BusinessCentral

EMPLOYER BULLETIN

19 December 2022

A Weekly News Digest for Employers

EMPLOYER NEWS

Death a reminder to keep an eye on field staff

WorkSafe New Zealand has found inadequate training and supervision contributed to the death of a forestry technician in northern Hawke's Bay two years ago.

The man was repairing a mechanical attachment, known as a harvester head, when the device was activated by being manually spun. The 48-year-old was fatally crushed at Quail Ridge Forest in Putere, near Wairoa, in November 2020.

The victim's employer, Waratah Forestry Services Limited, pleaded guilty to health and safety failures and was sentenced last week.

WorkSafe identified that Waratah's field technicians had been inadequately trained about the risks and controls involved in such a repair job, and weren't properly monitored to correct any unsafe practices.

"Although the field technicians were provided with some safety instruction, the manuals for the harvester head were large and the 'buddy' training system the business had was insufficient. There was no other supervision and monitoring of the field technicians' safety knowledge and practices," says WorkSafe's area investigation manager, Danielle Henry.

"Any business with field staff should stay on top of how those workers go about their job on an ongoing basis. It can be easy for safety to be compromised without workers necessarily realising it while they're working remotely, and employers need to be attuned to that risk.

Worksafe New Zealand [14 December 2022]

Government welcomes progress on nurses' pay equity

The Government welcomes the Employment Relations Authority interim order on nurses' pay equity following Te Whatu Ora Health New Zealand's application. This means the rates agreed a year ago can be paid, Health Minister Andrew Little says.

"This Government is committed to improving nurses' pay. We have already increased registered nurses' wages by about 20 per cent.

"We are also committed to pay equity for nurses. That is why we amended the Equal Pay Act so this could be achieved.

"A year ago, agreement in-principle was reached with the nurses' unions on a pay equity deal which would mean around another 14 per cent pay boost. The government set aside the money to fund it.

"That deal then became the subject of litigation, which is ongoing, and which prevented the government from paying nurses more.

"Now the Employment Relations Authority has given Te Whatu Ora Health New Zealand the ability to do so.

"The pay equity process is complex and technical, and that is why it often takes time to get to the point of agreement. It is clear that the ongoing litigation will take a long time to resolve. I continue to urge the parties involved to seek to resolve issues by agreement as they arise.

"I will now take the next steps to make the funds available when Te Whatu Ora payroll systems are ready to go. This means nurses will get a significant pay rise in their pockets in the new year," Andrew Little said.

New Zealand Government [14 December 2022]

Crime prevention programmes for small retailers and dairies rolling out

- $6 million in new government funding for councils and providers to start to roll out over Christmas
- The new $4000 fog cannon subsidy scheme to go live in February, with expressions of interest now, through business.govt.nz
- Small retailer victims of aggravated robbery now eligible for crime prevention products

The Government is rolling out additional measures that will improve safety in small shops and at-risk surrounding areas, Police Minister Chris Hipkins and Small Business Minister Stuart Nash said last week.

"As we move into the Christmas period it's important to provide an update for retailers on the work the Government and Police are doing to help keep them safe," Chris Hipkins said.

New Zealand Government [15 December 2022]

EMPLOYMENT COURT: ONE CASE

Public holidays during school break held to be otherwise working days

Mr Zink worked as a chef for Southland Boys' High School (SBHS) in its boarding hostel for approximately 14 years. He claimed he was entitled to be paid for four public holidays over the Christmas and New Year's period when the school was closed. The Employment Relations Authority (the Authority) previously determined that, as the public holidays fell within the term breaks, where work was not guaranteed, they were not otherwise working days, therefore Mr Zink was not entitled to payment for them. The Employment Court had to consider whether they should, in fact, be regarded as working days for which Mr Zink should have been paid.

For the first seven years of his employment, Mr Zink was paid the public holidays. During this period, he was employed by a company that ran the hostel's cleaning and food catering operations and that contracted to Southland Boys' High School. His employment was subsequently transferred as a vulnerable worker and the Board of Trustees of Southland Boys' High School became his new employer. From this point, Mr Zink went unpaid for the public holidays.

The new employment agreement stated that Mr Zink would be employed only during the school term, Monday to Friday 8am to 4pm, but that from time to time he may be required to work additional hours. It further stated he was required to be available during term holiday breaks for outside group accommodation hire; that holidays were to be taken during the term holiday break; and that annual holidays were to be taken at the end of Term 4, or as agreed by the parties.

