BusinessCentral

EMPLOYER BULLETIN

12 December 2022

A Weekly News Digest for Employers

EMPLOYER NEWS

International tourists bring over $1b into economy

- Spend from all international visitors totalled $1.03 billion in the September 2022 quarter
- Holidaymakers spent $479 million
- Visitors of friends or relatives spent $292 million
- Tourism Electronic Card Transactions spend in 8 regions (out of 16) was higher than October 2019 levels pre-COVID

The release of the International Visitor Survey (IVS) July-September 2022, shows spend from all international visitors totalled $1.03 billion in the three months to September 30, 2022 with $626 million of that coming from Australian visitors.

International tourists spent $200m more than international visitors coming to see friends or relatives, despite making up a similar volume of arrivals. The median international holidaymaker spent $2,800 over their entire visit, while those visiting friends or relatives spent $1,500. The median visitor of friends or relatives stayed for 11 days, while the median holidaymaker stayed for 8 days.

Regions are benefiting too from the return of international tourists. Tourism Electronic Card Transactions TECT spend in eight regions (out of sixteen) was higher than October 2019 levels pre-COVID.

Of all regions, international spend in Gisborne (up 47%) had the greatest increase followed by Hawke's Bay (up 45%). International spend in Wellington, Waikato and Auckland were all at nearly 100% of pre-COVID October 2019 levels.

"Airline capacity also continues to increase and will average 70% of 2019 levels over summer. We had over 151,000 overseas visitor arrivals in September alone which is a real boost for our tourism sector.

"This injection to the economy is likely to increase as NZ welcomes more international visitors this summer," said Stuart Nash.

New Zealand Government [7 December 2022]

Government backs greater competition in building supplies to reduce costs for Kiwis

The Government will take action to increase competition in the residential building supplies sector, says Building and Construction Minister Dr Megan Woods and Commerce and Consumer Affairs Minister Dr David Clark, following the release of the Commerce Commission's market study final report.

"We asked the Commerce Commission to review our key building supplies markets and industry supply chains, to find what can be done to improve competition and ensure consumers were getting a fair deal," David Clark said.

"The Commission's report found two key factors negatively impact competition in this crucial sector, including incentives that favour familiar building products in the building regulatory system and quantity-forcing rebates.

"This means it's harder for alternative products that offer consumers a choice, to get into or expand in the market.

"We welcome these findings and will consider the recommendations, to understand what changes are necessary to help increase competition, and ultimately bring down costs for consumers, which is hugely important in these challenging global cost of living times.

"In the coming weeks and months, we will talk to stakeholders, with a Government response expected in March 2023. In the meantime, important work already happening, will continue," David Clark said.

Government work that currently aligns with the Commission's recommendations:

- **Recommendation 1:** Introduce competition as an objective to be promoted in the building regulatory system
- **Recommendation 2:** Better serve Māori through the building regulatory system
- **Recommendation 3:** Create more clear compliance pathways for a broader range of key building supplies
- **Recommendation 4:** Explore ways to remove impediments to product substitution and variations
- **Recommendation 5:** Establish a national system to share information about building products and consenting
- **Recommendation 6:** Establish an education and mentoring function to facilitate a better coordinated and enhanced approach by BCAs to consenting and product approval processes
- **Recommendation 7:** Develop and implement an all-of-government strategy to coordinate and boost offsite manufacturing
- **Recommendation 8:** Promote compliance with the Commerce Act, including by discouraging the use of quantity-forcing supplier-to-merchant rebates that may harm competition
- **Recommendation 9:** Consider the economy-wide use of land covenants, exclusive leases and contractual provisions with similar effect

New Zealand Government [6 December 2022]

Changes to partner work visas deferred to April 2023

Changes to partner work visas that were set to come into effect in December 2022 have been deferred to April 2023, Immigration Minister Michael Wood has announced early last week.

"I have made the decision to defer these changes to April 2023," Michael Wood said.

