

Easter weekend and ANZAC Day

Easter weekend is from 19 to 22 April 2019. Friday and Monday are public holidays – Sunday is not.

Employees who would otherwise work on Friday 19th or Monday 22nd, get the day off on full pay (at relevant daily pay or average daily pay). If they work on either of those days, they are paid time-and-a-half for the hours worked, plus an alternative holiday.

The same applies to ANZAC Day, which falls on Thursday 25 April, so any employees who would otherwise work on this day, get the day off on full pay (at relevant daily pay or average daily pay). If they work on ANZAC Day, they are paid time-and-a-half for time hours worked, plus an alternative holiday.

No doubt you'll remember that public holidays that fall within an employee's annual leave are recorded as such, and not as annual leave.

Employment Relations Act changes

A reminder of changes that came into effect from the 1st of April:

- The first tranche of employment law changes and the \$1.20 increase in the Minimum Wage came into force on 1 April. The 7% increase will compress differentials at the lower end of wages and members may face pressures to maintain adequate recognition for skills and experience throughout their work force.
- Also effective 1 April was Domestic Violence Leave. This provides employees affected by all forms of violence in family and intimate relationships (it can be physical, sexual or psychological abuse) with special leave and short-term flexible working arrangements. The domestic violence may involve not only the employee but could relate to other members of the family. Once employees have met the 6 months employment requirements also applicable to sick leave and bereavement leave employees may claim:
 - Up to 10 days of paid domestic violence leave per year. This is renewed annually on 1 April for current employees as at 1 April each year or for new employees, on their anniversary. It does not carry over or is paid out at the end of employment.
 - All employees have the right to ask for flexible working arrangements at any time and for any reason. If an employee is affected by domestic violence, she or he can also ask for short term changes to their working arrangements lasting up to 2 months. The employer must reply as soon as possible and within 10 working days at the latest.

Clear guidelines for managing applications for and requesting proof of domestic violence and domestic violence short term flexible working are not fully in place and won't be tested until a few cases have gone through the Employment Relations Authority and Courts. This is because of complications resulting from privacy concerns and what level of proof is reasonable for an employer to request. We are recommending to members they contact the Adviceline as soon they receive an application.

In the meantime, the following should be included in your employment agreements -

"DOMESTIC VIOLENCE LEAVE

After 6 months of continuous employment you become entitled to 10 days paid domestic violence leave for the following 12 months, and for every 12 months thereafter, as provided for in the Holidays Act 2003.

This leave does not carry over to the next year and is not paid out on termination of this agreement."

To save you the trouble of digging out earlier newsletters, a list of changes coming into effect on 6 May 2019 follows below.

WHAT CHANGES	WHEN	NOTES
Union delegates get reasonable paid time to represent employees	6 May 2019	Employees, not only union members Has some limiting provisos – see Note 1 below
Good faith now means collective bargaining must be concluded	6 May 2019 *	Unless there is a genuine reason not to. Opposition in principle to bargaining fees not a genuine reason. * Duty to conclude a collective applies to all bargaining not concluded, even it was initiated before 6 May 2019. Existing opt-out notices remain effective.
Pay rates must be included in collective agreements	6 May 2019	
Employers must provide prospective employees with union information	6 May 2019	Regardless of when bargaining for IEA started
New employees are on Collective terms and conditions for first 30 days	6 May 2019	Terms and conditions may not automatically become less favourable after 30 days
New employee information must be provided to union	6 May 2019	Penalty for failure
90 day trial periods only if fewer than 20 employees	6 May 2019	At start of day on which employment agreement entered into. Existing trial periods will continue.
Vulnerable employees - Continuity of employment in restructuring	6 May 2019	Longer notice to employees about contract changes More time for employees to decide whether to transfer
Rest and meal breaks prescribed	6 May 2019	See Note 2 below
Discrimination in relation to union membership and involvement in union activities	6 May 2019	New definition of involvement in union activities Definition also applies to presumption in discrimination cases

Note 1 (This is a plain language summary of the new section 18A, which provides for paid time off)

A union delegate is entitled to spend reasonable paid time undertaking union activities during the employee's normal hours of work provided that -

- They are duly appointed or elected as a union delegate
- they represent other employees, not only union members, and
- the activities would not unreasonably disrupt the employer's business or their own work performance.

Before undertaking such activities the union delegate must—

- agree with the employer that such activities are undertaken from time to time **without notice**; or
- notify the employer when they intend to undertake the activities; and for how long.

The employer may refuse, but only if it is satisfied, on reasonable grounds, that the activities would unreasonably disrupt the employer's business or the union delegate's own work.

Pay is at the delegate's normal rate.

Note 2

Rest breaks are 10 minutes and paid

Meal breaks are 30 minutes and unpaid

DURATION OF BREAKS					
work periods up to 8 hours			longer work periods		
2 hrs or more but less than 4 hrs	4 hrs or more but less than 6 hrs	6 hrs or more but less than 8 hrs	10 hrs or more but less than 12 hrs	12 hrs or more but less than 14 hrs	14 hrs or more but less than 16 hrs
1 rest	1 rest + 1 meal				
	1 rest + 1 meal + 1 rest		+ 1 rest		
	1 rest + 1 meal + 1 rest		+ 1 rest + 1 meal		
	1 rest + 1 meal + 1 rest		+ 1 rest + 1 meal + 1 rest		

TIMING OF BREAKS					
must be provided either:					
a) as agreed by parties, or					
b) if not agreed by parties, then so far as is reasonable and practicable, as follows -					
work periods up to 8 hours			longer work periods		
2 hrs or more but less than 4 hrs	4 hrs or more but less than 6 hrs	6 hrs or more but less than 8 hrs	10 hrs or more but less than 12 hrs	12 hrs or more but less than 14 hrs	14 hrs or more but less than 16 hrs
middle of work period	rest one-third and meal two thirds through work period	rest halfway between start and meal, meal in middle of work period, rest halfway between meal and end of work period	middle of work period	rest one-third and meal two thirds through work period	rest halfway between start and meal, meal in middle of work period, rest halfway between meal and end of work period

Watch the Advicewise employment law templates in the Members’ section of the WGANZ website for changes. The casual, fixed term, permanent employment agreement and House Rules templates have just been updated to provide for domestic violence leave, and the wording of the 90-day trial clause has been tightened up. To follow are

- offer letter where there is a collective agreement in place
- a guide to domestic violence leave.

This article is brought to you by the WGANZ free employment helpline 0800 692 384. If you have any questions or would like to discuss the article above, please call Philip or Anthony on the helpline.