



Is your HR up to date? A July 2019 checklist to the *Employment Relations Amendment Act 2018*

The Employment Relations Amendment Act 2018 passed into law in December 2018 and brings many changes to New Zealand employment law. **(We've placed in bold the changes we think require your specific attention, as they're likely to have the biggest impact.)**

Changes that took immediate effect on 11 December 2018:

- Reinstatement is the primary remedy wherever practicable and reasonable.**
- A union representative is entitled to enter a workplace to assist any employee on the premises who is not a union member with health and safety matters (if requested by the employee).
- A union representative does not need to obtain consent to enter a workplace where there is a collective agreement in force (or bargaining for a new collective agreement has been initiated) and the coverage clause (or intended coverage clause) covers work done at the workplace.
- A new penalty has been introduced for refusing to permit a union representative who is entitled to enter a workplace to enter.
- Unions will be able to initiate collective bargaining 20 days before employers.
- The Authority will not be able to determine that bargaining has concluded.
- Employers will not be able to opt-out of multi-employer collective bargaining once initiated.
- Pay deductions for partial strikes is not permitted.
- Minor and technical errors and omissions in strike notices will not affect the validity of the notice.



Changes that took place from 1 April 2019:

- Domestic Leave was implemented as a new leave type for victims of domestic violence or people caring for victims of domestic violence.**
- A union representative is entitled to enter a workplace to assist any employee on the premises who is not a union member with health and safety matters (if requested by the employee).



☐ Changes that took effect from 6 May 2019:

- ☐ **Trial periods will only be available for a “small-to-medium-sized employer”, which is defined as having fewer than 20 employees (i.e. maximum 19!). The change applies to written employment agreements agreed to on or after 6 May 2019.**
- ☐ Vulnerable employees will be entitled to transfer to new employers in a restructuring situation (even where the employer has fewer than 20 employees) and will be given notice of, and specified information about, the right to elect to transfer to the new employer.
- ☐ **Employees will be entitled to prescribed rest and meal breaks (with a presumption on duration and timing of breaks based on two-hour increments), but an exemption is available for employers in essential services, and for the protection of New Zealand's national security where compensatory measures are available.**
- ☐ Union delegates will be entitled to reasonable paid time during working hours to perform union duties. Such time must be paid at the same rate as if the employee was performing their ordinary employment duties.
- ☐ The duty of good faith will require parties to conclude a collective agreement unless there is a genuine reason, based on reasonable grounds, not to.
- ☐ Opposition to concluding a multi-employer collective agreement is a genuine reason not to conclude a multi-employer collective agreement if based on reasonable grounds.
- ☐ **Collective agreements will be required to specify wage rates and salaries, minimum rates, or methods for calculating minimum rates, and how the rates may increase during its term. “Wages” is defined to include amounts payable for piece work or by way of commission.**
- ☐ Unions may require that employers pass on to new employees specified information about union roles and functions.
- ☐ An employer can refuse to provide union information to prospective employees if the information is about the employer, would (or is likely to) mislead or deceive the prospective employees, and would significantly undermine bargaining.
- ☐ Employers must disclose to unions new employees' names and whether they want to join the union (unless the employee objects).
- ☐ **New employees who start work or sign an employment agreement on or after 6 May 2019 will be afforded the same terms and conditions as the applicable collective agreement for the first 30 days of their employment.**





Changes that took effect on 11 June 2019:

- Unlawful discrimination will include discrimination on the grounds of union membership.

What Areas of Your HR Are Most Likely to be impacted?

1 Your Individual Employment Agreements (IEAs), regarding:

- Domestic violence leave
- Rest and meal break requirements
- New trial period requirements
- 30-day rule for new employees covered by collective agreement

2 Leave and Grievance Policy, regarding:

- Domestic violence leave

3 Fixed Term IEAs, regarding:

- Ensuring the length of a fixed term works with how entitlement for certain types of leave entitlements (annual leave, sick leave and domestic violence leave) are handled

4 Your processes for conducting a trial period and terminating during a trial period

- Ensure you are still eligible to use the trial period, and that you are doing so within the current stated requirements

5 Your Equal Employment Opportunity (EEO), Discrimination, Bullying and Harassment Policy and Handbook, regarding:

- The current union discrimination laws

6 Your Pre-Employment processes regarding:

- Please ensure, if relevant, that you are following the updated Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015



If you've read this far, nice work! It's a lot of information to take in. We've prepared it all in partnership with Employment Law experts [LangtonHudsonButcher](#). We work closely with LHB to ensure that the templates, documents and workflows in [HRA cloud](#) (our cloud-based HR software), and the people in our workplace relations team, are up to date with the latest in workplace legislation.

If you have any questions or need advice on any of the legal changes being raised in this article, please get in touch with us to discuss or for a referral.