"We will be looking at some adjustments to the way the proposed Rebalance partner work rights changes will be implemented to reflect some of the feedback received from stakeholders, especially around protections for vulnerable individuals.

"It is important we take the time to consider this feedback and make any necessary adjustments before the changes to the partner work visas can take effect.

"In the meantime, partners of migrants holding a work visa will continue to have open work rights in New Zealand. Any subsequent changes will only apply to new visas issued after the implementation date.

New Zealand Government [5 December 2022]

Building activity continues to rise

The volume of building activity in New Zealand rose 3.8 per cent in the September 2022 quarter, compared with the June 2022 quarter, Stats NZ said early last week.

Residential building activity rose 3.1 per cent in the September 2022 quarter, while non-residential building activity rose 4.9 per cent.

Volume estimates remove the effects of price changes and typical seasonal patterns. Between the June 2022 and September 2022 quarters, residential building costs rose by 3.0 per cent, and non-residential building costs by 1.5 per cent.

The total value of building work put in place reached $33 billion in the year ended September 2022. This is up 20 percent compared with the year ended September 2021.

The value of non-residential building activity was 18 percent higher in the year ended September 2022, compared with the year ended September 2021.

The building types that contributed the most to this increase were:

- offices, administration, and public transport buildings, up 43 percent to $1.6 billion
- factories and industrial buildings, up 42 percent to $1.5 billion
- storage buildings, up 35 percent to $1.5 billion.

Statistics New Zealand [6 December 2022]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Person held not to be an employee despite signing letter of offer

Mr Edwards applied for a role with Laybuy Holdings Limited (Laybuy) in November 2020. He was interviewed and offered a position, which he accepted. Laybuy subsequently withdrew the offer based on Mr Edwards not satisfying pre-employment checks. Mr Edwards claimed he was already an employee and, therefore, was unjustifiably dismissed. Laybuy claimed Mr Edwards was never an employee and therefore his claim for unjustified dismissal was invalid.

On 17 December 2020, Laybuy sent Mr Edwards a letter of offer accompanied by the employment agreement. The letter stated the offer was "conditional upon satisfactory pre-employment checks… Should we not be satisfied with the results of the check(s), this offer may be withdrawn". Similarly, the employment agreement contained a self-declaration clause that stipulated "prior to signing the agreement the employee has not deliberately failed to disclose anything that may have influenced the employer's decision to employ the employee."

On 18 December 2020, Ms Gibbons, People Experience and Insights Lead, spoke with Mr Edwards regarding his pre-employment checks. He disclosed further information relevant to them and explained that he did not do so earlier as he had not been asked to. Ms Gibbons then advised Mr Edwards that their conversation would be referred to the escalation team. Mr Edwards was told that if the matters he declared were confirmed in the pre-employment third party report, it could be of concern to Laybuy and the employment offer would most likely be withdrawn.

On 7 January 2021, Laybuy received the third-party report and Laybuy confirmed the matters listed in it matched what Mr Edwards declared. That same day, Mr Edwards emailed Ms Gibbons requesting a call to check whether any issues had arisen with the report. At 3.16 pm that day he electronically signed the offer without receiving a response from Ms Gibbons.

Ms Gibbons contacted Mr Edwards the following day advising that Laybuy had received and considered the report and the offer of employment was now withdrawn based on unsatisfactory pre-employment checks. Ms Gibbon's evidence was that, despite seemingly accepting the decision, Mr Edwards then asked whether he should attend the office on his first scheduled day of work as he was not abandoning employment.

In the Employment Relations Authority (the Authority), Mr Edwards argued that by electronically signing the offer letter prior to Laybuy formally withdrawing it, he was a person intending to work, and therefore an 'employee' within the definition under section 6 of the Employment Relations Act 2000.

'A person intending to work' is defined as a person who has been offered and accepted work as an employee but has yet to commence. Laybuy argued that although it offered Mr Edwards employment, he was never capable of accepting it because it was conditional on satisfactory pre-employment checks and the offer could not be accepted until those conditions had been satisfied.

