**Facilitation of Union Stop-Work Meetings**

These guidelines apply to stopwork meetings as provided for by Section 26 of the Employment Relations Act and as further provided for by Collective Agreements.

The rights of employees to freely associate and to attend stop-work union meetings are fundamental. By their very nature stop-work meetings will be more or less disruptive to the employer’s business, but they are called from time to time because they are essential to empowering and enabling all union members to participate in the decision-making processes of the union.

**The law**

Under s 26 of the Employment Relations Act 2000, employers must allow all union member employees to attend at least 2 union meetings (each of a maximum of 2 hours’ duration) in each calendar year which will be paid as normal work time.

In exchange, unions need to provide employers with at least 14 days’ notice and work together with the employer to arrange for as many union members as possible to attend while also ensuring that the provision of critical services continues.

**Union Obligations**

The union will do its best to provide as much advance notice of any planned stop-work meetings as possible. In practice, we usually give employers several weeks’ notice. We do this in good faith and in the expectation that employers will reciprocate this gesture by proactively working with the union in a responsive and communicative manner, as is required of them under s 4 of the Act. For example, it may be useful for the employer to have a guesstimate of the number of union members it is believed will be attending the meeting to help with planning.

**Union expectations**

We note the Employment Court’s rulings that:

* Section 26 is principally intended to benefit unions and union members.
* Stop-work meetings are not intended to be cost-neutral to employers.[[1]](#footnote-1)
* As a matter of law, the date and time of a scheduled meeting cannot be objected to by an employer once 14 days’ notice or more has been given.

We do not consider it in accordance with the duty of good faith required under the Act for an employer to fail to work with a union in a constructive and timely manner to ensure that as many union members as possible are available to attend scheduled stop-work meetings. This is especially so where we have given an employer ample notice. A number of things arise from this:

* Employers should not ‘sit on their hands’ during the notice period so that a stop-work meeting becomes needlessly disruptive to the business, nor should they be obstinate about rescheduling non-essential services to make time for the meeting.
* In general, we expect that all services capable of being rescheduled or delayed without putting patients’ at risk should be rescheduled to allow for workers’ attendance for the duration of the stop-work meeting. This extends to any non-urgent and elective surgeries, clinics and other scheduled duties. As a litmus test, if a patient can “wait” for other reasons (e.g. absences of staff, ancillary resource limitations etc) then they can “wait” to facilitate a stop work meeting.

Given it is incumbent upon both parties to facilitate the maximum possible attendance at such a meeting we expect that only a few, essential staff will therefore be absent from any stop-work meeting.

Thank you for your consideration.

1. *Greenlea Premier Meats Ltd v New Zealand Meat & Related Trade Union Inc* AC27A/06 [2006] NZEmpC 54. [↑](#footnote-ref-1)