A-Z Guide

BARGAINING

Contents

Overview

- Only registered unions can bargain for a collective agreement. Bargaining must be officially initiated by either the union or the employer.
- Once bargaining has been initiated the parties must use their best endeavours to enter into an arrangement that sets out a process for conducting bargaining in an effective and efficient manner.
- Once bargaining begins, parties to the negotiation will be obliged to deal with each other in good faith and must comply with the Code of Good Faith.
- When negotiating: cost the claims you receive, cost your claims and understand the potential impact of these claims, concentrate on real needs not wish lists.
- Be upfront and explain your position, while being flexible. If you are requiring the other parties to decide on an issue, give them the information necessary to ensure they make an informed decision.
- Negotiate in a manner that aims to preserve your relationships with staff. If you turn off your people, they can soon turn off your company.
- Negotiations can be an opportunity for you to resolve any issues you are having with the present agreement.
- Terms and conditions of employment cannot be changed unilaterally. Such changes require agreement.
- Other legislation applies to the employment relationship and cannot be contracted out of. Examples include legislation covering Health and Safety, Holidays, Minimum Wage, Parental Leave and Wages Protection.
- If you give undertakings in negotiations in order to gain employee acceptance, be prepared to deliver on them.
- Always get your employment agreements checked over before you sign them.
- Ensure your agreements mean what they say - use clear, unambiguous language.
- Bargaining Fee clauses may be negotiated.
- If the parties are having serious difficulties concluding a collective agreement one of the parties may apply to the Authority to have the matter referred to facilitation.
- If there has been a serious and sustained breach of the duty of good faith by one party the Authority may make a determination fixing the provisions of the collective agreement.
- A collective agreement must be ratified by the employees to be bound by it.

Introduction

Bargaining is an essential aspect of collective employment agreements; in order to have agreed upon something it is imperative that it was negotiated on and bargained for. The Employment Relations Act 2000 places significant constraints on how, when and who may bargain for collective agreements and places an overall obligation on the parties to deal with each other in good faith. This guide covers bargaining in relation to Collective Employment Agreements. For information in regards to bargaining for Individual Employment Agreements please refer to the **A-Z Guide** on **Individual Employment Agreements**.

In addition to this **A-Z Guide** you should also refer to the guides on:

- Bargaining Arrangements
- Collective Agreements
- Communication during Bargaining
- Good Faith
- Individual Employment Agreements
- MECAs

- Strikes and Lockouts
- Undue Influence and Duress
- Union Rights

Initiation of Bargaining

Unions and employers can initiate bargaining.

Only a registered union can negotiate a collective agreement with an employer.

When initiation of bargaining occurs

If no collective agreement is in force
If there is no collective agreement in force, a union can initiate bargaining at any time. An employer can initiate bargaining where there is no collective in force only if the proposed agreement will cover work that was covered by another collective agreement to which the employer was a party.

If an applicable collective agreement is in force
If there is an applicable collective agreement in force, a union can initiate bargaining no earlier than 60 days before the expiry of the collective. An employer can initiate bargaining no earlier than 40 days before the expiry of the collective.

If more than one applicable collective agreement is in force
In this instance, a union cannot initiate bargaining before the date that is 120 days before the expiry date of the last applicable collective agreement and the date that is 60 days before the expiry date of the first applicable collective agreement.

An employer cannot initiate bargaining before the date that is 100 days before the expiry date of the last applicable collective agreement and the date that is 40 days before the expiry date of the first applicable collective agreement.

How bargaining is initiated
Bargaining is initiated when a union or an employer gives the intended party or parties written notice that identifies all intended parties to the collective agreement, and the intended coverage clause of the agreement.

Notification of bargaining to employees
As soon as possible, but not later than 10 days after bargaining has been initiated the employer must draw to the attention of all employees (whether union members or not) whose work would be covered by the intended coverage clause if the collective agreement was entered into to the existence and coverage of the bargaining and the intended parties. In the case where 2 or more employers are identified as intended parties to the bargaining the period is not later than 15 days.

