



9. FACT SHEET ON PEOPLE: VOLUNTEERS, EMPLOYEES AND CONTRACTORS

This fact sheet outlines:

- *the differences between volunteers, employees and independent contractors, and an organisation's obligations and potential liability in relation to these people*
- *obligations in relation to ACC cover for work-related personal injury to employees and volunteers*
- *the system of certification and registration of people and organisations that provide health and disability services, including hospitals and rest homes.*

VOLUNTEERS

Who is a volunteer?

The word "volunteer" is not defined in most legislation, but is generally used to mean a person who chooses to work for the good of the community or some public benefit, and who is not paid or otherwise rewarded for this work and does not expect to be. The term is not used to include people doing on-the-job training.

"Volunteer" is specifically defined in the Health and Safety in Employment Act 1992. That Act distinguishes between different types of volunteers and imposes different duties on organisations for each type. See *Fact sheet 10 – Health and safety*. The Human Rights Act 1993 also uses an expanded definition of "employment" that includes volunteers: see *Fact sheet 11 – Human rights and discrimination*.

Obligations owed to your volunteers

Organisations that are not employers owe their volunteers a general duty of care under the common law. Organisations should therefore adopt a series of good practices to ensure that volunteers are safe while undertaking voluntary work for an organisation. Volunteers working independently outside any organisational structure should also adopt those practices for themselves. See *Fact sheet 16 – Torts (civil wrongs) and criminal offences*.

Organisations also owe specific duties to their volunteers under the Health and Safety in Employment Act 1992. Other volunteers are owed a lesser duty. See *Fact sheet 10 – Health and safety*.

Some of the Acts that protect employees apply also to volunteers – see the section "Statutes setting out rights and protections" for employees below.

Liability for volunteers' conduct

An organisation will be liable for the negligence or other torts (civil wrongs) of a volunteer who is acting in the course of their activities on the organisation's behalf.

It is irrelevant that the volunteer is not an employee and is not being paid for their services. The key issue is whether the person was acting on behalf of the organisation at the relevant time. For example, the organisation may be liable for the negligent conduct of a volunteer driver while the driver is doing deliveries for the organisation; but the organisation will not be liable for the volunteer's conduct when he or she is driving home at the end of the day.

Organisations should exercise all reasonable care when taking on volunteers for specialist or expert roles. Failing to do so may expose the organisation to liability. For example:

- Although social workers are not required to be registered under the Social Workers Registration Act 2003, it is good practice to ensure that volunteers in this role are registered with the Social Workers Registration Board because registration gives you an assurance of their competence.
- Under the Health Practitioners Competence Assurance Act 2003, health practitioners must act within their scope of practice, which is defined by the relevant authority for the particular profession. Certain practices and health services may be performed only by registered health practitioners (some health practitioners will also be required to hold a practising certificate). You should therefore ensure that any health-related service is performed by an appropriate person.
- Council permits are required for particular activities, such as working on roofs or fundraising in the street.

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For more information about civil liability generally, see *Fact sheet 16 – Torts (civil wrongs) and criminal offences*.

Reimbursement of volunteers' expenses

Organisations often refund expenses incurred by their volunteers while carrying out their volunteer duties. For instance, a volunteer may be reimbursed for the actual cost of buying a bus ticket for work-related travel, or be paid \$5 for each working day as reimbursement for the estimated cost of buying lunch.

As a general rule, it is always best to refund actual and reasonable expenses for which the volunteer has receipts, rather than giving an allowance. Organisations should reasonably estimate the cost of mileage when refunding expenses to their volunteers who use their own vehicle for travel. As a guide, organisations can use the rates published by a reputable independent New Zealand source representing a reasonable estimate, such as the New Zealand Automobile Association Inc mileage rates. Organisations can also use the rates published by the Inland Revenue in their February 1996 *Tax Information Bulletin* (Vol 7, No 8).

If your organisation is making reimbursement payments to volunteers there are a number of laws you need to consider. For example:

- **Tax laws** – Reimbursement payments are treated as tax-exempt income (the volunteer will not need to pay income tax), provided that the payment is based either on actual expenditure or a reasonable estimate of the likely cost. See *Fact Sheet 8: Taxation* for more information.
- **Honoraria** – Some organisations make “honoraria” payments to their volunteers. Honoraria are payments paid for volunteer services where no fixed payment (e.g. wages) would normally be made. Honoraria payments are not tax-exempt and treated as taxable income. For more information see *Fact Sheet 8: Taxation*.
- **Immigration** – If a visitor to New Zealand (on a visitor’s permit) receives a “gain or reward”, they must hold a work permit. If expenses reimbursed to a volunteer are not “actual and reasonable”, they may be considered to be a “gain or reward”.