Section 12(3A) of the Act states if a public holiday falls within a closedown period, the factors in subsection (3) to determine if it is an otherwise working day must be considered as if the closedown period was not in effect. These include the employment agreement, the employee's work pattern, and any other relevant matters.

The Court held that SBHS had a closedown period at the end of Term 4. This was because Mr Zink's work was customarily discontinued at this time and he was required to take annual leave in line with the meaning of 'closedown period' in section 29.

While SBHS submitted there were effectively four closedown periods at the end of each term where Mr Zink was not required to work, it was only the Term 4 break that he was required to take his annual holidays. This meant the effect of section 12(3A) was that the public holidays break had to be treated as if the closedown period was not in effect. As they were Mondayised in 2020/2021, they fell on days that would be otherwise working days for Mr Zink under his employment agreement.

Under section 40 of the Act, a public holiday that occurs during an employee's annual holidays must be treated as a public holiday and not as part of the employee's annual holidays. This meant Mr Zink was entitled to be paid for the public holidays of Christmas Day and Boxing Day 2020 and New Year's Day and 2 January 2021. The Court accordingly made the declaration sought. Costs were reserved.

Zink v Board of Trustees of Southland Boys High School [[2022] NZEmpC 164; 7/09/2022; Corkill J]

EMPLOYMENT RELATIONS AUTHORITY: FOUR CASES

Employee found to have been unjustifiably disadvantaged and dismissed

Ms Fitzpatrick brought two claims against Kiwi English Academy Limited (KEA). She claimed KEA disadvantaged her by unilaterally altering her employment agreement and changing her hours of work. Secondly, she claimed she was unjustifiably dismissed by KEA's process to make her role redundant. She sought penalties for breaches of minimum employment standards by KEA, and Mr and Mrs Herbert as directors for aiding and abetting any breaches of statutory employment obligations. KEA stated that Ms Fitzpatrick agreed to a reduction in her hours of work and that the redundancy was genuine.

On 4 December 2018, Ms Fitzpatrick commenced employment with KEA as a reliever teacher on a casual basis. On 11 March 2019, she signed a full-time permanent employment agreement, commencing 13 March 2019. Her work hours set out in the employment agreement provided for 25 contact teaching hours and 12.5 hours preparation, totaling 37.5 hours per week. Her salary was based on non-contact and contact hours. KEA operated the High School Preparation Unit (HSPU) with one full time equivalent position shared between two teachers, of which one was Ms Fitzpatrick. Ms Fitzpatrick discharged half of her teaching students at HSPU and the other half at the main KEA campus in Newmarket.

After entering the COVID-19 lockdown and moving to the online teaching platform, Ms Fitzpatrick and the other teacher agreed Ms Fitzpatrick would be the sole full-time teacher teaching at the HSPU while the other teacher worked out of the KEA precinct. This was formally approved by the KEA principal as Ms Fitzpatrick had the best understanding of the school's online teaching platform which was substantially different from the KEA pedagogy. In addition to her normal salary, Ms Fitzpatrick was paid an extra $1,250 per annum for this responsibility.

Ms Herbert gave evidence at the investigation meeting that every staff member, including Ms Fitzpatrick, was consulted regarding the effect the boarder closure would have on the operation of KEA in April 2020 both as a group and individually. This consultation was conducted by audio video link because of the Alert Level 3 status of the COVID-19 lockdown. A subsequent decision was made, and the restructuring proposal was communicated individually to each staff member, including Ms Fitzpatrick, by video link. Ms Fitzpatrick was informed by the KEA that her paid working hours had been reduced to 18 hours a week at the HSPU.

On 25 May 2020, Mrs Herbert discussed with Ms Fitzpatrick the advice from the school that the HSPU would be suspended from the end of Term 2, being 3 July 2020. During the discussion, Ms Fitzpatrick was advised no positions in the organisation were available to be offered to her at that time. Ms Fitzpatrick was advised that because of her loss of position in HSPU, she would be made redundant, with her last working day being 3 July 2020. On 28 May 2020, Ms Fitzpatrick received a formal letter confirming the redundancy.

Ms Fitzpatrick's employment agreement did not specify her place of work, rather it stated the place of work was "all existing and future of offices of the company." She was also advised that KEA would continue to look for work for her. On 2 July 2020, an additional five weeks of work was offered to Ms Fitzpatrick which she accepted. Then on 4 August 2020, a further six weeks at KEA were offered, of which she also accepted.

