some instances of misconduct may be so serious that the instant dismissal of an employee by the employer is justified. In most cases, the employer is required to follow a process of discussion and warnings before dismissing the employee. The employee must be given an opportunity to improve their behaviour or performance. Any terms in the employment agreement relating to discipline must be followed when an employee is reprimanded/receives a warning.

There are some general employment principles relating to the discipline or dismissal of employees which all employers are required to follow. Some of these principles are discussed later in the section on “fair treatment”.

Dismissed employees have the right to a written explanation of why they were dismissed, as long as the request is made within 60 days of the dismissal. The employer’s written explanation must be provided within 14 days after the employees’ request.

There must be a good reason to dismiss someone and the dismissal must be carried out fairly. The employee can pursue a personal grievance claim if the dismissal was unjustified or was carried out unfairly.



#### Activity

Provide details of different sources of information that would assist you in understanding your employment rights and responsibilities:

---

---

---

---

## 5. Job Descriptions

An employment agreement is a description of what the employee is actually being employed to do. Where there is no collective agreement, the individual employment agreement must include a description of the work to be performed by the employee.

There are many different formats for job descriptions as employers make out these descriptions to suit their particular industry and occupation.

---

## 6. Deductions

A deduction is the removal of an amount of money from the employee's pay. An employer may, with the written consent of an employee or on the written request of an employee, make a deduction from the employee's pay.

These are some of the common situations in which deductions are made:

- > Deduction of union fees.
- > Where an employment agreement provides for a deduction.
- > Where a court directs that a deduction be made from an employee's pay (for example to pay a fine or reparation).
- > To pay for income tax or child support.

## 7. Rights and Responsibilities

Within the employment relationship there are a number of rights and responsibilities owed and owing to both parties.

### 7.1 Statutory Provision

There are certain minimum legal rights of entitlement for an employee which apply even where the rights are not written into the employment agreement. An agreement cannot do away with these minimum rights, but the parties can agree to better ones if they choose. These are the main minimum statutory provisions for all employees:

- > Annual holidays
- > Public holidays
- > Sick leave
- > Bereavement Leave
- > Minimum wage
- > Payment of wages
- > Equal pay and equal rights
- > Parental Leave
- > Leave for training or service in the armed forces

Explanations of some minimum statutory provisions which protect and enforce the rights and responsibilities that arise in the employment relationship are:

### 7.2 Minimum wage level

Minimum Wage (New Entrants) Act 2007 - The minimum wage for employees as at 1 April 2008 are available on the following website [http://www.workandincome.govt.nz/manuals-and-procedures/deskfile/minimum\\_wage.htm](http://www.workandincome.govt.nz/manuals-and-procedures/deskfile/minimum_wage.htm)

“New entrant” employees (those employees who are 16-17 years of age) receive the minimum adult wage once they have worked 3 months or 200 hours. Prior to this time, new entrant employees will receive 80% of the adult minimum wage.

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.

An increase in the minimum wage will not affect an employee's other conditions of employment, unless they agree to the changes.

---

An employee being paid less than the minimum wage can complain to a Labour Inspector, who may investigate and act to recover any money owed. Employees can also get help from Department of Labour mediators.



#### Activity

What would the minimum weekly pay be for a 19 year old employee working 40 hours a week?

---

---

### 7.3 Equal pay

Equal Pay Act 1972 - The employer cannot differentiate in pay rates between employees if the only difference is their sex.

### 7.4 Discrimination

#### Human Rights Act 1993

In most cases, the employer cannot discriminate in hiring or firing, training or promoting because of the employee's race, colour, national or ethnic origin, sex or sexual orientation, marital or family status, employment status, age, religious belief or political opinion, or if they have a disability.

### 7.5 Union membership rights

Employees have an absolute right to make their own decision about whether they want to join a union and, if so, which union. It is illegal for an employer to put unreasonable pressure on an employee to join or to not join a union, or to discriminate against an employee because they joined or didn't join a union.

It is also illegal for anyone else to put unreasonable pressure on an employee to join or to not join a union. Union members may be nominated by their union to undertake employment relations education on paid leave. Employees can ask their union about this.