- **Driver licensing** – You must hold a passenger service licence and have a “P” (passenger) endorsement on your driver licence if you carry passengers in your own car, are reimbursed for your expenses, and are not doing so for an area health board, local authority or incorporated charitable organisation. For further information refer to Land Transport NZ’s fact sheet 18, *Volunteers transporting passengers* available from www.landtransport.govt.nz.
- **Benefits** – If your volunteer is a beneficiary, reimbursement of expenses that are not “actual and reasonable” may be considered to be income. If the volunteer’s income is more than \$80 a week, their benefit may be affected.

EMPLOYEES

Who is an employee?

An employee is any person employed under an employment agreement (sometimes called a “contract of service”). An employee can be employed on a full-time, part-time or casual basis. Home-workers are defined as employees by the Employment Relations Act 2000.

Distinguishing between employees and independent contractors

Sometimes it is not clear if a person is an employee, or an independent contractor. An independent contractor is self-employed and provides services under a “contract for service”. The distinction between an employee and an independent contractor is important, as employers have many legal obligations to their employees, but not to contractors.

Factors to consider in deciding if a person is an employee or an independent contractor include

- Who controls the hours worked
- Whether income tax and ACC premiums are paid by the employer or by the worker as part of their business
- Whether the employer or the worker provides materials and equipment

Read more about independent contractors in the next main section of this Fact Sheet.

Liability for employees' conduct

An organisation will be liable for the negligence

or other torts (civil wrongs) of an employee who is acting in the course of their employment. For more information see *Fact sheet 16 – Torts (civil wrongs) and criminal offences*.

All reasonable care must therefore be taken when employing professional and expert staff. Failing to do so may expose the organisation to liability. See “Liability for volunteers’ conduct” above for examples of social workers, health practitioners and council permits.

Employment relationships

Duty of good faith

The Employment Relations Act requires parties to an employment relationship to deal with each other in good faith and not to do anything that would, or would be likely to, mislead or deceive each other, whether directly or indirectly.

The duty has a wider scope than the obligations of mutual trust and confidence that the Court implies into all employment relationships. It requires the parties to be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive and communicative.

If a party fails to comply with their duty of good faith, they may be liable to a penalty under the Act if:

- the failure was deliberate, serious and sustained, or
- the failure was intended to undermine one of the following:
 - bargaining for an individual employment agreement or a collective agreement
 - an individual employment agreement or a collective agreement (including by passing on terms and conditions agreed to in a collective agreement to an individual agreement or another collective agreement)
 - an employment relationship.

Union rights

A union is entitled to represent its members in relation to any matter involving their collective interests as employees.

From 1 April 2011 union representatives require the consent of the employer before entering a

workplace. The employer cannot unreasonably refuse access and must respond to a request as soon as possible (no later than the day after the request was made).

If an employer refuses union access, they have two working days to provide the union representative with a written explanation of their reasons why consent was withheld.

Employers must allow union members to attend two union meetings a year and to pay them while they are at the meeting. Employees are also entitled to paid employment relations education leave. The Employment Relations Act provides a formula for calculating this.

Initiating bargaining for a collective agreement

A collective agreement is an agreement between a particular group of employees, their employer and their union. The agreement covers pay and conditions and is negotiated between union representatives and employers on the employees’ behalf.

Previously, only registered unions and employers could bargain for collective agreements. The Employment Relations Act 2000 required them to bargain in good faith.

From 1 April 2011 employers can communicate directly with employees during collective bargaining, without the requirement that union representatives be present. This means, for example, the employer can present their proposals for the collective agreement directly to their employees.

All communications must consistent with the duty of good faith.

If there is a collective agreement in force, a union must not initiate bargaining earlier than 60 days before the date on which the collective agreement expires. An employer must not initiate bargaining earlier than 40 days before the date on which the collective agreement expires. An employer who initiates bargaining or receives a notice initiating bargaining must, within 10 days, draw the attention of all employees to the existence and scope of the bargaining and to the intended parties.

Unions can initiate bargaining with two or more employers for a single collective agreement, or two or more unions can propose to initiate bargaining with one or more employers for

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a single collective agreement. The minimum number of employers needed for negotiations is one.

Different timeframes may apply where there are one or more applicable collective agreements in force that bind one or more unions or one or more employers.