The Authority emphasised that, while Mr Edwards accepted Laybuy's offer of employment, it was a conditional offer. That was made clear to him from the letter of offer, the employment agreement, and the communications about the fulfilment of the conditions. Laybuy maintained its position in respect of the conditions needing to be fulfilled before employment could commence and did not waive any of the conditions. Mr Edwards did not meet all conditions to Laybuy's satisfaction, so it withdrew the conditional offer as a result. Mr Edwards was therefore not able to accept the offer of employment as it was incapable of being accepted before the conditions attached to it were fulfilled. This meant he was not, as he claimed, a person intending to work. Mr Edwards' claim of unjustified dismissal therefore failed. Costs were reserved.

Edwards v Laybuy Holdings Limited [[2022] NZERA 443; 7/09/22; A Gane]

Privileged 'without prejudice' material ordered not to be used in statement of problem

Ms Stipetch was a human resource advisor for SGS New Zealand Limited (SGS) for several years. She resigned in early 2020 and claimed she was subjected to bullying and controlling behaviour, culminating in a constructive dismissal. SGS said Ms Stipetch had resigned of her own accord. It claimed there was a dispute between the parties and that the parties had agreed to label discussions and written communications as 'without prejudice'. SGS objected to what it claimed were without prejudice conversations referred to in the statement of problem and to without prejudice documents attached to that statement. SGS sought an order to have Ms Stipetch amend and re-file her statement of problem, removing the privileged material. Ms Stipetch claimed there was no agreement to without prejudice discussions and no basis on which to uphold a without prejudice status as there was no dispute.

The Employment Relations Authority (the Authority) noted that settlement discussions made in connection with an attempt to settle a dispute and intended to be kept confidential are privileged under section 57 of the Evidence Act 2006. This is in the public interest of motivating parties to resolve disputes through frank discussion.

In December 2019, one of SGS' human resources advisor resigned and Ms Wilkinson saw an opportunity to restructure the human resources team. She invited Ms Stipetch to a meeting on 31 January 2020, when she informed her about a possible new senior HR business partner role. However, Ms Wilkinson expressed that Ms Stipetch lacked the skills and experience needed for such a role. Ms Stipetch expressed disappointment that she was not considered. Ms Wilkinson claimed at this point that the two agreed to speak on a without prejudice basis.

In her affidavit, Ms Stipetch accepted that a without prejudice conversation took place, but at the Authority she said she did not respond when Ms Wilkinson asked about having a without prejudice discussion. The Authority commented that, as an experienced human resources practitioner, it seemed unlikely that Ms Stipetch would refer to a without prejudice conversation in her affidavit if she believed the status of the conversation was otherwise.

The Authority also considered it unlikely that Ms Wilkinson, as an experienced HR practitioner and lawyer, would have proceeded with a frank discussion without some indication of Ms Stipetch's consent to a without prejudice discussion. It preferred Ms Stipetch's earlier evidence acknowledging agreement to a without prejudice status, which fitted with Ms Wilkinson's evidence.

The question was then whether there was a dispute on which to find without prejudice privilege. The parties agreed that no formal restructuring consultation process had begun. But from Ms Stipetch's point of view, Ms Wilkinson had decided not to appoint Ms Stipetch to the senior HR business partner role. Ms Stipetch's statement of problem claimed an unjustified disadvantage as a result of SGS' flawed restructuring process.

The Authority held that, from the time Ms Wilkinson said that Ms Stipetch may not get the senior job and was not doing her own job adequately, there was a dispute or difference which could result in litigation. The Authority did not find Ms Stipetch's submission that she had not appointed an advocate so much as approached a friend about a life problem, very compelling. The dispute existed at the time the without prejudice discussion began. Therefore, the remainder of that meeting's discussion was privileged.

