

Submission

FAIR PAY

Submission to:

Ministry of Business, Innovation & Employment

27 November 2019

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Administration

Submission Form

Email the completed submission form to: FairPayAgreements@mbie.govt.nz

Use and release of information

FOA agrees that this submission may be released.

Privacy

FOA agrees that its name may be included if MBIE publishes the submissions or a summary of submissions.

Submitter information

What is the name of the person completing this submission?

Glen Mackie

If you are submitting on behalf of an organisation, what is the name of that organisation?

Forest Owners Association

Please indicate if you would like your name and/or organisation details to remain confidential if we publish your submission or a summary of submissions.

Yes, do not publish my name with my submission.

No, publish my name with my submission.

Please provide us with at least one method of contacting you, in case we need to discuss your submission further.

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Alternative

What sector(s) does your submission most closely relate to, if applicable? (for example, which sector you may work, operate or be a representative in)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Agriculture, forestry and fishing | <input type="checkbox"/> Information media and telecommunications |
| <input type="checkbox"/> Mining | <input type="checkbox"/> Financial and insurance services |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Rental, hiring and real estate |
| <input type="checkbox"/> Electricity, gas, water and waste services | <input type="checkbox"/> Professional, scientific and technical services |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Administrative and support services |
| <input type="checkbox"/> Wholesale trade | <input type="checkbox"/> Public administration and safety |
| <input type="checkbox"/> Retail trade | <input type="checkbox"/> Education and training |
| <input type="checkbox"/> Accommodation and food services | <input type="checkbox"/> Health care and social assistance |
| <input type="checkbox"/> Transport | <input type="checkbox"/> Arts and recreation services |
| <input type="checkbox"/> Other _____ (please specify) | |
| <input type="checkbox"/> N/A | |

Which of the following most closely describes your perspective as a submitter?

- | | |
|---|--|
| <input type="checkbox"/> Employer | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Union representative | <input type="checkbox"/> Sector representative |
| <input checked="" type="checkbox"/> Employer body | <input type="checkbox"/> Local government |
| <input type="checkbox"/> Other _____ (please specify) | |

We want to ensure we are hearing views from a range of stakeholders. If you or your organisation identifies with an ethnicity, you can choose to indicate this below.

- | | |
|---|---|
| <input type="checkbox"/> Māori | <input type="checkbox"/> New Zealand European |
| <input type="checkbox"/> Samoan | <input type="checkbox"/> Cook Island Māori |
| <input type="checkbox"/> Tongan | <input type="checkbox"/> Niuean |
| <input type="checkbox"/> Chinese | <input type="checkbox"/> Indian |
| <input type="checkbox"/> Other _____ (please specify) | |

The Forest Owners Association

The New Zealand Forest Owners Association Incorporated (FOA) is the representative membership body for the commercial plantation forest growing industry. FOA members are responsible for the management of approximately 1.2 million hectares of New Zealand's plantation forests and over 80% of the annual harvest.

In 2018, the forest growing sector was worth \$6.38 billion in export value and is a 12% share of rural land use.

We note that, an FPA covers base entry conditions to a sector or industry. An individual company can offer conditions exceeding those in the FPA as part of their management response to secure a high quality workforce.

Submission

Questions that relate to initiating an FPA

When an FPA can be initiated	
1.	<p>Do you think that either a representation or a public interest test is needed to initiate an FPA? Or do you think that applicants should need to pass both a public interest test and a representation test to initiate an FPA? If not, what would you recommend instead?</p> <p><i>Bargaining should be able to be triggered by workers or employers if either a representation test or a public interest test is met – this is as per the Working Group recommendation.</i></p>
The representation threshold test	
2.	<p>Is 10% a reasonable threshold to ensure that applicants have some support from their sector or occupation before negotiating an FPA? If not, what do you think a reasonable threshold would be?</p> <p><i>A representation threshold of 10% is appropriate - as per the Working Group recommendation.</i></p>
3.	<p>How should an applicant group need to prove that they have reached a representation threshold? (such as through signatures, membership etc.)</p> <p>A list of signatures with contact details to allow a % to be verified that they did vote, and are part of the appropriate sector. Verification to be by an independent third party.</p> <p>A union should not be able to vote its membership en-block.</p>
4.	<p>Do you think applicants should be able to trigger bargaining by gaining a set number of supporters? If so, what do you think an appropriate number would be?</p> <p><i>A set number sets up inconsistencies according to the size of a sector. Not supported.</i></p>
5.	<p>Do you think that employers should be able to initiate an FPA bargaining process in their sector?</p> <p><i>An employer should be able to initiate a FPA bargaining process.</i></p>
6.	<p>How should employers be counted in a representation test – by number or by proportion of the relevant employees that they employ?</p> <p>One vote per employer. NOT by employee number as this would disadvantage smaller employers. A large employer can still encourage their workers to vote for a FPA to achieve the 10% threshold.</p>