### 7.6 Payment

#### Wages Protection Act 1983

Under this act an employer needs to get the employee's written consent if they want to pay in a form other than cash, unless the employment agreement states otherwise. The Wages Protection Act also protects employees from having amounts deducted from their pay without their written consent.

## 7.7 Volunteers

The Volunteers Employment Protection Act protects the ongoing employment of members of the territorial forces or reserve forces and allows them to take leave from their employment when:

- > In a time of war or other like emergency, they are called out for continued service; or
- > In the event of an actual or imminent emergency, they are called out of continuous services; and/or
- > They are required to undertake special service under section 50 of the Defence Act 1990;

In order to take leave from their employment, the employee must give notice to the employer at 14 days before starting voluntary armed forces service or training.

## 7.8 Fair treatment

Another right/responsibility that arises from the employment relationship is fair treatment. Fair treatment is a two way street. Both employers and employees must deal with each other fairly. The concept of fair treatment is based on the question "What would an objective reasonable person do in the same situation?" Fair treatment is a general concept that is implied in all employment relationships.

Some of these principles of fair treatment are listed below:

- > Employees must be advised of their right to request union assistance, legal representation or a support person when there is an employment problem that the employer wishes to discuss with them.
- > All proper procedures of the agreement must be followed e.g. notice periods or reasonable notice if there is no notice period in the agreement.
- > Employees must be told that there is a problem and what the possible disciplinary outcome may be. Employees must be given the opportunity to provide their own reasons and explanations.
- > The employer must investigate alleged misconduct thoroughly and consider the employee's reasons and explanations with an open mind.
- > If discipline is to take place the employee must be told what the disciplinary action will be.
- > The employer should clearly explain the disciplinary process, including what will happen if the problem continues to occur. For example, the employer should explain the system of warnings that is in place.
- > Disciplinary action should be recorded in writing and read and signed by the employee before it is placed in their personal file.
- > Consistency is important - employees in the same circumstances should be treated in the same way.

---

## 7.9 Discipline/Dismissal

Another important part of fair treatment is in regard to discipline and dismissal of employees. When there are breaches of conduct, or performance problems, the employer is required to treat the employee in a fair and reasonable manner.



### Activity

In accordance with your employment agreement and code of conduct, what behaviour would result in instant dismissal?

---

---

---

---

## 7.10 Integrity at work

Another aspect of fair treatment is in regard to the honesty of employees in the workplace. Employees should be honest about their hours and activities during work time. They should also use the workplace resources, funds and property appropriately and honestly.

If employees are not honest about their hours or their activities during work time, the business will lose profit and the whole operation will be affected.

The employer also has a right to expect employees to be at work on time, to comply with all lawful instructions, to obey all health and safety policies and to complete tasks within deadlines and to the highest possible standard.



### Activity

Respond to the following scenarios.

Scenario One: One of your co-workers has been constantly turning up to work late, and is still claiming the extra time on their timesheet.

Provide details of what you would do in this situation, as a fellow employee:

---

---

---

---

Scenario Two: You have a personality clash with your direct manager. You feel that you are given unrealistic deadlines to complete your work and are being treated unfairly compared to your co-workers. Your performance review with this Manager is due in two weeks.

What do you do?

---

---

---

---

### 7.11 Confidentiality

An employee has the responsibility to keep confidences and work secrets. The employee must not disclose information he/she has been trusted with.

### 7.12 Sexual harassment

Obviously this is unfair treatment. No employer or co worker can offer benefits or threats for sex or any form of sexual activity. Neither can they subject an employee to unwelcome or offensive behaviour.

The personal grievance procedure can be used even if the behaviour is not open but is subtle or suggestive. If sexual harassment is from other people in the workplace the employee should approach his/her employer, who is then required to take "all practicable steps" to stop the harassment.

### 7.13 Duress

Examples of this include when an employer or employer's representative:

- > Says that an employee must belong (or cannot belong) to a union or other employee organisation.
- > Uses undue influence, offers or threats to get an employee to leave or join a union or other employee organisation.

Uses undue influence offers or threats to try to stop an employee from acting on behalf of other employees.

---

## 8. Representation and Negotiation of Agreements

All employees are entitled to a representative when they negotiate the terms of their agreement with their employer.