Ms Wilkinson emailed Ms Stipetch on 5 February 2020, setting out a proposed settlement. The email subject heading was "Proposed Settlement Terms 'Without Prejudice' – HIGHLY CONFIDENTIAL". Ms Stipetch replied without directly questioning the subject title, and referring to "our 'Without Prejudice' discussion", held on 3 February 2020. Ms Stipetch claimed that her seeming acceptance in her affidavit of attending a without prejudice meeting was simply acceptance that Ms Wilkinson used the "without prejudice" label. She also claimed that her reference to without prejudice in quotation marks was intended to be sarcastic. The Authority held that agreement had been reached this was a without prejudice meeting, with a dispute in existence. The content of the 3 February 2020 meeting was accordingly privileged.

Ms Stipetch's advocate emailed Ms Wilkinson on 7 February 2020. The subject line included the words "Confidential and Without Prejudice". The email referred to the "current w/o prejudice settlement negotiations". Ms Wilkinson responded, noting the email and a phone discussion on a without prejudice basis. The Authority held that the communications were part of the privileged discussions that commenced earlier, and that they may not be relied upon in the substantive investigation. Ms Wilkinson also regarded a meeting held between Ms Stipetch, Mr Hart and herself on 10 February 2020 as a without prejudice meeting. However, Ms Stipetch did not accept this meeting was privileged as it did not relate to a possible employment relationship problem which could give rise to litigation. The Authority held that, as the meeting took place in the context of ongoing settlement discussions, the content of the meeting was privileged.

Finally, a brief informal conversation occurred between Ms Stipetch and Ms Wilkinson on 12 February 2020 about a possible resolution. As there was no indication from Ms Stipetch that she was bringing the without prejudice discussion to an end, the Authority again concluded that the content of the discussion was privileged.

Additionally, Ms Stipetch claimed SGS' breach of its good faith obligations justified the lifting of privilege on public policy grounds. While public policy may exclude the privilege in situations of serious impropriety, the Authority held that there was not a compelling reason to justify the lifting of privilege. It ordered that the without prejudice material was to be redacted and no such material given in evidence. Ms Stipetch was further ordered to lodge an amended statement of problem without attached documents containing privileged material. Costs were reserved.

Stipetch v SGS New Zealand Limited [[2022] NZERA 387; 12/08/2022; N Craig]

Unjustified dismissal established for employee terminated by way of redundancy

Ms Danks was employed by PAK Holdings Limited (PAK) as an office manager from 3 July 2018 until her employment was terminated by way of redundancy on 22 November 2019. Ms Danks claimed the decision to disestablish her position was an unjustified dismissal. She sought lost wages and compensation. Ms Danks also claimed she was unjustifiably disadvantaged as PAK failed to offer redeployment or engage constructively with Ms Danks. PAK claimed it went through a genuine restructure process and Ms Danks was given opportunities to consult throughout the process.

The Employment Relations Authority (the Authority) had to determine whether PAK's actions were what a fair and reasonable employer could have done at the time, and whether is decision was for genuine business reason rather than a pretext for dismissing a disliked employee.

On 10 October 2019, Ms Danks received a letter advising her on the proposed restructure. The letter sought feedback and included a description of the proposed new role of administrator/receptionist. Under the heading "Roles Affected" it stated that due to the change of tasks and outsourcing of the payroll, the office manager role would become superfluous. Another reason PAK gave for the restructuring was its financial situation. However, Ms Danks was the only person made redundant at the end of the process.

On 22 October 2019, Ms Danks requested further information regarding the business reasons for restructure. She also questioned why redeployment into the new role had not been considered. Mr Humphries then asked her to provide information indicating what relevant skills she had. The social media/marketing aspect of the role was the only part she said she did not already do, and she was willing to undergo training so she could undertake the role. Mr Humphries responded by proposing a meeting with Ms Danks indicating she could ask questions then. He wanted further clarification of what further information was required from PAK and reiterated that he was willing to meet her to discuss any queries that she had.

On 29 October 2019, Ms Danks further specified her request for information. The following day, Mr Humphries wrote to Ms Danks again and advised that she had not responded to his questions to her. He stated that the meeting was for 3.00 pm the next day and any questions she had could be answered at the meeting.