7.	If employers are counted by number, what do you think would be the best way to classify and count them?
	See 6.
The public interest test	
8.	What problems do you think an FPA is best suited to address?
	There should be no Public Interest test. Work in a sector may range from temporary to permanent, precarious to stable. Classifying a sector via such criteria is open to unintended consequences or error. Very difficult to enact in practice due to the wide range of unique factors within and between sectors.
	The press/media are a very poor way to assess whether there are issues in a sector. By definition, areas of conflict are highlighted. The areas of good operation make poor reporting and are largely invisible. The only way to assess if a sector requires a FPA is via a vote by participants.
9.	What do you think should need to be demonstrated by an applicant group to prove that an FPA will be in the public interest?
	n/a
10.	What do you think of the criteria about problematic outcomes and potential for more sectoral coordination? If you disagree, please indicate which other criteria you think should be included or if a different approach would be better.
	n/a
11.	How much evidence should the applicants be responsible for providing, and what should need to be collected independently by the assessing authority?
	Applicants must make a compelling case that a FPA will benefit the industry as a whole, or will address a significant industry problem.
12.	What indicators do you think a decision maker should take into account when applying the public interest test?
	n/a
13.	Should the list of indicators be open, providing the decision maker flexibility to look at other factors to assess the two broad criteria?
	n/a
14.	Is there a particular indicator, or a group of indicators, that should be given extra weight when deciding if a sector or occupation is in need of an FPA?
	n/a
15.	Should the indicators be updated regularly? If so, how regularly, and by whom?
	n/a

16.	Do you think the decision maker should have absolute discretion to decide that the public interest has been met? If not, why not? What do you think the threshold should be?
	n/a
17.	Do you think the public interest test should be available on-demand to anyone, or should a list of allowed sectors or occupations be set in the law?
	n/a
18.	If the sectors and occupations able to bargain for an FPA are pre-selected in law, which sectors and occupations do you think we should assess against the test first? Are there any that should not be selected? Why?
	n/a
19.	If a pre-selected list of sectors and occupations was re-evaluated periodically, how often do you think this should be done?
	n/a
Affected employers and employees will need to be notified that bargaining has been initiated	
20.	Do you think that the government, employers, employer organisations and unions should all play a role in notifying people that FPA bargaining has been initiated?
	Agree
21.	Do you think that employers should have responsibility for informing employees that an FPA has been initiated? Why or why not? If not, who do you think should do this instead?
	Employers should notify employees that an FPA has been initiated. Also responsible for notifying employees in the representation threshold phase.

Coverage: deciding who an FPA should apply to

Questions that relate to coverage of an FPA

Defining and renegotiating who will be covered by the terms of the new agreement	
22.	<p>Do you think that applicants should need to define the coverage of their proposed FPA in terms of the occupations and sectors concerned?</p> <p><i>Applicants should define the parameters of the coverage themselves. This can then be challenged / discussed between the affected parties. If no agreement – Mediation.</i></p>
23.	<p>Do you have any comments on the use of ANZSCO and ANZSIC to define coverage? Do you think that there are better alternatives?</p> <p>These divisions should not be used. They are not designed for this purpose. Industries must define their proposed coverage when they apply for an FPA. This can be challenged by the associated parties in the negotiation phase.</p>
24.	<p>Do you think that parties should be able to bargain different coverage, with any significant changes needing to pass the initiation tests? If so, should there be any restrictions to prevent the test being used to delay an FPA?</p> <p>N/a</p>
25.	<p>Should there be restrictions on the permissible grounds for changing coverage during bargaining? If so, what should they be?</p> <p>No restriction on redefining. Likely to increase the probability of a successful outcome if parties can redefine after negotiations commence. Still need to meet the initiation test.</p>
Parties bargaining for limited time-bound exemptions from an FPA	
26.	<p>In what circumstances do you think a temporary exemption from an FPA may be warranted?</p> <p>Separate negotiations underway. If an employer can prove hardship – likely to go out of business.</p>
27.	<p>If included, should exemption clauses be mandatory, or permissible?</p> <p>Employers should be able to negotiate for inclusion of an exemption clause. For reasons as per sectn 26.</p>
28.	<p>Should the bargaining parties be allowed to negotiate additional, more specific exemptions above those set in law?</p>