Representatives can be useful in the following situations:

- > To help you to negotiate the terms of your employment agreement.
- > When you are not sure of your rights and feel you need an advocate to support you.
- > When you are confused about the terms or conditions of your agreement.
- > In situations where there is a disagreement or problems in the employment relationship.

There are a number of different people who can represent you when you negotiate your individual employment agreement. These include: lawyers, Industrial Relations Consultants, and Employment Advocates as listed below:

### 8.1 Collective negotiations

You have the right to negotiate your employment agreement as an individual or you can be involved with your union in a collective agreement. In this section we will focus on negotiating collective agreements. Thousands of people in New Zealand have collective agreements.

Collective agreements cover two or more employees who are union members. The bargaining procedures are quite complex. It is essential to have an advocate to guide you through these processes.

Only registered unions and employers can negotiate for collective agreements. Mediators from the Employment Relations Service can also assist if the negotiations have stalled or stopped.

One of the central principles of negotiation is that of "good faith". All employers, employees and unions are required to negotiate with each other in "good faith". This means that the parties must be open and honest with each other. They must not mislead or deceive any party involved in the negotiation.

Some of the “rules” relating to negotiating collective agreements are:

- > Where there is no collective agreement covering the employee’s work the employer and employee will negotiate an individual agreement.
- > Where there is a collective agreement covering the employee’s work and the employee is a member of the union that negotiated it, the employee will be under that collective agreement.
- > Collective negotiation can involve a single union and a single employer or a number of unions and a number of employers.
- > The employee and employer can negotiate extra terms and conditions to those contained in the collective but they must not be inconsistent with the terms and conditions of the collective agreement.
- > An employee must be a union member to be part of a collective agreement.
- > Where there is a collective agreement covering the employee’s work but the employee is not a union member, the employee will be given an individual agreement (which contains the same terms and conditions of employment as the collective agreement, but on an individual basis) for 30 days, while they decide whether to join the union.
- > Anyone can negotiate on behalf of the employee for an individual agreement. With collective agreements only the union can negotiate on behalf of the employee.
- > Collective agreements that are not negotiated fairly may be cancelled or varied by the Employment Relations Authority.
- > All parties must negotiate in good faith.

## 8.2 Negotiating an agreement

Where can you get help when you’re in the process of negotiating an employment agreement, or other issues in the employment relationship?

When you negotiate your agreement it is important that you seek independent advice and support from other sources. You want to make sure that your agreement is fair and contains the terms you have been told it contains. Employment agreements must not include anything that goes against any law including employment, civil or criminal law. Unlawful provisions cannot be enforced.



### Activity

Go to [www.legislation.govt.nz](http://www.legislation.govt.nz) and have a look at the Employment Relations Act.

Look up the ‘Bargaining’ section and provide details of who may initiate bargaining:

---

---

---

---

---

One of the first things that could be helpful to check out is the Employment Relations Act itself. If you're on the Internet you can find it at [www.legislation.govt.nz](http://www.legislation.govt.nz) or you can buy a copy of the Act from any bookshop. If they don't stock it you can order it.

Other sources of information and assistance in relation to employment agreement negotiation include:

- > Employment Relations Service
- > Employer – for example to clarify any issues or seek answers to questions you may have about the terms of your agreement
- > Citizens Advice Bureau (available in most main centres; refer to the yellow pages)
- > Community Law Centres
- > Youthlaw
- > Unions
- > Lawyers
- > Employment Advocates

In the following section, we will have a look at some of these sources of information and assistance and find out more about the services they provide and the costs involved.

### 8.3 Employment relations service

One of the best sources of advice is the Employment Relations Service – a service under the Department of Labour. The ERS offers a number of services including:

- > Information about rights and obligations.
- > Information about employment services.
- > Assistance to resolve problems, including mediation through the ERS.
- > Other mediation services if needed.

You can call free phone on 0800 20 90 20 or you can email them at [www.infoline.govt.nz](http://www.infoline.govt.nz) or the Labour of Department website which is at [www.dol.govt.nz](http://www.dol.govt.nz). You can also get the Employment Relations Service to send you pamphlets for free.