Consolidation of bargaining
If more than one union initiates bargaining with an employer and the intended coverage covers the same type of work, then the employer can request that the unions consolidate bargaining. This request must be made within 40 days of receiving the first notice of bargaining. Any union to whom the request to consolidate bargaining is made, must respond within 30 days either agreeing to the request or withdrawing its notice of bargaining. If a union fails to respond within the 30-day period, it will be shut out of the bargaining. All unions that agree to the consolidation of bargaining will bargain for a single collective agreement.

Good faith requirement to conclude a collective agreement
The duty of good faith requires a union and an employer bargaining for a collective agreement to conclude a collective agreement unless there is a genuine reason based on reasonable grounds not to do so.

A genuine reason does not include:

- Opposition or objection in principle to:

(i) bargaining for, or being a party to, a collective agreement; or

(ii) including rates of wages or salary in a collective agreement; or

- Disagreement about including a bargaining fee clause in a collective agreement.

However, opposition to concluding a multi-employer collective agreement is a genuine reason not to conclude a collective agreement if that opposition is based on reasonable grounds.

Good Faith Bargaining

The Employment Relations Act 2000 requires that bargaining for a collective agreement is conducted in good faith and for the parties to comply with the Code of Good Faith. Section 32 of the Act covers good faith in bargaining for a collective agreement.

Good faith requirements include the parties using their best endeavors to agree on a process for conducting bargaining efficiently and effectively, not doing anything to mislead or deceive the other party or that is likely to mislead or deceive the other party, considering and responding to proposals made by each other and not undermining or doing anything that is likely to undermine the bargaining or the authority of the other party.

It is a breach of good faith for an employer to advise or to do anything with the intention of inducing an employee:

- Not to be involved in bargaining for a collective agreement; or
- Not to be covered by a collective agreement.

Bargaining Process Agreement

The Employment Relations Act requires parties engaging in collective bargaining to use their best endeavours to agree on a Bargaining Process.

Refer to the **A-Z guide** on **Bargaining Arrangements** for a sample Bargaining Process Agreement.

Communications during Bargaining

Refer to the **A-Z Guide** on **Communications during Bargaining** for further information.

Providing information

One of the requirements of bargaining in good faith is that the union and the employer must provide each other with information that is reasonably necessary to support or substantiate claims or responses to claims made during bargaining if requested to do so. A request for such information must:

- Be in writing;
- Specify the information sought;
- Specify the claim or response to a claim involved;
- Specify a reasonable time within which the information is to be provided.

The information must either be provided directly to the union or employer requesting it or, if the provider considers the information confidential, it may require an independent reviewer. The independent reviewer will decide if the information should be treated as confidential and if so, to what extent the information supports the claim. The information must be kept confidential and must not be disclosed to any other person, including employees who would be covered by the collective agreement being bargained for.

Passing on – undermining the collective bargaining

It will be a breach of good faith when terms which are negotiated during collective bargaining are passed on to employees on individual employment agreements or another collective agreement:

- During bargaining with the intention or effect of undermining bargaining, or
- After the bargaining has concluded with the intention and effect of undermining the collective agreement.
- Conditions can however be passed on with the agreement of the union.
- Good faith is not breached simply by the fact that the terms and conditions of an employee on an individual agreement or another collective are the same or substantially the same as terms and conditions reached in bargaining. In determining whether there has been a breach of good faith the following matters will be taken into account:
  - Whether the employer bargained with the employee before they agreed to the term or condition of employment;
  - Whether the employer consulted the union in good faith before agreeing to the term or condition in good faith;
  - The number of the employer's employees bound by the collective agreement or covered by the collective bargaining compared to the number who are not;
  - How long the collective has been in force;
  - The agreement's application to new employees (where terms and conditions are passed on in an individual agreement section 63);
  - Other matters can be taken into account.

Employers should ensure that they follow a genuine negotiation process with employees on individual agreements and do not simply "pass on" the terms agreed to in collective bargaining.