	Yes – As long as the affected parties agree. In nobody's best interests if employers are forced out of business.
29.	What do you think is a reasonable maximum length of time that an employer should be exempted from the terms of an FPA?
	Twelve months, with the right to re-negotiate for additional terms.
30.	Should an exemption be able to apply to an entire FPA, or just certain terms?
	Should apply to vulnerable employers only – who can prove they will be so badly affected they may go out of business. Should apply to the part of the FPA that would present significant hardship – not restricted to all or nothing.
Allowing parties to negotiate for regional variations in a national FPA	
31.	Do you think that parties should be allowed to negotiate regional variations in the minimum terms of an FPA?
	Yes – Allows different costs of living, business costs, etc to be reflected in a FPA. Lower costs in the regions for example, resulting in a lower FPA, could result in employers moving to those regions. Agree with the Working Group that this could act as a pressure valve to minimise impact in areas less able to absorb additional costs.
32.	If they are included, what do you think a good level for regional variations could be – regions (regional councils and unitary authorities), territorial authorities (city and district councils) or something else? Should this specificity be set in law or left to the parties to decide?
	Left to the parties to negotiate / decide. The affected parties are in the best position to decide when regional variances may start to have negative consequences.
Allowing separate regional FPAs	
33.	Do you think that parties should be able to initiate bargaining towards an FPA for specific regions? What, in your view, are the risks of allowing this?
	Yes must be an option. Allows for the real geographical differences in labour and product markets. Risk: May unfairly advantage some employers over others due to regional boundaries.
	A strength of the FPA system is that it is being negotiated by the participants in the sector. This is an even stronger benefit when regional variation is allowed. It means that the affected parties, not a remote third party, sets the parameters. This highlights a major benefit of the FPA system compared to the "Living Wage" concept, where the level is set by an outside agency with little or no understanding of specific industries.

34.	<p>If regional FPAs are allowed, should parties be able to change the regional coverage during bargaining?</p>
	<p>Yes – Information presented during bargaining should be able to be used to modify the position under negotiation. That is the definition of negotiation. Parties need to be able to react as negotiations progress to improve the chances of a successful negotiation – this could include changing the regional coverage.</p>
35.	<p>Do you think there are particular sectors or occupations which could benefit from, or be harmed by, regional FPAs?</p>
	<p>The sector participants are party to the negotiations. If a party is vulnerable this case can be made during the negotiation phase and apply for an exemption.</p>

The Bargaining Process

Questions that relate to the bargaining process

Parties must bargain in good faith	
36.	Do you think that a duty of good faith should apply to bargaining parties in their dealings with each other and any government bodies as part of the FPA process?
	Yes
37.	Should a duty of good faith for FPA bargaining involve the same responsibilities as under the current Employment Relations Act? What new responsibilities, if any, will be needed?
	Same responsibilities as under the ERA. This is a comprehensive, realistic list of expectations. https://www.employment.govt.nz/resolving-problems/employer-and-employee-must-dos/good-faith/
The scope of terms and conditions to be included in agreements could be set in law	
38.	What do you think of having mandatory and excluded categories?
	Should only have agreed and permissible categories.
39.	What do you think of the mandatory topics?
	Agree. Covers requirements.
40.	What terms, if any, should be in the excluded category?
	No need for this category.
41.	What do you think of the alternative option to have only mandatory and permissible categories?
	Agreed.
42.	Should any of the items in the permissible and mandatory lists be in a different category?
	Objective of the FPA and equal employment opportunities (gender) should be mandatory
43.	Do you think that in the event of a bargaining stalemate, the determining body should only be able to set the mandatory terms of the FPA?
	If the parties are unable to agree after a mediation process, the FPA should not proceed.
Who can represent affected parties at the bargaining table	