Good faith bargaining

Good faith bargaining for a collective agreement requires the union and employer:

- to do their best to agree on a process for bargaining as soon as possible after bargaining is initiated
- to meet with each other
- to consider and respond to each other's proposals
- to recognise the role and authority of any person chosen to be the other party's representative or advocate
- not to bargain (directly or indirectly) with those for whom the representative or advocate is acting, unless the other party agrees.

Strikes and lockouts

Strikes and lockouts are unlawful if a collective agreement is in force, or until the parties have been negotiating for a new collective agreement for at least 40 days. It is legal for employees to strike for a multi-employer collective agreement (although "sympathy" strikes are unlawful). It is also lawful for employees to strike on health and safety grounds.

During a strike or lockout, an employer may employ another person to perform the work of a striking or locked-out employee if the person:

- is already employed by the employer when the strike or lockout begins
- is not employed principally to perform the work of a striking or locked-out employee, and
- agrees to perform the work.

An employer may also employ or engage another person to perform the work of a striking or locked out employee if this is necessary for health and safety reasons and the person performs the work only to the extent necessary on those grounds.

Individual employment agreements

When a new employee is not a union member and there is an applicable collective agreement, the terms and conditions of the collective agreement apply for the first 30 days of the individual agreement. After that, the parties can choose to vary the individual agreement, but they cannot agree to do this at the start of the employment.

The new employee must be told about the collective agreement covering their work and must be given a copy of it. They must also be told that they can join the union and how to contact the union, and that the collective agreement will apply if they join the union. If the employee agrees to the union knowing that he or she has entered into an individual agreement, the employer must inform the union of this as soon as is practicable. When there is no applicable collective contract, the employer and employee may agree to the terms and conditions that will apply to the individual employment agreement.

Trial periods

Since 1 March 2009, employers employing less than 20 staff have been able to employ new employees under a 90-day trial period. From 1 April 2011 this applies to all workplaces.

During the trial period, employees can be given notice at any time and cannot bring a personal grievance on the grounds of unjustified dismissal.

Trial periods are voluntary, which means that the trial must be agreed to by the employer and the employee at the time of hiring. Employers can choose not to employ new workers under a trial period.

Trial periods must be agreed to by both parties in good faith, and this includes the employer considering and responding to any issues raised by the employee.

Trial periods must be agreed to in writing and must be part of a signed employment agreement.

During a trial period employees have exactly the same rights, protections and entitlements as all other employees. These include the right to minimum wage, health and safety protections, and annual and sick leave.

Although employees employed under a trial period cannot bring a personal grievance for unjustified dismissal but, they can still pursue a personal grievance on other grounds, for example, sexual or racial harassment or discrimination.

Personal grievances and employment disputes

All employment agreements must include a plain language explanation of the services available for resolving employment relationship problems. This explanation must include a reference to the 90-day time limit for raising a personal grievance.

Mediation is the primary focus for resolving employment problems. Parties can use the Employment Relations Service (Department of Labour) mediation service or a private mediator. Disputes that cannot be resolved through mediation can be taken to the Employment Relations Authority – this is an investigative body that resolves employment problems by establishing the facts and deciding disputes on the substantial merits of the case. The primary remedy under the Employment Relations Act 2000 is to reinstate the aggrieved employee to their former position.

The Employment Court hears appeals from decisions of the Employment Relations Authority or when the parties apply to have the dispute heard in the Employment Court in the first instance, on the grounds that the matter is of high public importance or relevant to a number of different parties.

Sexual harassment

Sexual harassment is illegal under the Employment Relations Act and employers have responsibilities to protect employees from it. An employee can take a personal grievance against their employer (or complain under the Human Rights Act 1993) if they've been sexually harassed by:

- their employer, or
- a co-worker or one of the employer's clients or customers and the employer hasn't taken action to make sure it doesn't happen again.

Minimum Employment Rights

All employment agreements must include a number of minimum employment rights. These are rights and obligations that apply to every employment relationship. Employers and employees can agree to additional rights (for example, an additional week of annual leave), but cannot agree to less than the minimum.

- **Employment Agreements** – Every employee must have a written employment agreement. This can be an individual or a collective agreement.

From 1 July 2011 employers must provide employees with a copy of their signed employment agreement. If the agreement has yet to be signed (for example if there are terms and conditions still to be agreed, the employee can request an unsigned copy. Employers must also keep a copy of the employment agreement.

- **Union Membership** – Employees have an absolute right:
 - to choose to join a union or to choose to not join a union
 - to join a particular union in preference to joining some other union
 - to resign from a union.