Ms Herbert alleged Ms Fitzpatrick agreed to the reduction of work hours as her contribution to assisting the school with the effect of COVID-19 and border closure. Ms Fitzpatrick denied consenting to the reduction in hours and there was no subsequent written variation to her employment agreement. The Authority accepted Ms Fitzpatrick's evidence on this issue. The failure by KEA to obtain Ms Fitzpatrick's consent before unilaterally reducing her hours of work was an unjustified action. Ms Fitzpatrick established her personal grievance for unjustified disadvantage on those grounds.

Turning to the redundancy, there was limited consultation with staff, including Ms Fitzpatrick, on the economic consequences the COVID-19 lockdown presented KEA. Ms Fitzpatrick was not consulted on the selection process prior to being made redundant despite having an expectation that KEA would undertake the restructuring process in good faith, including a fair and transparent selection process. She could also expect that she would be consulted on the process, possible redeployment, and have a fair opportunity to comment on the decision before it was made. As this did not occur, it could not be said that KEA acted as a fair and reasonable employer throughout the redundancy process.

The Authority ordered KEA to pay Ms Fitzpatrick $12,000 in hurt and humiliation and $5,002 in wage arrears within 28 days of the determination. Costs were reserved.

Fitzpatrick v Kiwi English Academy Limited [[2022] NZERA 396; 18/08/2022; A Gane]

Unjustified dismissal claim failed

Mr Prakash was employed by New Zealand Defence Force (NZDF) in a civilian position from May 2016 until 30 November 2020, when he was dismissed for serious misconduct. Mr Prakash says his dismissal was unjustified and sought remedies including reinstatement, reimbursement of lost wages and compensatory damages.

NZDF denied Mr Prakash's dismissal was unjustified. It claimed, after following receipt of a serious allegation of sexual harassment and bullying, it undertook a fair investigation process after which Mr Prakash was dismissed. It says the decision to dismiss was a decision a fair and reasonable employer could make in all the circumstances.

Mr Prakash's terms of employment were set out in a number of documents including a code of conduct and a policy document. The civil staff code of conduct included matters which may amount to serious misconduct. This included sexual harassment and bullying, processes relating to suspension and disciplinary processes. On 10 May 2016, when Mr Prakash started his employment with NZDF, he signed an acceptance letter which acknowledged he had read and understood the NZDF Civil Staff Code of Conduct 2006.

On 23 July 2020, NZDF received a written complaint from a junior co-worker raising concerns that Mr Prakash had subjected them to inappropriate and harmful behaviour over the period of their employment in the relevant unit. The complaint included specific examples of the allegedly concerning behaviour. The complainant stated in the letter that they had tried to raise the concerns in the past, but they had been trivialised and ignored, they did not feel the workplace was safe.

On receiving the complaint, NZDF commenced an investigation. On 31 July 2020, Mr Prakash was suspended on full pay following an opportunity to comment on whether suspension was appropriate. He remained on suspension throughout the subsequent complaint investigation and disciplinary investigation processes. He did not challenge the lawfulness of his suspension.

NZDF appointed an external consultant to investigate the complaint. Mr Prakash was provided a copy of the draft report for comment. His comments included that a formal disciplinary process following the investigation report was not appropriate. The Employment Relations Authority (the Authority) was satisfied the consultant fairly considered Mr Prakash's comments.

On 16 October 2020, NZDF notified Mr Prakash that given the investigation had found "…all of the allegations in the complaint were able to be substantiated" a formal disciplinary process would commence "to determine whether the incident amounts to misconduct or serious misconduct under the Civil Staff Code of Conduct, and if so, what further action needs to be taken". Mr Prakash was provided with a final copy of the report.

On 16 November 2020, a disciplinary meeting took place. On 30 November 2020, NZDF communicated to Mr Prakash its decision that he was summarily dismissed with immediate effect. Mr Prakash subsequently raised a personal grievance for unjustified dismissal.

Mr Prakash claimed weight should be given to the fact no other co-worker complained about him during his employment. He accepted he asked the complainant personal questions of a sexual nature, but that kind of talk was normal and given the complainant said that they ignored this talk, this indicated a degree of tolerance on their part. Mr Prakash says further banter, including use of vulgar language was part of the workplace culture, and the complained conduct was within the usual scope of tolerated behaviour.