44.	Do you think that unions and employer organisations should be the major bargaining representatives as is normal?
	<p>No. Disagree with the Working Group (WG) recommendation that only employer organisations and unions should represent affected parties.</p> <p>In a non-unionised industry such as forestry, unions do not have effective communications capability to determine worker requirements or needs. Appropriate worker representation should be able to be determined by the workers in the industry itself. This may require a formal ballot/communication program to identify representatives as suggested by the WG.</p> <p>The key is as the WG noted “a system that picks the “most representative” groups that exist.</p>
45.	Should there be a limit on the number of representatives at the bargaining table?
	Agree multiple groups – within reason should be accommodated.
46.	Should other interests be represented? E.g. non-unionised workers, funders or future entrants to the market. Should this be by agreement of the major bargaining parties?
	<p>A strength of the FPA system is that it is being negotiated by the participants in the sector. This means the negotiating parties must be representative. In a non-unionised industry the union can not claim to fully represent workers.</p> <p>A risk identified by the WG was that Union representatives would object to working with non-union representatives. If the Union in a non-unionised industry refuses to participate then it is their decision not to participate.</p>
47.	How should bargaining representatives be selected? Is there a role for Government in ensuring the right mix of parties is at the table?
	The government should be able to raise with the negotiating parties concern if they consider an appropriate representative party of the sector is not represented. The government should be responsible for meeting the costs of parties where cost is the reason they can't attend – public good component.
How the costs of bargaining could be shared	
48.	Which of the three options for bargaining costs do you agree with, and why? Is there another option which you consider is best?

	Costs mainly as they fall. Government contribution to parties where cost would mean they couldn't participate. Government meets secretariat/admin costs (venue, minutes, etc).
49.	If a bargaining fee or levy is introduced, how should non-members be identified?
	As for 48
50.	If a bargaining fee or levy is introduced, should the charge be made for all employees/employers as of a certain date? Would there need to be exceptions for certain circumstances? If so, which circumstances?
	Disagree with a fee or levy.
51.	Could there be good reasons for departing from the current situation where bargaining parties cover the costs of bargaining?
	See 48
Active support during the bargaining process	
52.	Do you think that a 'navigator' should be provided to support the bargaining parties?
	Agree with a government funded facilitation function.
53.	What skills do you think would be most useful for a navigator to have?
	Understanding of the rules / regulation surrounding a FPA.
54.	Do you think the navigator should have any additional functions than those described?
	The functions listed are appropriate: - assist parties - advise on options Add: advise on options to address roadblocks, options to communicate with the sector
55.	Should the navigator role be performed and resourced by the government?
	Yes – This would provide consistency and help ensure the process is of high quality. Likely to save time and money from failed, incomplete or inappropriate FPA's.
56.	Should the parties be allowed to provide their own navigator, or refuse to have one altogether, if they agree to it?
	No. To ensure efficiency, fairness and compliance a neutral party essential.

	Parties to a negotiation are rarely equal.
57.	Do you agree that the bargaining representatives should have the primary responsibility for communicating with the parties they represent?
	Yes. If the parties are truly representative of the industry they should be in the best position to communicate.
58.	At which stages of the FPA process should there a requirement to communicate with the employers and employees under coverage of the agreement? (eg. initiation, application for determination etc.)
	Initiation and final draft. Before final agreement.
59.	How much oversight should the government have over the communication process?
	The parties need to prove to the government overseer that communication with the sector has been adequate. Similar to the onus of proof of communication for a levy.
60.	Do you think that the principal nationwide employer and worker organisations (BusinessNZ and the New Zealand Council of Trade Unions) should support the bargaining parties to communicate with members?
	No. Neither of these parties have representation across all sectors.