MECAs and Bargaining

Employers are no longer able to opt out of bargaining for a new multi-employer collective agreement or bargaining to become a party of an existing multi-employer collective agreement.

In respect of the requirement to conclude collective bargaining, employers will be required to conclude a multi-employer collective agreement unless they have genuine reasons, based on reasonable grounds, not to. Opposition to concluding a multi-employer collective agreement will be a genuine reason, if that opposition is based on reasonable grounds.

Breach of Good Faith

Under the Employment Relations Act, parties can, in certain circumstances, seek a penalty for a breach of good faith.

The penalty for a breach of good faith is up to $10,000 for an individual or $20,000 for a company.

Facilitation

The Act contains a series of provisions dealing with the facilitation of bargaining. Sections 50A to 50J provide a process that enables one or more parties to the collective bargaining who are having "serious difficulties" in concluding a collective agreement to seek the assistance of the Authority in resolving the difficulties.

Grounds for facilitation and case references

The Employment Court in *McCain Foods (NZ) Ltd V SFWU Nga Ringa Tota Inc, WC5/09,* determined that "*Parliament intended to permit referrals to facilitation in circumstances where parties have "serious difficulties"* in concluding a collective agreement. In *Association of Professionals and Executive Employees v New Zealand Blood Service* [2019 NZERA 720] the Authority did not grant the application by the union for facilitation as it determined the situation between the parties at the particular time had not reached the high threshold as set out in legislation to trigger the facilitation process in the Authority.

The facilitation process is a two-step process which involves:

An application to the Authority under section 50B by any party to the bargaining or two or more parties jointly. The grounds upon which they can apply for facilitation are set out in section 50C.

If the reference for facilitation is accepted, the Authority provides facilitation services for the parties and possibly a recommendation.

Before the Authority can accept a reference to facilitation, one or more of the grounds set out in section 50C must be made out. The grounds under section 50C which need to be made out before an application for facilitation is accepted are that:

- In the course of bargaining, a party has failed to comply with the duty of good faith in section 4; and the failure was serious and sustained; and has undermined the bargaining; or
- The bargaining has been unduly protracted; and extensive efforts (including mediation) have failed to resolve the difficulties that have precluded the parties from entering into a collective agreement; or
- That in the course of the bargaining there has been one or more strikes or lockouts; and the strikes and lockouts have been protracted and acrimonious; or
- That in the course of bargaining, a party has proposed a strike or lockout; and the strike or lockout, if it were to occur, would be likely to affect public interest substantially.

One or more grounds must be present separately before the Authority can accept a reference for facilitation. It is difficult to succeed in establishing the grounds under section 50C.

In *NZ Meatworkers & Related Trades Union v Crusader Meats NZ Ltd*, AA157/07 the Authority said that "*the threshold for reference is very high. That is because contractual freedoms are not lightly interfered with. The circumstances must be extraordinary to warrant the Authority's intervention.*"

Some cases covering the grounds of section 50C:

First Ground: Failure to comply with the duty of good faith, and failure was serious and sustained and has undermined bargaining.

In *PMP Print Ltd and Anor v New Zealand Amalgamated Engineering Printing and Manufacturing Union Inc.* the alleged breaches of good faith were:

- Misrepresentation by the respondent to its members of the applicant's position as to whether there was an ability for the applicant to move on its existing offer which it says induced a vote to take industrial action; and
- That the union failed and refused to be active and constructive in establishing and maintaining a productive employment relationship by dismissing an option for mediation for no good reason.

The Authority decided that there was no misrepresentation by the union and no breach of the duty of good faith by refusing mediation.

In *Finegand Sub Branch of the New Zealand Meat Workers Union v Primary Producers Co-operative Society* the alleged breaches of good faith were:

- The respondent showed no genuine interest in settling their agreement;
- The respondent made token and derisory offers;
- There was a point blank refusal to consider third party arbitration; and
- The respondent refused to supply financial information requested (instead of directly responding to the information

request, the respondent offered a copy of the annual report).