#### Costs

All of the services offered by the Employment Relations Service, including mediation, are free. However if you decide to take your matter a step further to the Employment Relations Authority there are fees involved

## 8.4 Employment relations authority

The Employment Relations Authority is part of the Department of Labour. It is an investigative body that operates in an informal way. It looks into the facts and makes a decision which is binding on the parties.

The Authority is located in three centres: Auckland, Wellington and Christchurch. Authority members do also travel to other areas. When applying to the Authority the applicant has to fill out a simple form called a "statement of problem".

The Authority can help to resolve employment issues by:

- > Calling for evidence from the parties or anyone else.
- > Holding investigation meetings.
- > Interviewing the parties or anyone else.
- > Directing the parties to mediation.

If either party is not satisfied with the Authority's decision they can then apply to the Employment Court for a hearing.

You can get information about the Employment Relations Authority from the Employment Relations Service.

### Costs

	Cost
Lodging a new application to the Authority	\$70.00
Lodging application for a matter to go to the Employment Court.	\$150.00
Lodging application for investigation to be reopened	\$150.00
Investigation meeting fee for each half day after the first day	\$150.00

## 8.5 Joining a union

Employees have a right to:

- > Choose to join a union or to choose not to join a union.
- > Join a particular union in preference to another union.
- > Resign from a union.

---

Unions have staff that can assist employees with information, advice and advocacy services. Many of these unions are listed in the yellow pages under “unions”. The Council of Trade Unions keeps a list of all unions. Employees can find contact details of unions on the New Zealand Council of Trade Unions website [www.union.org.nz](http://www.union.org.nz) or can ring the NZCTU to find out about a union that is relevant to their work.

### Costs

Most industries in New Zealand have unions that employees can belong to. They charge a set fee that is deducted from your pay. The amount varies from union to union. Fees are generally in the range of \$80 a year up to \$300-\$400 a year. Some unions reduce their fees for casual/part-time workers.

Some of the larger unions in New Zealand include:

### The New Zealand Electrical Workers Union, EU –

Serving the needs of New Zealand electrical workers by;

- > Maintaining safety standards
- > Negotiating and enforcing collective agreements
- > Representing workers in dispute resolution
- > Advocating for membership grievances
- > Preparing submissions on regulatory issues

### The Service and Food Workers Union

Serves the following occupational groups:

- > Age Care, Disability, Health & Community Services
- > Catering, Cleaning and Contract Services
- > Clerical, Administration & Technical Services
- > Food & Beverage Manufacturing & Processing
- > Hospitality, Tourism & Entertainment Services

### The Public Service Association (PSA)

The PSA is the union for people working in the public sector and delivering public services. This includes:

- > Public service departments and ministries
- > Local government authorities
- > District health boards – mental health services, allied and public health professionals, technical staff, and clerical and administration staff.

- > Organisations providing disability and aged support services
- > Crown research institutes
- > State-owned enterprises
- > Tertiary institutions
- > Community organisations.

#### **The Association of Staff in Tertiary Education Te Hau Takitini o Aotearoa**

The Association of Staff in Tertiary Education Te Hau Takitini o Aotearoa (ASTE) represents more than 4,000 staff within the tertiary education sector of New Zealand.

ASTE is actively involved in a wide range of issues relevant to tertiary educators. This includes promoting the need for increased funding of the sector, protecting the health and safety of members and proactively bargaining for better working conditions.

#### **The National Distribution Union (NDU)**

The NDU is one of the biggest private sector unions in NZ with 20,000+ members who work in various industries and occupations. The NDU has four Sectors that make up the union - Retail, Transport Energy Stores, Textile Clothing Baking and the Wood Sector. They are a general workers union and their membership is about equal women and men, all ages and comes from many different cultures. They have a proud history of standing up to employers when dealing with workers' rights.

## **8.6 Using a Lawyer**

All lawyers can assist in legal matters but some specialise in certain areas of law and have an in-depth knowledge of their area. If you have an employment problem it is always best to find a lawyer who specialises in employment matters.

They will be able to give you the advice you need without having to waste too much time researching employment issues.

#### **Working with employers**

Your employer can also be a good source of information in relation to employment rights and responsibilities. Most employers will assist you with queries that you have.