The Authority was satisfied the disciplinary investigation did not unfairly or unreasonably single out Mr Prakash. The issues raised in the complaint were serious, the investigation gathered and assessed the relevant information and found the allegations were established. The disciplinary process further assessed the allegations in the context of misconduct or serious misconduct allegations. At all stages Mr Prakash was provided with the relevant information and given an opportunity to comment and his comments were considered.

Mr Prakash sought to draw a distinction between himself and his unit coworkers who, had a general tolerance of the use of explicit language and pornography in the workplace and the complainant, who as a new member of that unit and their alleged failure to make it clear that they found such conduct unacceptable and offensive. He says this was not fairly considered by NZDF and resulted in an unfair and unreasonable outcome.

There was insufficient evidence before the Authority that Mr Prakash was treated more harshly than other workers in the unit for the same conduct. Further, the evidence of his co-workers in the investigation did not establish conduct towards the complainant which was equivalent to that alleged, and ultimately upheld against Mr Prakash. A further difficulty with this criticism of the process and the outcome was, this issue was squarely before and carefully considered by the decision maker, Col Piercy. The decision to dismiss in the circumstances was one a fair and reasonable employer could have made.

NZDF had an obligation to ensure the workplace was safe. In treating the complaint seriously and instigating a formal investigation process NZDF, was taking reasonable steps to ensure the workplace was safe. With respect to the allegations Mr Prakash faced, given their seriousness, they had to be supported by concomitant evidence. A low-level resolution process may not have resulted in such a level of evidence being established which may have risked failing to adequately address the issues raised.

It was clear to the Authority that Mr Prakash found his dismissal devastating and that it had a profoundly negative impact on his life. However, the decision to dismiss was one a fair and reasonable employer could have made in all the circumstances at the time the dismissal occurred. Mr Prakash's claims were dismissed. Costs were reserved.

Prakash v New Zealand Defence Force [[2022] NZERA 409; 24/08/2022; M Urlich]

Apprentice found to be an employee wins over $25,000

Mr Cooper worked for Owhiro Builders Limited (Owhiro Builders) from March 2018 until October 2019. On 23 October 2019, Mr Cooper was advised by Mr Forsyth, the company director, that there was no work for him and since he was a contractor, they could terminate him at any time. Mr Cooper claimed he was unjustifiably dismissed as he was an employee of Owhiro Builders and claimed lost wages, compensation, and costs. Owhiro Builders claimed Mr Cooper was never an employee and submitted a counterclaim penalty against Ms Chhun, Owhiro Builders Office Manager and Bookkeeper as she incited, instigated, aided and/or abetted Mr Cooper's breaches of his employment.

The Employment Relations Authority (the Authority) first assessed whether Mr Cooper was an employee or a contractor of Owhiro Builders. On 20 July 2018, Mr Cooper signed a training agreement as an apprentice because he wished to become a qualified builder after being a plasterer for several years. The training agreement explicitly stated that it was an employment relationship between Mr Cooper and Owhiro Builders, Mr Cooper was to be paid wages, work a set number of hours and apprentice tasks were to be ticked off, suggesting the employment relationship was tightly controlled. Contrastingly, Mr Forsyth said he did not read the document carefully enough and that Mr Cooper did not act as an employee. He said he came and went as he pleased, and that Mr Cooper invoiced for his time. Mr Forsyth said that there had never been an intention to enter an employment relationship. Mr Cooper's evidence was that he was always an employee of Owhiro Builders. Moreover, Mr Cooper said he was never asked to submit a quote or estimate for any type of work but recorded his work hours in his work diary which he then sent to Ms Chhun. The Authority concluded that the training agreement between the parties was clear. Mr Cooper was apprenticed to Owhiro Builders and the nature of his agreement was one of employer and employee.

Owhiro Builders submitted a counterclaim for the Authority to impose a penalty, claiming that Mr Cooper breached his contractual obligations which caused them damages and loss. Owhiro Builders claimed that Mr Cooper presented inaccurate invoices, claiming a higher wage than what was agreed to. Mr Cooper's employment agreement stipulated that he was to be paid $35 an hour as an apprentice. Mr Cooper claimed the reason as to why he was paid $55 an hour was that when he was asked to do plastering work, Owhiro Builders would engage him as a subcontractor, and he would charge a different rate of $55 per hour. He said that any variation from his $35 hour rate for building work, could only mean that it included overtime. The Authority could not establish that Mr Cooper breached his employment agreement in this scenario.

