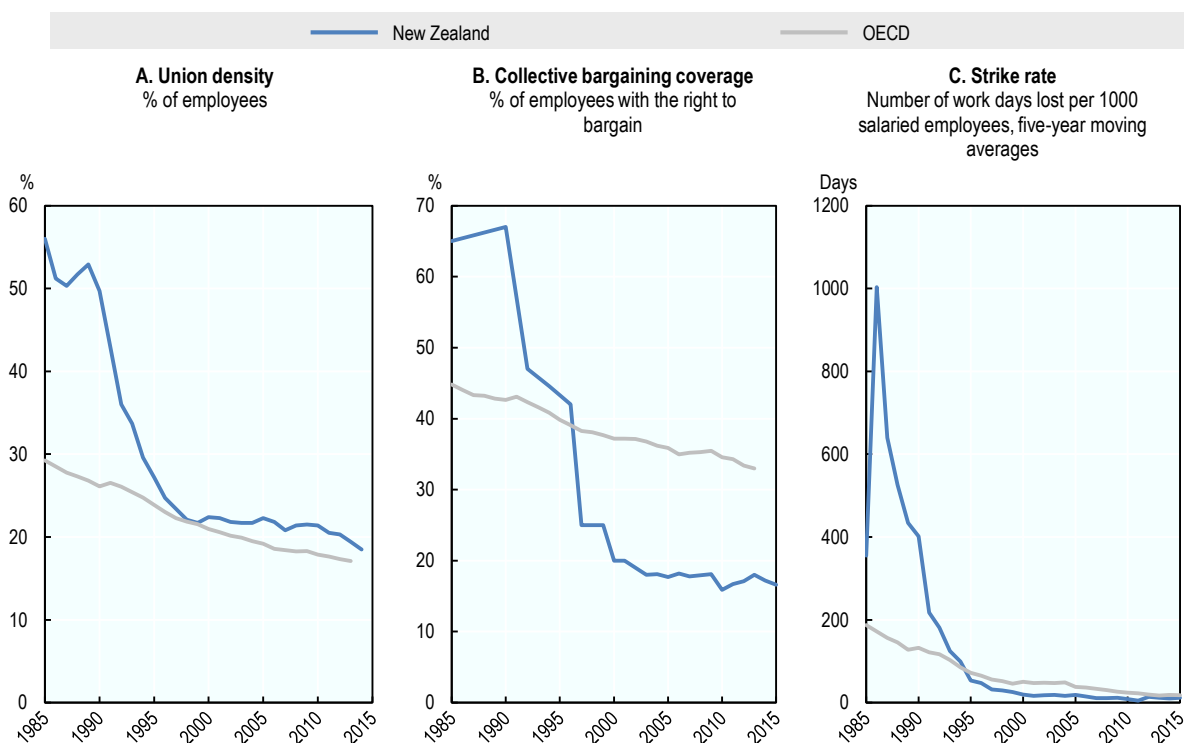


## New Zealand

### KEY FEATURES OF THE COLLECTIVE BARGAINING SYSTEM IN 2015

Predominant level	Company
Degree of centralisation/decentralisation	Decentralised
Co-ordination	No
Trade union density in the private sector	10-20%
Employer's organisation density	Information not available
Collective bargaining coverage rate	10-20%
Quality of labour relations	Medium

### TRENDS IN INDUSTRIAL RELATIONS IN NEW ZEALAND, 1985-2015



## BUILDING BLOCKS OF COLLECTIVE BARGAINING

The detailed description of the building blocks of collective bargaining mainly relies on information provided by the responses to the policy questionnaires that were sent to Labour Ministries, employer organisations and trade unions in 2016. The information reported in the questionnaires represents the situation in **December 2015**.

### Use of *erga omnes* clauses

Legal application of a sector level agreement in the absence of administrative extensions Not relevant

Legal application of a firm-level agreement All union members, trade union and employers can agree that terms and conditions may be passed to other employees. Non-union members may pay a bargaining fee to the trade union where their work is covered by the collective agreement and it is agreed to by the employer and trade union, and agreed to in secret ballot between union members and non-union members.

### Use and coverage of extensions

Use of extensions of sectoral collective agreements Not relevant

Procedure Not relevant

Representativeness criteria Not relevant

Public interest criteria Not relevant

Exemptions or possibility of appeal Not relevant

### Duration of collective agreements

Average duration 24 months

Maximum duration of collective agreements Firm level: Yes, by law, 36 months.

Can contracting parties terminate an agreement before its expiry date? Not relevant

### Ultra-activity of collective agreements

Is maximum duration of after-life/ultra-activity of agreements fixed by law? Yes, max 12 months where negotiations for replacing have begun before the expiry of the previous collective agreement.

### Retroactivity of agreements

Do firms have to pay arrears in case of late renewal? No

Does retroactivity apply only to members of signatory parties or does it cover all parties? Only to signatory parties.

**Use of the favourability principle** Not relevant

### Use and scope of derogations and opt-out

Derogations from the law Not relevant

Derogations from collective agreements

Scope Not relevant

Topics Not relevant

Rationale Not relevant

Criteria Not relevant

Other Not relevant

### Forms of co-ordination

Mode of co-ordination Not relevant

Degree of co-ordination Not relevant

### Enforcement of collective agreements

Sector-level agreements Firm-level agreements

Do agreements typically include a peace clause?

Not relevant

Peace clause is not applicable; lockouts are illegal if they occur while a collective agreement is in force, unless employees believe on reasonable grounds action is justified on grounds of health and safety.  
Yes

Do agreements typically include a mediation/arbitration procedure?  
Is it compulsory?

Not relevant

Not relevant

Yes, they are required by law to include a plain language explanation of the services available for the resolution of employment relationship problems. Additional mediation procedures (which may be compulsory) can be included.

**Worker representation at the workplace** Union or union representatives.

### Board-level employee representation

Public sector Not relevant

Private sector Not relevant

Scope Not relevant

Proportion/number of workers' representatives Not relevant

Nomination of candidates Not relevant

Appointment mechanism Not relevant

ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT  
PARIS, SEPTEMBER 2017