It is illegal for anyone to use "undue influence" to try to make another person join or not join a union or to resign from a union. This may include:

- an employer threatening to make life difficult for, or dismiss, someone unless he or she resigns from a union.
- union members engaging in actions to intimidate non-members, or vice versa.
- **Health and Safety** – The Health and Safety in Employment Act provides that all employers and employees have health and safety rights and obligations in their workplace. Employers must provide a safe workplace and employees have to take reasonable steps to keep themselves safe. For more information see Face Sheet 10: Health and Safety
- **Minimum Wage** – The Minimum Wage Act sets minimum rates of pay for all employees. There are three levels of minimum wage:

- the adult minimum wage – paid to all employees aged 16 years or over and who are not new entrants or trainees

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- the new entrants minimum wage which can be paid to employees aged 16 or 17 until they have completed either 200 hours or 3 months employment
- the training minimum wage which can be paid to employees over 16 doing recognised industry training

Note that minimum rates of pay change regularly.

Check current minimum wage rates at www.ers.dol.govt.nz

- **Annual Leave** – All employees are entitled to four weeks paid annual leave after their first year of employment. Employees are entitled to take at least two of their four weeks as one block.

It is usually up to employers and employees to agree when the leave is taken but there are special rules for workplaces that have an annual close-down period. If a workplace regularly closes down at the same time every year, they can require their employees to take annual leave during this period.

From 1 April 2011, employees can request to “cash-in” up to one week of their annual leave. The employee is still entitled to four weeks paid leave but can ask to work and receive payment for all or part of one of those weeks.

Employees have to ask their employer for this in writing. The employer must reply, also in writing, within a reasonable time. An employer can turn down an employee’s request and does not have to give a reason why.

The opportunity to “cash-in” up to one week’s annual leave is voluntary for both employers and employees. Workplaces can develop a policy not to consider requests.

- **Public Holidays** – There are 11 public holidays observed in New Zealand each year and all employees are entitled to a paid day off on those days – if the public holiday falls on a day they would normally work. Employees who are required to work

on a public holiday are entitled to be paid time and a half.

From 1 April 2011 employers and employees can agree to transfer the observance of a public holiday to another working day. This means, for example, an employee could request to have the observance of Boxing Day transferred to another working day.

- **Sick Leave** – All employees are entitled to five days paid sick leave every year (once they have been in the same job for six months). Sick leave can be used if the employee is ill or injured or if a dependent (for example, a child, spouse or partner, or parent) is sick or injured and requires care.

From 1 April 2011 an employer can ask for proof of illness or injury within the first three days of sick leave, (even if there are no reasonable grounds for thinking the employee’s injury or illness is not genuine).

Employers wanting proof of illness have to tell the employee this as soon as possible, and agree to meet the employee’s “reasonable expenses” of getting a medical certificate. This is likely to mean the cost of the employee’s visit to their GP. Employers can ask for proof of a dependent’s illness or injury if that is the reason for the employee’s sick leave, and again must agree to meet the expenses of a medical certificate.

- **Bereavement Leave** – All employees are entitled to paid bereavement leave (once they have been in the same job for six months). Employees are entitled to three days’ leave on the death of a spouse, parent, child, sibling, grandparent, grandchild or parent in law. The leave does not need to be taken as three consecutive days.

Employees may also be entitled to one day’s leave on the death of another person if the employer agrees that the employee has “suffered a bereavement”. In other words, if the employee had a close relationship with, or a responsibility to

the person who has died.

- **Paid Parental Leave** – Employees who have worked for the same employer for at least 10 hours/week for at least six months are eligible for up to 14 weeks paid parental leave on the birth or the adoption of a child. The leave can be taken by either female or male parents and can be shared between two parents.

Employees who have worked for the same employer for at least 12 months may also be entitled to up to 52 weeks parental leave. This extended leave is unpaid.

Employers cannot dismiss or discriminate against an employee on the grounds of pregnancy or taking parental leave.

- **Flexible Working Arrangements** – Employees who have worked for the same employer for six months and who are responsible for the care of another person (for example, a child, elderly parent or ill family member) have the right to request flexible working arrangements. This could be a change to the hours or days worked, job-sharing or to be allowed to work from home.

Currently the right to request flexible working arrangements only applies to employees with caring responsibilities. However, workplaces are free to develop their own policy around flexible working arrangements for all employees.