If you are unsure about something it is always best to discuss the problem with your employer first. They cannot do anything to change the situation if they are not aware of your problem.

If you do not feel satisfied with the way the employer deals with the issue then you can look at the other alternatives.

---

Employers also need advice about employment matters. Employers can get advice and assistance from:

- > Employment Relations Service
- > New Zealand Employer's Federation
- > Lawyers or Employment Consultants
- > Employer's Associations
- > Labour Inspectors

## Next Steps

Well done! You have completed the training assessment resource for Unit Standard 1978 – Identify basic employment rights and responsibilities, and sources of information and assistance.

When you are ready to complete your assessment tasks, please contact your assessor for instructions.

---

# Model Answers to Activity Questions



## Activity (page 7)

Have a look at the following websites to see what information they have:

[www.infoline.govt.nz](http://www.infoline.govt.nz)

Department of Labour website: [www.dol.govt.nz](http://www.dol.govt.nz)

You may need to use the information on these websites to assist you.

Search for other useful websites that may assist you with this unit standard and make a note of them here: (e.g. Google 'employment rights' and see what information you find)

[www.worksite.govt.nz](http://www.worksite.govt.nz)

[www.newzealand.govt.nz/browse/employment-jobs/employment-rights/](http://www.newzealand.govt.nz/browse/employment-jobs/employment-rights/)

<http://www.ers.dol.govt.nz/help/index.html>



## Activity (page 7)

Have a look at your employment agreement, and answer the following questions:

Is your employment agreement an individual or collective agreement?

Answer depends on the agreement that the trainee is on.

What are your hours of work, as specified in your employment agreement?

Answer depends on contract e.g. 8:00 a.m. to 5:00 p.m. daily with a one hour break for lunch at 12:00 p.m.

What are your annual leave entitlements?

Answer depends on contract, minimum is four weeks.



#### Activity (page 9)

Did you seek independent advice before signing your employment agreement? If so, who did you get advice from?

Did you seek independent advice before signing your employment agreement? If so, who did you get advice from?

Answer depends on the action that the trainee took.



#### Activity (page 12)

Do you have the option of collective agreements at your workplace?

Answer depends on the trainee's workplace.

Summarise in your own words, the difference between individual and collective agreements:

Individual agreements:

Individual agreements cover only one employee. Where there is no collective agreement, or the employee does not wish to join the collective, the employer and employee will negotiate an individual agreement.

The basic purpose of an individual agreement is to define the rights and responsibilities (terms and conditions) that apply to the employment relationship – for only one employee.

Most individual employment agreements do not have an end date, unless they are fixed term agreements. The provision in an employment agreement for ending the agreement is called a termination clause. An agreement may be terminated when the employee retires, resigns or is dismissed. We will learn more about termination procedures later in this resource.

Collective agreements:

A collective agreement covers more than one employee. Only unions and employers may negotiate a collective agreement. Employees have no right to negotiate a collective agreement unless they are members of a union.

If an employee is starting in a new job and is not a member of the relevant union, they have 30 days to decide whether they want to sign the collective agreement or not. The employee is covered by the terms and conditions of the collective agreement during this 30-day deciding period.

Collective agreements must be for a maximum term of three years and must contain an expiry date. Employee's who choose not to sign will be on individual employment agreements.

---

An employee covered by a collective agreement can negotiate individual terms as well, as long as the individual terms are no less favourable than any of the terms in the collective agreement.

A collective agreement must not contain anything that is contrary to law, or that is inconsistent with the Employment Relations Act.



#### Activity (page 14)

Have a look at your employment agreement. Make a note of the following details included in your contract:

What is your pay frequency? (For example, weekly, fortnightly, monthly or on commission)

Answer depends on employment agreement.

When is pay day, and by what method are you paid? (E.g. the day your pay is credited to your account or a cheque/cash is given to you)

Answer depends on employment agreement.

Pay review – provide details of the process for receiving a pay increase, if included.

Answer depends on employment agreement.

What does it say in your contract about hours of work and breaks?

Answer depends on employment agreement.



#### Activity (page 17)

What are your sick and bereavement leave entitlements in your employment agreement?

Answer depends on employment agreement.



