

Employment rights

Employment agreements and minimum entitlements

Employment Agreements:

What the Law Says Needs to be in our Employment Agreements

The law says employment agreements need to include:

- **Names** which are the names of the employer and the employee.
- **Work description** of the work and tasks of the role.
- **Place** meaning where the workplace will be for the job.
- **Hours** - the hours and days you are to work per week and the working times.
- **Pay** is the wages or salary the employee will be paid.

A person who is over 16 years old needs to be paid at least the minimum wage that applies.

The current minimum wage rates below are before tax. These rates are from 1 April 2025:

Adult	\$23.50	
Starting-out	\$18.80	This are for teenagers 16-19 years old and there are strict rules around this.
Training	\$18.80.	This is for people 20 years old or over, who are required to undertake approved training to become qualified to do the job (e.g. apprentices). There are strict rules around this

- **Rates for public holidays.** Employees must be paid for a public holiday if it is a day they would usually work. If they work on a public holiday, they must be paid at least time-and-a-half as public holiday pay.
- **Protection in restructuring** – for most industries, the employment agreement should say what is to happen if the employer's business is restructured. This includes if someone new takes over the employer's organisation.

The employment agreement:

- Should outline what would happen if there are big changes for the future of the staff or other roles.
- **Processes for sorting out problems** – What happens when there are problems.
- Steps to take to help fix problems and disagreements. These may be over parts of the employment agreement.

Other Items in Employment Agreements

These don't HAVE to be in an agreement, but the law says you are still entitled to them. These are the minimum entitlements:

Leave Entitlements

This is a simplified version of what is in the Holidays Act.

Check for yourself before signing, or get someone to help.

Often there are rules attached. There are different types of leave such as:

- **Annual Leave** - 4 weeks paid holidays at least after 1 year in the job
- **Public Holidays** - Time and a half for hours worked and an extra day's leave.
- **Sick leave** - This entitlement is for 10 days per year currently.
It depends how long you have worked with the same employer and entitlement date.
Sick leave can become a discipline problem, so be careful. Tell your employer ASAP if you are sick.
- **Bereavement leave** - 3 days paid leave for when an immediate family member dies.
1 day paid leave when someone outside the immediate family dies.
- **Parental leave** - There is paid and unpaid leave when you have a baby.

Wages

- The law has set out the minimum pay that employees have to be paid.
- Your pay must be paid in full and on time as stated in your employment agreement.
- Employer can't control the way wages are spent.
- If you don't understand why money is being taken out of your pay, ask your employer or a support person to explain.
- The law says if you ask for your pay slips, the employer has to give that to you.

Health and Safety

- The law says you have the right to a healthy and safe workplace.
- Both the employer and employee have to work together to make sure the workplace stays safe and that people also stay safe.
- This means you have to tell your employer if any safety problems happen, or if anyone gets hurt.
- These are part of an employee's responsibilities for work.

Reasonable Accommodations

Reasonable Accommodations are things you can ASK for, but not demand. These are changing the way things are usually done so that you be helped and can do the tasks in your job.

Some examples of reasonable accommodations are:

- Changes to the physical environment (the desk, moving obstacles)
- Changes to the tasks in the role
- Getting someone else to do elements of the role (job sharing roles)
- Changing work hours (later starts or flexible hours)

You can talk to your employer about accommodations you might need to do the job.

Employers can say no to reasonable accommodations requested, for certain reasons – such as health and safety.

90 Day Trials

Workers are hired and may be put on a trial for 90 days - which means the job may or may not continue after the trial period.

- If the employer wants to do this, they must include it in the employment agreement they offer which is between them and the employee.
- You must be told that a 90-day trial applies to the job.
- Once employment has been offered and accepted, the trial period then applies.
- The employer is not allowed to make your job a 90-day trial after you have already signed the employment agreement and started work.
- The 90-day trial applies from the beginning of your job.
- Employers can end your job during or at the end of the trial period.
- An employee generally cannot challenge such decisions.
- Discrimination rights still apply if an employee feels that their job ends due to discrimination.
- Discrimination is where you are treated differently in a job because of something about you (race, ethnicity, gender, disability) and this leaves you worse off.
- If an employee finds there are discrimination issues and is being fired, then they could seek advice on taking up a complaint.

Further help and more information

Human Rights Commission (HRC) Te Kāhui Tika Tangata

Provide Free service

Contact HRC to ask about discrimination issues, via:

Phone: 0800 496 877

TXT only: 0210 236 4253

Website: www.hrc.co.nz/enquiries-and-complaints

Employment NZ

[Ministry of Business Innovation & Employment] (MBIE)

Free phone: 0800 20 90 20

Website: www.employment.govt.nz/

Aotearoa Disability Law (ADL)

Phone: 09-257 5140

Website: www.adl.org.nz

Email: info@adl.org.nz

TXT only: 027 457 5140

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