On 8 November 2019, Ms Danks was advised that her role was superfluous and was therefore being disestablished. Then, on 13 November 2019, while she was working out her notice, Ms Danks claimed Mr Humphries approached her. She said Mr Humphries told her to leave now and her remaining notice would be paid out in lieu. On 11 December 2019, Ms Danks raised a personal grievance and requested her wage and time records.

Mr Humphries admitted that he was unfamiliar with the tasks that Ms Danks performed on a daily basis in the office manager role. He agreed he was the decision maker in relation to the final decision to restructure and that he decided that role was superfluous to the needs of the business. The Authority was satisfied that PAK's financial outlook formed a major part of the rationale for restructure provided to Ms Danks. Therefore, PAK should have responded to Ms Danks requests by providing her with financial information and data to understanding the reasons for the redundancy.

While the process adopted by PAK included time for consultation and information about the proposal was provided in the initial letters to affected employees, further information was not forthcoming. After the meeting on 31 October 2019 PAK took time to consider Ms Dank's submissions but there is no evidence of any meaningful consideration of her feedback. The request to be considered for redeployment into the new role was not addressed and is not referred to in the final termination letter. In addition, when a decision maker accepts they were unfamiliar with a role they are disestablishing, because it was superfluous to the company's business needs, it is unlikely on an objective basis that they have acted as a fair and reasonable employer in accordance with the test set out in section 103A of the Employment Relations Act 2000.

The Authority was satisfied that PAK had not acted fairly and reasonably towards Ms Danks and that the termination of her employment for redundancy was an unjustified dismissal. Ms Danks' was awarded $12,244 in lost earnings and $10,000 in compensation for hurt and humiliation. The Authority did not find any aspects of Ms Danks' conduct contributed to the situation. Costs were reserved.

Danks v PAK Holdings Limited [[2022] NZERA 394; 16/08/2022; S Kennedy]

Constructive dismissal leads to hurt and humiliation

Ms Marshall was employed as a legal secretary by Mr Forster, a criminal defence barrister, from 2002 until she resigned on 13 November 2020. Ms Marshall's daughter became seriously ill in August 2020, and after seven weeks of leave, Mr Forster discussed options relating to the employment relationship with her. Ms Marshall claimed Mr Forster's communications over text and calls caused her to believe that she had no option other than to resign resulting in a constructive dismissal. She sought lost wages and compensation for hurt and humiliation.

The parties were in regular contact about Ms Marshall's daughter's progress. Once it was known the surgery had been encouraging, they agreed Ms Marshall would return to work on 12 October 2020. However, two days later she had to leave and return to Wellington with her daughter, who had suffered a setback. On 4 October 2020, Ms Marshall updated Mr Forster and offered to work remotely if there was anything she could do. Mr Forster acknowledged the update but could not offer any work remotely. On 27 October 2020, Ms Marshall advised Mr Forster that based on her daughter's latest medical advice, she could not return to work until 9 November 2020 and asked for two days of unpaid leave as she was aware that she had run out of all other types of leave. Mr Forster's evidence was that he did not take Ms Marshall's text to mean it was certain she would return to work on 9 November 2020 because of the previous setback.

Ms Marshall explained to the Employment Relations Authority (the Authority) that she called Mr Forster the following day as she had not heard back from him. She claimed Mr Forster allegedly said she should end her employment and go on a caregiver's benefit so she could continue caring for her daughter through to the New Year. Mr Forster reasoned that she did not have leave entitlements for the holiday period, that he was unwilling to provide more paid leave, and there was a chance the practice would close in the New Year. Mr Forster accepted he said he was unwilling to advance more leave but denied telling Ms Marshall she should resign. His evidence was that he raised this as an alternative option to returning on 9 November 2020 to take pressure off Ms Marshall and merely suggested she investigate what benefit she could receive.