Dispute resolution: resolving a bargaining stalemate

Questions that relate to dispute resolution

Overall system	
61.	Do you think that we should make use of the existing employment relations dispute resolution system for FPAs?
	<i>Agree. Ability to access free mediation services.</i>
Mediation: a fresh view on a bargaining stalemate	
62.	In the event of a bargaining stalemate, should it be mandatory for parties to enter into a formal mediation process before they can seek a determination?
	Yes. The WG's proposed bargaining and dispute resolution process is not-suitable. Recommend a non-binding, but public facilitation process.
63.	Should mediators be able to provide non-binding recommendations to the bargaining parties? Are there any other functions which a mediator, but not a navigator, should have?
	Yes. The mediation process should not be able to impose an un-agreed determination.
Determination: The final process for resolving a deadlock	
64.	What should count as a bargaining stalemate?
	Inability of the parties to agree, despite facilitation by the "navigator".
65.	Should circumstances be set in law, or should parties need to agree that they have reached a stalemate?
	Parties should be able to make this determination (stalemate) themselves.
66.	Do you think that there should be a determination process in the event of a bargaining stalemate? If not, would there be sufficient incentives for parties to reach an agreement?
	Mediation option – but no ability to impose a determination if the parties can't agree.
67.	Do you think that the Employment Relations Authority is the most appropriate organisation to carry out the determination function?
	Do not agree with any body having the right to impose a determination on the negotiating parties.

68.	<p>Do you think that the determining body should only be able to set terms for the mandatory topics of an FPA?</p>
	<p>Agree.</p>
69.	<p>What role do you think the determining body should have in relation to bargaining stalemates for permissible FPA terms, if any? Should the determining body be able to set terms for permissible matters with the consent of the bargaining parties? Should it be able to make recommendations?</p> <p>Ability to bring in expert advice to aid the negotiating parties.</p> <p>Provide negotiating assistance</p> <p>Ability to insist on the parties attending a mediation process.</p> <p>No right to impose a determination</p>

70.	Do you think that the determining body should be able to ask for advice from experts to assist it in making its determinations?
	Agree
71.	Should the panel of experts need to be demonstrably independent from the bargaining parties?
	Agree
72.	If a panel of experts is consulted, should their advice be public or strictly confidential? Should experts be protected from liability for their advice?
	Advice must be made available to the whole sector the FPA applies to. Advice should be open to challenge by the parties so should not be confidential. Experts can be protected from liability.
Appeal rights in the dispute resolution system will be limited to matters of law	
73.	Should appeal rights be limited in any way? If so, what sort of limitations would be appropriate?
	If the resolution system can only recommend not determine - Appeal rights not needed. If the resolution system was binding – full appeal rights should be available – not just on points of law.
74.	Do you think that appeal rights should be limited to matters of law only?
	No.

Anti-competitive behaviour

Questions that relate to anti-competitive behaviour

Market impact test	
75.	<p>Should FPAs be subject to a market impact test or should potential impacts be addressed by other means?</p> <p>The impact of any agreement should form part of the negotiation. Therefore this work must be done - not at the end but during the negotiation once a set of preferred parameters are settled on. Unintended consequences of excessive impact on vulnerable sections of a sector must not be allowed to occur.</p>
76.	<p>If not, is there another way to address market impacts (such as consideration during negotiations)?</p> <p>See 75</p>
77.	<p>Do you think that the results of the market impact test should be subject to appeal? If so, what sorts of limitations would be appropriate?</p> <p>The test should be conducted / managed by the negotiating parties. This doesn't mean they have to agree with or like the result, but they should have input into the scope and progress of the test.</p>
The scope of consideration for a market impact test	
78.	<p>What potential impacts of an FPA should be considered in the market impact test? What information would be required to assess these impacts? Are there any impacts which should not be considered?</p> <p>Particular focus on vulnerable (less viable) parts of a sector.</p>
79.	<p>Should there be a maximum time limit on how long the market impact test should take?</p> <p>This should be part of the scope of the test.</p>
80.	<p>How feasible do you think the market impact test would be for a government body to assess?</p> <p>N/a</p>
How risks and benefits could be weighted	
81.	<p>How do you think potential risks and benefits should be assessed? Are some negative outcomes justified if the end result will be an overall benefit?</p>