The Authority found there was no breach of good faith by the respondent not wanting to settle on the applicant's terms, and that the offers made by the respondent did not demonstrate a breach of good faith. There was nothing illegal or improper in refusing third party arbitration. There was nothing misleading in the respondent's response to the information request. The information request was incidental to the bargaining. The breach of faith was not serious and sustained and did not undermine bargaining.

Second Ground: Unduly protracted bargaining and extensive efforts have failed to resolve the difficulties

In *SFWU V CCS [[2013] NZERA Wellington 25]* the Authority accepted the application for reference to facilitation of the bargaining between the SFWU and CCS Disability Action. The Authority was satisfied from the evidence and submissions of the parties that the bargaining, which had exceeded twelve months, has been unduly protracted and also accepted they had made extensive efforts, including mediation, to resolve the difficulties that had precluded them from entering into a collective agreement.

In *NZ Professional Drivers and Transport Employees Association Incorporated v Transportation Auckland Corporation Limited [[2011] NZERA Auckland 400],* the Authority declined the application for facilitation, and stated *"while I accept that the bargaining has been protracted it has not been unduly protracted. There has been a single mediation and a limited number of meetings. It cannot, therefore, be said that there have been extensive efforts to reach a resolution" .*

In *Tertiary Education Union v Chief Executive Western Institute of Technology & Ors, AA122/10,* the single ground of unduly protracted and that extensive efforts have been made to resolve the difficulties impeding a settlement was upheld and the parties were referred to facilitation.

In *NZ Meatworkers & Related Trades Union of Workers v Crusader Meats Ltd*, AA359/07, a second application by the union, the Authority considered "unduly protracted" bargaining.

What constitutes "unduly protracted" bargaining may depend on the circumstances in which bargaining is taking place. The nature of the industry concerned, the complexity of the document being negotiated, the extent of its coverage, its past history, and the level of union membership are just some of the factors which may impact on the scope of the task facing negotiators, and hence on what constitutes a reasonable timeframe for the completion of the bargaining process.

In *Ports of Auckland V Maritime Union of NZ, AA 324/07*, the Authority granted the application for facilitation on the grounds of unduly protracted bargaining under s50C (1) (b) after 20 days of formal bargaining over 10 months, some strike action, and assistance from the mediation services at the Department of Labour and private mediation.

In *PMP Print Ltd* the union had initiated bargaining seven months earlier. There was a delay of four months before the first meeting. During the bargaining process there were seven meetings and a one-day mediation session. The Authority decided bargaining had not been unduly protracted, and the efforts made had not been "extensive efforts".

In *Service & Food Workers Union Inc v Air New Zealand*, unreported 19 January 2005 AA 11/05 the parties had been bargaining for eight months. Initially bargaining had been with one union and then another union EPMU started bargaining with Air New Zealand. The two unions were bargaining separately with Air NZ. There had been bargaining meetings on 22 days, with mediation assistance on seven of those days. There had also been other facilitatory meetings and considerable correspondence and other communication. Four separate proceedings had been lodged in the Authority. The grounds were:

- The applicant was concerned to avoid disparity with staff who were not members of their union.
- The applicant sought access to information about pay settlements with staff who were not members of their union.
- Strike action occurred.

Bargaining

The Authority found that the bargaining had been protracted in comparison to the respondent's bargaining with EPMU. However, it noted that the information requests and strike action were part of the cause of the prolonging of the bargaining. The Authority accepted that there had been considerable efforts to resolve difficulties. However, it held that this ground was not established.

In *Finegand*, bargaining had commenced two years and two months before the investigation meeting. However, most of the efforts between the parties to resolve differences occurred within a 12-month period, and in the context of seasonal work. During bargaining there were approximately seven meetings plus two mediations. There were a number of further exchanges between the parties. There were incidences of strike action which had taken place. The Authority held bargaining was not unduly protracted. There had not been extensive efforts to resolve the difficulties between the parties.