For more information see Employment Relations (Flexible Working Arrangements) Amendment Act 2007 or visit www.ers.dol.govt.nz

- **Rest and Meal Breaks, and Breastfeeding** – All employers must provide employees with paid rest breaks and unpaid meal breaks. For example, employees working a six to eight hour shift are entitled to two paid 10 minute breaks and one unpaid 30 minute meal break. This Act also requires employers to provide breaks and facilities for employees who want to breastfeed their babies or express milk in the workplace.

Other statutes setting out rights and protections

- **Criminal Records (Clean Slate) Act 2004** – Under this Act, an individual who has a minor conviction and has not re-offended for seven years does not have to declare this information in most circumstances. This applies to employees, job applicants, volunteers and contractors. This does not apply to sexual offending. Full criminal records will still be available during Police investigations or Court proceedings, when applying for a firearms licence or for sensitive types of employment, such as the care of children or national security.
- **Equal Pay Act 1972** – This prohibits employers from differentiating between employees solely on the basis of sex in areas such as conditions of work, fringe benefits and opportunities for training, promotion and transfer.
- **Human Rights Act 1993** – This prohibits discrimination against employees and job applicants on certain grounds. The Act also applies to volunteers and contractors. See *Fact sheet 11 – Human rights and discrimination*.
- **Immigration Act 1987** – All employers must ensure that tax code forms completed by the employee include a signed declaration that the employee is entitled to work for that employer. Non-residents require a work permit to work in New Zealand.
- **Privacy Act 1993** – This contains rules for the collection, storage, disclosure and use of personal information about employees, and also volunteers and contractors. See *Fact sheet 12 – Privacy*.
- **Wages Protection Act 1983** – This requires employers to pay the employee the entire amount of wages payable, unless the employer is entitled to make certain authorised deductions.

INDEPENDENT CONTRACTORS

Who is an independent contractor?

An independent contractor is someone who is in business on their own account and who is engaged under a “contract for services”. Employees, by contrast, are engaged under a “contract of service”. See the section “Distinguishing between employees and independent contractors” above.

Liability for independent contractors

An organisation is not generally liable for the wrongful acts or omissions of an independent contractor. The organisation will be liable if the contractor had express or implied authority to act on the organisation's behalf:

- “Actual authority” means there is a written document, such as a contract, a list of instructions or a board resolution, giving the contractor the right to act on the organisation's behalf.
- “Apparent authority” is less explicit. It may be a spoken comment, or simply acting in a way that implies that the contractor has the authority to make binding agreements for the organisation. (Officers of an organisation usually have implied authority.)

See also *Fact sheet 18 – Contracts*.

Obligations owed to independent contractors

In general, an organisation's obligations towards independent contractors are determined by the terms of the particular contract with them.

Independent contractors are usually not protected by the Employment Relations Act and the other employment-related protective statutes. However, there are exceptions to this – for example, the various protective statutes extend their coverage to home workers on contracts for services. For other exceptions, see the section above “Statutes setting out rights and protections” for employees.

Contractors may not discriminate

Independent contractors may not discriminate against customers on the basis of any of the prohibited grounds of discrimination set out in the Human Rights Act – see *Fact sheet 11 – Human rights and discrimination*.

ACC COVER

The Accident Compensation Corporation (ACC) administers New Zealand's accident compensation scheme, which provides personal injury cover for all New Zealand citizens and residents and for temporary visitors to New Zealand. In return, people do not have the right to sue for personal injury, other than for exemplary damages.

ACC LEVIES

ACC provides cover and entitlements for work-related personal injury suffered by employees. Every employer is required to pay ACC levies to fund this. There are penalties for late payment.

ACC levies are set by regulations according to industry and sub-industry classifications. Some employers may qualify for reductions in levies where they meet the requirements of workplace safety audits carried out by ACC.

ACC Support

ACC can provide support to employers when an employee is injured, whether injury is work-related or not. For example, ACC can provide assistance in managing injured employees, and in creating return-to-work programmes.

“Accredited employers”

Some employers may qualify for an “accredited employer”, or “partnership”, programme. This allows qualifying employers to meet the cost of cover, injury prevention, case management and payment of entitlements to injured staff for set periods in return for a reduced premium.

Qualifying employers must, among other things:

- have appropriate experience in managing occupational health and safety issues positively
- demonstrate commitment to injury prevention and understanding
- show awareness of the importance of rehabilitation and the employer's involvement in it
- have appropriate policies and procedures to prevent work-related personal injuries
- have adequate resources, policies and procedures to manage work-related injury claims and to promote and manage rehabilitation.