	The fundamental question to be addressed by the negotiating parties (not any other body) is whether the risks identified are acceptable for the benefits identified.
Where the FPA fails the market impact test	
82.	Should the government body have discretion to send agreements back to the bargaining parties or the determining body if they fail the market impact test?
	As noted already – The market impact test must be done - not at the end but during the negotiation once a set of preferred parameters are settled on. Unintended consequences of excessive impact on vulnerable sections of a sector must not be allowed to occur. Negative impacts may be acceptable as long as the negotiating parties have identified that the positive outcomes make the negative outcome acceptable.
83.	If the decision maker can send agreements back to the bargaining parties, should they be able to give recommendations?
	n/a
Is there a role for further market impact tests after agreements are enacted?	
84.	Do you think that there should be an ongoing role for the market impact test after the agreement is put into force? If so, do you think a post-enactment market impact test would need to differ from the initial market impact test in any way?
	Yes – Circumstances change. Markets can fail. A FPA may need to be reassessed if fundamentals change.
85.	If there is a market impact re-evaluation test, should it be available through an application process or another way? If on-demand, should there be an application fee or some other necessary criteria to pass before the test can be requested?
	Parties within a sector should be able to request a market re-evaluation test at partial expense. The economy and markets can be affected by government policy / actions. Government should be prepared to assist a re-test. This assistance may be essential if an affected sector is in a very poor financial position due to changing market conditions / factors.

Conclusion: putting an agreement into force and recovering costs

Questions that relate to finalising an FPA and cost recovery

Ratification: voting to approve an FPA	
86.	<p>Do you think that FPAs should need to be ratified by a majority of employers and workers who will be affected?</p> <p>No. Very difficult to identify all affected parties in the Forest sector.</p>
87.	<p>Do you think that a majority of voters is a more workable requirement than a majority of all affected parties?</p> <p>The FPA proposal should be put to a vote: – requiring a majority vote from affected workers, and - requiring a majority vote from affected businesses.</p>
88.	<p>How should employer votes be counted: one vote per business, or votes as a proportion of workers employed in the covered sector?</p> <p>Employer votes – one vote per business. Smaller businesses are likely to be more vulnerable to additional costs arising from a FPA than larger companies.</p> <p>Ballots are notorious for poor turn out. Allowing businesses to vote according to employee numbers could allow a small number of large businesses to determine the vote and discourage smaller businesses from voting.</p>
89.	<p>How do you think the Government should support a ratification process?</p> <p>For all parties to trust the ratification process, this should be run by a government body that works with sector parties to ensure affected workers and employers are informed of the ratification process and can participate.</p>
90.	<p>What should happen if an agreement does not pass ratification? Should parties return to bargaining?</p> <p>There should be a mandatory stand down period before parties can re visit a FPA. The sector has declined – this must be respected.</p>
91.	<p>What should happen if some terms and conditions are determined by the determining body and others are agreed by the parties? Should the whole agreement need to be ratified, or just the terms agreed by the parties?</p> <p>The whole agreement works together – therefore the whole agreement needs to be ratified.</p>
Enactment: putting the agreement into force	

92.	<p>Should the Government be allowed to change any terms of an FPA in the process of enacting it through regulations? If so, on what grounds?</p> <p>Generally no. At the point of enacting through regulations it is an agreed agreement between the affected parties. If government has issues they should have been raised during the negotiation phase.</p> <p>An exception is where the parties all agree the change is appropriate. Change at this point can not be a unilateral government decision.</p>
93.	<p>What do you think is the best way to ensure that people are able to easily find information about FPAs?</p> <p>a) For workers - via their employer - via the Labour Inspectorate - if Unionised – via their Union - Industry Associations</p> <p>b) For employers – Labour inspectorate - MBIE Website - Industry Associations</p>
We are seeking views on the most suitable mechanism for enforcing an FPA	
94.	<p>What should happen if a person or group thinks that the minimum terms set by an FPA are not being met?</p> <p>Initially approach the employer, then Union, Labour Inspectorate or Employment Relations Authority.</p>
95.	<p>Do you think the Labour Inspectorate should have the ability to enforce minimum terms set by an FPA?</p> <p>Yes.</p>
Cost recovery	
96.	<p>Do you think that the costs of dispute resolution in the FPA process should be consistent with the current system?</p> <p>-</p>
97.	<p>Aside from dispute resolution, do you think there are any functions or services in the FPA process for which it would be inappropriate to charge a fee?</p> <p>For the first five years of an agreement all costs should be met by government – agreements will take time to become understood. The learning period can be facilitated by government bearing associated costs. Appropriate, unbiased, guaranteed</p>

	<p>funding will lead to superior outcomes.</p> <p>Subsequently, 50% of costs by the sector. Note – the government will often be part of the sector.</p>
98.	What would be an appropriate share of costs between the government and bargaining parties for the other functions (excluding dispute resolution)?
	See 97.