In *Service & Food Workers Union Inc v Spotless Services*, unreported 6 May 2005 WA 171/05 the bargaining between the parties had been occurring over 10 months.

The parties met several times and attended mediation. There were 5 days of strike plus threatened lockouts. The Authority held the ground was not made out.

In *Stagecoach New Zealand Limited v The New Zealand Tramways Union and Ors*, unreported 21 April 2005 AA 146/05 the parties had been negotiating for seven months. Over that time, the parties had been in formal negotiations on 27 days, two of those days with mediation assistance. The parties had exchanged offers and counter offers and had reduced the number of outstanding matters between them. There were also informal discussions between the parties. During this time there were a number of strikes. The Authority decided bargaining had been unduly protracted and that despite the extensive efforts of the parties, they had failed to resolve the difficulties precluding them from entering into a collective agreement.

Third Ground: Bargaining has been interrupted by one or more protracted and acrimonious strikes or lockouts.
In the case of *Finegand* six strikes over three periods was held not to be acrimonious. In the *Stagecoach* case the work to rule, overtime bans, stoppages and two days' strike was held not be protracted. In *PMP Print Ltd v Anor* there had been limited strike action over 17 days, including not operating certain parts of a process. There had been one 24-hour stoppage. The ground was not made out. In *Service & Food Workers Union Inc v Spotless Services* there were five days' strike action and threatened lockouts. The lockout was restrained by an interim injunction from the Employment Court. The Authority decided the ground was not made out.

The ground was however made out in *Services & Food Workers Union v Air New Zealand*. In this case there was a 22-hour strike, constituting full and continuous withdrawal of labour at the Christchurch and Auckland airports. It was held that the strike was accompanied by acrimony. This was evidenced by a number of events which happened in relation to the strike:

- The respondent notifying the applicant that striking members would have travel privileges withdrawn for the duration of the strike.
- The respondent publishing a notice to it saying, "Air New Zealand was not prepared to enter into negotiations with a gun held to its head in the form of a strike notice."
- That statement was repeated on a radio programme. On the programme a further comment was made that the applicant was holding Air New Zealand and its customers to ransom.

The meaning of acrimonious was also discussed in this case:

"The Act uses the word "acrimonious" the meaning of which is defined in the Concise Oxford Dictionary as "bitter in manner and temper". It may be thought that few employers and employees who become directly involved in a strike (or lockout) will not be bitter or resentful about that situation. Consistent with the meaning of acrimonious however, what the Act requires is a display of bitterness by words or conduct and not merely experiencing feelings of that kind".

In *New Zealand Meat Workers & Related Trades Union Incorporated v Affco New Zealand Incorporated;* 2012 NZERA Wellington 51, the Authority found there was sufficient evidence of acrimony between the parties during the strikes and/or lockouts to meet the test for a referral to facilitated bargaining and was satisfied that the industrial action between the parties has been significantly acrimonious.

Fourth Ground: Strike or lockout has been proposed during bargaining which, if it occurred, would be likely to affect the public interest.

This ground was discussed in the *Stagecoach* and *Air New Zealand v Service and Food Workers* cases. In neither of these cases was the ground made out. In the *Air New Zealand* case the Authority found that the strike that had already occurred was not *"to any significant extent disruptive to social, environmental, or economic interests... and in any event was not widespread, long-term or irreversible."*

In *Stagecoach* it was noted that disruption caused by strikes would be increased if the matter was not settled and further strikes were to occur. *"It is clearly in the public interest that such strikes do not take place. However the Act requires that to fulfil this ground for referral to facilitation the public interest must be affected substantially."*

In *Ports of Auckland V Maritime Union of NZ, AA 324/07*, strike action had taken place and further action was proposed but the grounds under (c) and (d) protracted strikes, and strikes affecting the public interest, were not made out. The Authority found in relation to the next notified strike of 3 ¼ hours that there was no evidence that it would have any substantial effect on the public interest.