The following day, Ms Marshall advised Mr Forster her daughter had another setback and they had flown back to Wellington. On 4 November 2020, Mr Forster sent Ms Marshall a text advising her annual leave entitlement had ended and said "we need to follow up on our previous conversation". After receiving the text, Ms Marshall's advocate sent a letter to Mr Forster raising a constructive dismissal claim because of the suggestion to end her employment and the subsequent text seeking to follow up on that conversation.

On 11 November 2020, the parties met to discuss Ms Marshall's claim. Ms Marshall maintained her intention to return to work, whereas Mr Forster claimed the return to work date was not confirmed. Hence, he suggested what he did but claimed he did not intend to permanently end Ms Marshall's employment. Ms Marshall claimed Mr Forster became agitated in the meeting and appeared to cross-examine her on various personal matters irrelevant to the employment dispute. Mr Forster accepted he became upset as he felt the meeting was disingenuous. On 13 November 2020, Ms Marshall resigned as she felt she could no longer work for Mr Forster following the meeting.

The Authority was satisfied that Mr Forster decided the situation was no longer tenable by the time he sent the text to Ms Marshall on 4 November 2020. There were genuine reasons for the discussion to occur because Ms Marshall had been away for seven weeks by that stage. However, the issue was the way the conversation unfolded. Mr Forster had abruptly changed his position from being supportive to indicating a major decision had to be made about Ms Marshall's employment. Ms Marshall meanwhile was wanting to return to work but Mr Forster seemingly discounted that option.

The Authority found Mr Forster breached his duty of good faith by deciding he could no longer be supportive and by failing to communicate the reasons why. He was also unclear about exactly what he was trying to communicate through his text messages regarding Ms Marshall's employment and by disregarding her intention to return to work on the date specified. Finally, he failed to remain calm in the meeting and discuss the relevant issues objectively. These issues combined made it reasonably foreseeable that Ms Marshall would conclude that Mr Forster wanted her to resign, so she did. Ms Marshall was therefore constructively dismissed.

The Authority ordered Mr Forster to pay Ms Marshall $2,500 as lost wages as she began working at another law firm shortly after. Mr Forster was also ordered to pay $10,000 as compensation for the hurt and humiliation suffered by Ms Marshall. Costs were reserved.

Marshall v Forster [2022] NZERA 367; 05/08/2022; S Kennedy]

Fixed-term agreement held to be valid

Dr Firdaus was employed by Waikato District Health Board (Waikato DHB) on a fixed-term employment agreement that ended on 17 January 2021. She claimed the fixed-term engagement did not meet the requirements of the Employment Relations Act 2000 (the Act), so Waikato DHB could not rely on the term's expiry to end her employment meaning she was unjustifiably dismissed. Dr Firdaus sought reinstatement, lost wages and compensation for hurt and humiliation. Waikato DHB denied the fixed-term was non-compliant and Dr Firdaus' employment legitimately ended because the term expired.

The offer letter provided to Dr Firdaus stated that the reason for the fixed-term was until a permanent appointment could be made through the National Recruitment Cycle. The National Recruitment Cycle governed the process by which all District Health Boards (DHBs) were required to fill positions. The ACE programme is the sole method that DHBs may use for the recruitment of postgraduate medical students. As part of these requirements, a doctor who completed their training outside of New Zealand or Australia are referred to as 'NZREX doctors' and can only be offered employment when vacancies arose outside of the National Recruitment Cycle. Dr Firdaus is an NZREX doctor.

For the year starting 2021, the Waikato DHB had additional roles to fill after New Zealand Medical School graduates had been assigned. This is what occurred with the fixed-term role Dr Firdaus was offered. Dr Firdaus claimed that clause 5.3 of the multi-employer collective agreement (the MECA) prevented her from being employed on a fixed-term agreement because her employment did not fall within any of the examples in that clause. The MECA stipulated that fixed-term agreements may be used to cover temporary situations. Due to the need to appoint vacancies that arose outside of the National Recruitment Cycle, DHBs used fixed-term employment agreements to cover vacancies that arose during the year, for positions that had to be held open for New Zealand graduates, but between the National Recruitment Cycles. Dr Firdaus' MECA, alongside the ACE Business Rules, required Waikato DHB to hold the positions open for New Zealand Medical School graduates to be appointed during the following National Recruitment Cycle. Therefore, they did not have to permanently appoint Dr Firdaus into that role. Dr Firdaus' claim that the MECA prevented her fixed-term employment did not succeed.