Entitlements for employees with work-related injuries

Employees who suffer work-related personal injuries (including those incurred in work-related motor vehicle accidents) are entitled to:

- treatment costs
- weekly compensation of 80 per cent of earnings lost by the employee as a result of the incapacity

- rehabilitation, including social and vocational rehabilitation
- an independence allowance (if there is permanent impairment)
- payments to family members in the case of fatal injuries.

An employee is entitled to compensation for loss of earnings during the first week of incapacity, if the employee:

- has an incapacity resulting from a work-related personal injury, and
- was an employee immediately before her or his incapacity.

When an employee has more than one job, the employer at the job where the employee suffered the injury must pay the first week's compensation to cover all lost earnings, including those lost in other employment.

Non-work injuries

The cost of non-work injuries of employees is met from an earner's levy charged on an employee's earnings. An employer must deduct from an employee's earnings the prescribed earner's levy.

The Inland Revenue collects a residual claims levy from every employer. This meets the ongoing cost of treating and rehabilitating people for work injuries before 1 July 1999 and non-work injuries sustained before 1 July 1992.

Returning to work

When an employee returns to the same job with the same employer, employers must take all practicable steps to assist their rehabilitation.

If an employee is unable to return to the job they had before the injury, they may undergo an initial occupational assessment to determine suitable work for them, based on their transferable skills. An initial medical assessment will determine whether they are capable of doing the types of work indicated by this occupational assessment.

When the rehabilitation in the employee's individual rehabilitation plan has been completed, the employee will be required to undergo a vocational independence assessment to decide whether they can work for 35 hours or more in work to which they're suited by their experience and training. If they can do this, their weekly compensation will stop after three months. If they are unable to find a job, they will need to apply to Work and Income for a benefit.

Reviews

An employer may apply for an independent review of an ACC decision that an employee's injury is a work-related personal injury suffered during employment with that employer.

Volunteers and ACC cover

ACC cover for volunteers is more limited than for employees:

- ACC will cover the cost of treatment for any injury suffered by a volunteer, whether it was suffered during their voluntary work, in their paid employment, or in any other situation. They may also be entitled to "social rehabilitation" – for example, home help and child care.
- Volunteers are not entitled to weekly compensation if they are injured while doing voluntary work and are not in any paid employment. This is because they have not lost any income.
- If a volunteer is injured while doing voluntary work and has to take time off their paid employment, they are eligible for weekly compensation from the second week of their time off work. Neither ACC, their employer nor the organisation for which they volunteer are liable to pay compensation for the first week off work.

CERTIFICATION OF HEALTH AND DISABILITY SERVICE PROVIDERS

The Health and Disability Services (Safety) Act 2001 replaced the licensing of hospitals and rest homes and the registration of residential care homes with a system of certification of people and organisations that provide health and disability services. The Act covers a wide range of services and buildings and a wide range of governance issues. The Ministry of Health manages the certification system and audits service providers.

All hospitals, old people's homes and homes for people with disabilities must meet the following standards:

- Health and disability sector NZS8134: 2008
- Infection control NZS8142: 2000
- Restraint minimisation and safe practice NZS8143: 2001.

- Those providing mental health services must also meet National mental health sector standard NZS8143: 2001.

NOTES

RESOURCES

Fact sheets

- Fact sheet 8 - *Taxation*
- Fact sheet 10 - *Health and safety*
- Fact sheet 11 - *Human rights and discrimination*
- Fact sheet 12 - *Privacy*
- Fact sheet 16 - *Torts (civil wrongs) and criminal offences*
- Fact sheet 18 - *Contracts*

Websites

www.acc.co.nz

The Accident Compensation Corporation website has more information on ACC cover, its levies and the responsibilities of organisations.

www.ers.dol.govt.nz

The Employment Relations Service of the Department of Labour provides information on the areas of employment law discussed in this fact sheet. The site also provides an online facility to help you build your employment agreements.

www.legislation.govt.nz

This website provides access to all the legislation referred to in this fact sheet.

www.moh.govt.nz/certification

The Ministry of Health provides an online system for applying for certification and ongoing registration.

www.neon.org.nz

The National Equal Opportunities Network has information about sexual harassment and other topics relating to equal opportunities.

Publications

Copies of the relevant standards and workbooks may be purchased from Standards New Zealand. Call 0800 735 656 or 04 498 5991.

Land Transport NZ's fact sheet 18, *Volunteers transporting passengers*, available from www.landtransport.govt.nz.