Facilitation Process

If one of the grounds is made out under section 50C and the Authority accepts the reference for facilitation, the facilitation process between the parties begins. Sections 50E to 50J apply. Under section 50 facilitation is conducted in private. The Authority determines the process used, but must not act as an investigating body, nor exercise its investigative powers. Determinations cannot be challenged in the court unless the matter is whether one of the grounds for referral to facilitation exist. Bargaining continues at the same time.

Statements made by the parties during facilitation section 50F
A party may make a public statement only if it is made in good faith and is limited to the progress being made. Any statement made by a party for the purposes of facilitation cannot be used in any proceedings under the Employment Relations Act 2000.

Proposals made or positions reached during facilitation section 50G
A proposal made by a party, or a position reached by parties are not binding on a party after facilitation ends.

Authority may make recommendations Section 50H
The Authority (which does not for this purpose act as an investigating body) can make a recommendation on:

- The process to be followed to reach agreement; or
- The provisions of the collective agreement the parties should conclude (or both) .

Fixing Terms of Collective

A party can apply to have the provisions of their collective agreement fixed by the Authority if there has been a serious and sustained breach of the duty of good faith which significantly undermined the bargaining and all other reasonable alternatives have been exhausted. An application can be made whether or not any penalty has been imposed for a breach of good faith under section 4A.

The Authority member who makes the determination must be different from the person who conducted the facilitation. If a determination is made it is binding and enforceable on the parties.

In *Reunited Employees Association Incorporated v Nelmac Limited* [2021 the ERA found there had been a serious breach of good faith by Reunited Employees, and the parties' bargaining history showed that all alternatives for reaching an agreement had been exhausted, the Authority determined its intervention was required to fix the terms of the collective agreement. In doing so, the Authority reverted to what was agreed in facilitation.

Ratification

At the beginning of the bargaining the union must notify the other parties of its procedure for ratification. A union must not sign a collective agreement unless the agreement has been ratified in accordance with a pre-agreed procedure that has been notified to the employer at the beginning of bargaining.

The collective agreement comes into force on the date specified in the agreement as the commencement date or if there is no date in the agreement the date the last party (or duly authorised representative) to the agreement signed the agreement. (Section 52)

Bargaining Fees

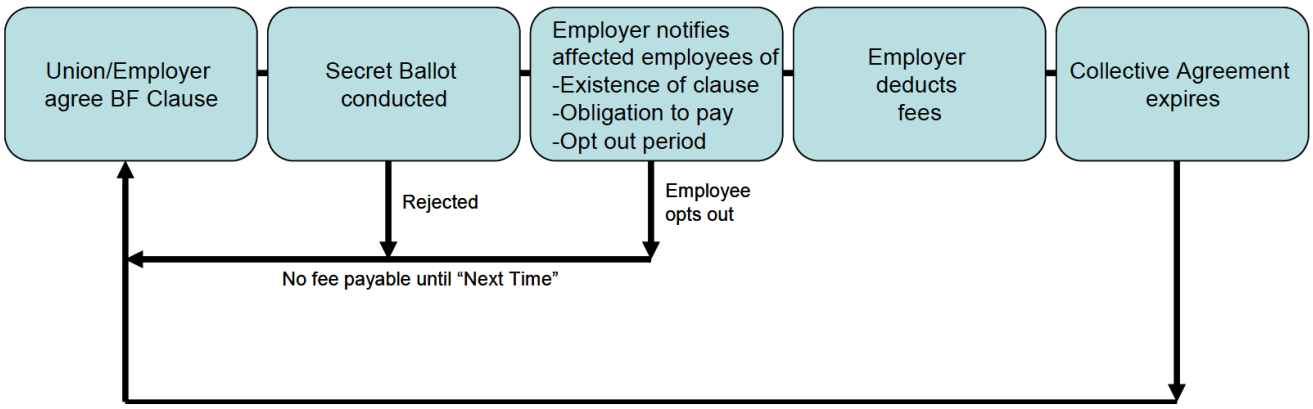
A bargaining fee is a fee (which is no greater than the union membership fee) which a non-union member is obliged to pay under a bargaining fee clause (unless they opt out by a certain specified time). Employees who pay a bargaining fee will be covered by an individual agreement based on the terms and conditions of the collective agreement.