#### Activity (page 20)

List five different types of leave that you may be entitled to take, as stated in your employment agreement:

Answer may include the following types of leave depending on the employment contract;

Long service leave, study leave, discretionary leave or leave with or without pay, jury service leave, parental or maternity leave, sick leave, bereavement leave, annual leave or public holidays.



#### Activity (page 23)

Find out what the 'required notice period' is in your contract if you resigned.

Depends on the employment agreement, typically one to three months.



#### Activity (page 24)

Find out what the code of conduct is for your workplace.

Provide an example of a breach of conduct and what the consequences of that breach would be in your workplace

Breach of conduct could include:

- > Coming to work under the influence of alcohol or drugs.
- > Not following policy like smoking and Health and Safety.
- > Using threatening, abusive or insulting actions or language.
- > Racial discrimination.
- > Not following instructions.
- > Deliberate misuse of or unauthorised use of company tools, vehicles, plant and equipment.
- > Unauthorised possession and/or movement of company/client/other worker's property.
- > Falsification or being a party to falsification of any company or client document or record.
- > Disclosure of confidential information.
- > Conducting business in competition with the Company.
- > Selling Company stock and keeping the proceeds.
- > Sexual harassment of another worker/customer/client.
- > Assaulting another person on Company premises or whilst conducting company business.
- > Absence from the workplace without permission or authorisation

The consequences of the breach would depend on if the breach was considered misconduct or serious misconduct. If it were misconduct then the consequences could be a verbal or written warning. Serious misconduct could result in termination of the employment agreement.



### Activity (page 25)

Provide details of different sources of information that would assist you in understanding your employment rights and responsibilities:

Answer may include the following sources:

Individual or collective employment contract, employer, employment advisor, [www.worksite.govt.nz](http://www.worksite.govt.nz), [www.newzealand.govt.nz/browse/employment-jobs/employment-rights/](http://www.newzealand.govt.nz/browse/employment-jobs/employment-rights/), <http://www.ers.dol.govt.nz/help/index.html>



### Activity (page 29)

What would the minimum weekly pay be for a 19 year old employee working 40 hours a week?

\$450 for a 40 hour week.



### Activity (page 31)

In accordance with your employment agreement and code of conduct, what behaviour would result in instant dismissal?

Depends on the employment agreement but could be behaviour such as:

- > Unauthorised possession and/or movement of company/client/other worker's property.
- > Falsification or being a party to falsification of any company or client document or record.
- > Unauthorised use of company/client equipment, vehicles etc without authorisation.
- > Disclosure of confidential information.
- > Wilful misconduct which is likely to result in a serious harm to fellow Employees, damage to company property or personal injury.
- > Conducting business in competition with the Company.
- > Selling Company stock and keeping the proceeds.
- > Purchasing goods at staff rates and reselling at higher rate unless authorised by management.
- > Contributing information to others about production, methods, pricing or any matters that should remain confidential.
- > Refusal to obey a lawful instruction.
- > Reporting for work intoxicated or under the influence of drugs.
- > Misuse of equipment.
- > Sexual harassment of another worker/customer/client.
- > Assaulting another person on Company premises or whilst conducting company business.
- > Absence from the workplace without permission or authorisation for more than three days.



#### Activity (page 31)

Respond to the following scenarios.

Scenario One: One of your co-workers has been constantly turning up to work late, and is still claiming the extra time on their timesheet.

Provide details of what you would do in this situation, as a fellow employee:

Answer may include:

- > Talk to the employee and give him/her the opportunity to correct the action.
- > Ask the employee to discuss the action with their supervisor.
- > If the above actions do not work you could let the person's supervisor know.

Scenario Two: You have a personality clash with your direct manager. You feel that you are given unrealistic deadlines to complete your work and are being treated unfairly compared to your co-workers. Your performance review with this Manager is due in two weeks.

What do you do?

Answer may include:

- > Wait for the performance review and address the issue then
- > Go back to your manager and tell him how you feel and try to reach an agreement



#### Activity (page 34)

Go to [www.legislation.govt.nz](http://www.legislation.govt.nz) and have a look at the Employment Relations Act.

Look up the 'Bargaining' section and provide details of who may initiate bargaining:

A union, an employee or an employer.