Dr Firdaus questioned whether her fixed-term employment met the requirements under the act. This involved whether Waikato DHB had genuine reasons for using a fixed-term engagement and whether those reasons were based on reasonable grounds. Dr Firdaus said it was not reasonable for her to be offered fixed-term employment because the role that she had been appointed into was not of finite duration, meaning it had continued following the end of her fixed term.

The Employment Relations Authority (the Authority) accepted that it was appropriate for Waikato DHB to use a fixed-term engagement to cover the temporary vacancy that had arisen between the National Recruitment Cycle intakes of graduates. The fact that the need for the role to continue after the expiry of the fixed term, did not make the reasons for the fixed-term engagement invalid. At the time that the parties entered the fixed-term engagement, Waikato DHB had genuine reasons based on reasonable grounds for using a fixed-term engagement.

Additionally, there had been an email conversation between Dr Firdaus and Ms Tapu, the new recruitment administrator in October 2020 where Dr Firdaus was offered a selection of roles for the following year. Dr Firdaus replied accepting the offer which led her to believe that there was a binding offer of employment. However, Ms Tapu was not authorised to be making offers outside of the National Recruitment Cycle. The Authority found that Waikato DHB did not intend to take on legal liability as an employer in the email that Ms Tapu sent Dr Firdaus. Rather, the roles were not available to Dr Firdaus because they had to be filled by graduates in the National Recruitment Cycle. Dr Firdaus' claim that Waikato DHB entered an ongoing employment relationship with her on 19 October 2020 did not succeed.

Dr Firdaus' personal grievance claims for unjustified dismissal were dismissed. The Authority found that Dr Firdaus was not dismissed because her employment ended when the fixed-term engagement expired, on the date that the parties had agreed her employment would end. Waikato DHB did look into whether there were any other suitable positions available for her. There either were no vacant positions available, or Dr Firdaus was not suitably experienced for the available positions. The parties were encouraged to resolve costs by agreement.

Firdaus v Waikato District Health Board [[2022] NZERA 401; 19/08/22022; R Larmer]

LEGISLATION

Note: Bills go through several stages before becoming an Act of Parliament: Introduction; First Reading; Referral to Select Committee; Select Committee Report, Consideration of Report; Committee Stage; Second Reading; Third Reading; and Royal Assent.

Thirteen Bills are currently open for public submissions to select committee.

- Customs and Excise (Arrival Information) Amendment Bill (18 December 2022)
- Business Payment Practices Bill (8 January 2023)
- Companies (Directors Duties) Amendment Bill (8 January 2023)
- Grocery Industry Competition Bill (8 January 2023)
- Sustainable Biofuel Obligation Bill (12 January 2022)
- Crown Minerals Amendment Bill (23 January 2023)
- Fuel Industry Amendment Bill (23 January 2023)
- Spatial Planning Bill (30 January 2023)
- Natural and Built Environment Bill (30 January 2023)
- Inspector-General of Defence Bill (8 January 2022)
- Legal Services Amendment Bill (3 February 2023)
- Accident Compensation (Access Reporting and Other Matters) Amendment Bill (10 February 2023)
- Health and Safety at Work (Health and Safety Representatives and Committees) Amendment Bill (10 February 2021)

Overviews of bills—and advice on how to make a select committee submission—are available at: https://www.parliament.nz/en/pb/sc/make-a-submission/

The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations.

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While you may think of lawyers as representing people in court, this is far from everything they do. Employers take advantage of the value of the Business Central Legal team to help in drafting documents such as tailored employment agreements and offers of employment. Additionally they can help with key guidance on difficult issues as restructuring processes and rock solid performance management plans.