Bargaining

In the course of bargaining for a new or a replacement collective agreement, the employer and the union may agree whether or not to put a bargaining fee into the collective agreement. Disagreement over whether to include a bargaining fee clause is **not** a reasonable ground not to conclude a collective agreement. If the parties agree to include a bargaining fee clause, they must jointly conduct a secret ballot of employees whose work the collective will cover. The employees that are balloted are those whose work comes within the coverage clause of the collective agreement and who are:

- Not members of any union; or
- Members only of the union that is party to the relevant collective .

Whether or not a bargaining fee clause is included in the collective agreement will depend on whether the majority of employees who vote favour its inclusion. The process of setting up a bargaining fee is illustrated below.



In the event a bargaining fee is agreed to by a majority of those employees balloted, the employer must then provide copies of the collective agreement containing the clause to:

- Non-union members whose work it covers and who were entitled to vote in the ballot.
- Anyone whose work is covered who was employed in the period immediately following the ballot up to the end of the day before the collective agreement comes into force.

The employer must also notify in writing the non-union employees balloted that: unless, within the notification period specified in the collective agreement, they give the employer written notice that they do not agree to pay the bargaining fee, their terms and conditions will be those of the collective (including the bargaining fee clause), as from the later of:

- The expiry of the notification period specified in the collective agreement.
- The date on which the collective comes into force.

If the employee notifies the employer that he or she does not agree to pay the bargaining fee, the bargaining fee clause will not apply, and the employee's employment terms and conditions will stay the same until varied by agreement with the employer. Where the bargaining fee does apply the employer must deduct it from the employee's wages and pay it to the union concerned.

Bargaining

A bargaining fee:

- Does not apply to non-union members employed after the collective comes into force.
- Must not be greater than the union membership fee.
- Expires when the collective agreement expires.
- Overrides the Wages Protection Act 1983.

Bargaining Fee – Sample Clause

a. *A bargaining fee of **$X** per annum shall be payable by the employer to the union in equal (**weekly/fortnightly/monthly**) instalments by deduction from the **(wages/salary)** of each employee who is bound by this clause.*

b. *The terms and conditions of employment of the employees bound by this clause comprise the terms and conditions of this collective agreement, (other than clause **(X)** [relating to employment relations education leave]*
An employee is bound by this clause if he or she:
   - *is not a member of any union; and*
   - *performs work that comes within the coverage referred to in clause (X- coverage clause); and*
   - *was entitled to vote in the secret ballot that agreed to this clause or was employed in the period beginning immediately after the secret ballot was held and ending with the close of the day before the date on which this collective agreement came into force; and*
   - *has not notified the employer within the period referred to in clause (d) that he or she does not agree to pay the bargaining fee.*

c. *An employee who would otherwise be obliged to pay the bargaining fee under this clause may notify the employer that he or she does not agree to pay it.*

d. *Such notification must be given to the employer in writing within a fortnight of the employee receiving from the employer a copy of the collective agreement and the notice referred to in s 69R(1) Employment Relations Act 2000 (which relates to the giving of notice of an employee's right not to agree to pay the bargaining fee).*

Refer also to the **A-Z Guides** on **Individual Employment Agreements**, **Communication during Bargaining**, **Good Faith** and **Undue Influence and Duress**.

Code of Good Faith

The code of Good Faith provides guidance to the parties about the application of the duty of good faith in relation to collective bargaining.

Please refer the A-Z guide on Good Faith for a copy of the code or call AdviceLine on 0800 300 362. The code may also be viewed on the MBIE website **www.employment.govt.nz.**

Conclusion

If you require assistance with any matter related to the bargaining for a collective employment agreement or an individual employment agreement, contact AdviceLine, our Legal Team or Employment Relations Consultants

This guide is not comprehensive and should not be used as a substitute for professional advice.

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