Additionally, Mr Forsyth stated that he also received a complaint from clients that other people knew confidential information including what they were spending on kitchen remodeling. It was implied the information came from Mr Cooper. Mr Cooper denied the allegation and says it was never raised with him. In the face of that denial, there was no evidence to link Mr Cooper with any breach of confidence.

Mr Forsyth complained that Mr Cooper would know things he should not know and the only way that this information could have got to Mr Cooper was through Ms Chhun, as Ms Chhun and Mr Cooper were in a relationship during Mr Cooper's employment. Both denied that they were a couple. However, these allegations were not put to either Mr Cooper or Ms Chhun at the time and in the face of their denial, and Owhiro Builders failed to present any evidence for the Authority to conclude that there had been a breach of confidence through the release of confidential information.

In summary, Mr Cooper was found to be an employee of Owhiro Builders and was therefore unjustifiably dismissed from his employment. Moreover, Owhiro builders failed to establish that Mr Cooper breached his employment agreement. The counterclaim for a penalty against Ms Chhun was dismissed. Owhiro Builders was ordered to pay lost wages of $18,200, hurt and humiliation compensation of $7,000. Costs were reserved.

Cooper v Owhiro Builders Limited [[2022] NZERA 411; 24/08/2022; G O'Sullivan]

Duty manager dismissed for not following his obligations

Mr Day claimed The Last Wave Limited (Last Wave) unjustifiably dismissed him from his role as duty manager at its suburban sports bar. Last Wave dismissed Mr Day because it decided he had not followed his duty managers obligations by serving alcohol to an intoxicated patron (M), and by not removing an intoxicated patron (W) appropriately. As a result, Last Wave found it had lost its trust and confidence in Mr Day to perform his role.

Mr Day said he did nothing wrong. He said that M was not intoxicated and that he followed his duty manager obligations in relation to W. Mr Day said his contribution to Last Wave's disciplinary investigation was not genuinely considered, that their decision was predetermined and that the complaints raised by his colleagues about the incidents were false and ill-motivated towards him.

Last Wave said the dismissal for serious misconduct was justified and that it carried out a fair investigation. Last Wave claimed its finding of a loss of trust and confidence was because there was a risk to its license and business if it could not trust that such incidents would not recur, and that risked its license under the Sale and Supply of Alcohol Act 2012 (the Act). That was in the context of a police meeting that Mr Day attended, before the M and W incidents, where alcohol related harm call outs were discussed. The Employment Relations Authority (the Authority) reviewed the background, the specific incidents, and the disciplinary process.

The M incident occurred on 25 September 2020. When M, a regular patron, entered the premises, Mr Day's co-worker raised the issue of not serving her. Mr Day interacted with M and decided she was not intoxicated. M was served two handles of beer between the time she entered and about 45 minutes later, when she approached the bar for a third. Mr Day served her a mid-strength beer. Under the Act, it is an offence for a licensee or manager to provide alcohol to an intoxicated person.

The W incident occurred on the evening of 3 October. At approximately 7.30 pm, W, a patron known for intoxicated behaviour and associated violent reactions when removed from the premises, entered the premises in a clearly intoxicated state. Mr Day and the other bar person, J, refused to serve W alcohol. Mr Day said his plan was to sober W with water and food so that a taxi would take him home. Under the Act it is an offence for a licensee or a manager to allow an intoxicated person to remain on licensed premises. The Act includes a statutory defence which is to take the intoxicated person to a place of safety in the licensed premises or remove them.

Last Wave commenced a disciplinary procedure about both the M and W incidents. Mr Dear, the sole director of Last Wave, first met with Mr Day to ask him about the M and W incidents. He then provided him with a letter outlining Last Waves concerns which included an invitation to a disciplinary meeting. The letter explained the issues were serious and may result in termination of employment.

Mr Day and his domestic partner attended a first meeting with Mr Dear and Ms Walker-Anderson, the manager. Handwritten notes were taken, and Mr Day was provided time to provide further relevant feedback to the concerns raised. He was also provided access to CCTV footage of both incidents after which he produced detailed written feedback of what he saw on the footage of both the M and W incidents. Mr Day attended a further meeting with Mr Dear and was informed of his dismissal at the meeting.

In relation to the M incident, the Authority found it reasonable that Last Wave found it could not trust that Mr Day would not serve an intoxicated person again given his denial about M's intoxicated state when Last Waves findings reasonably found otherwise. Further the Authority found it reasonable that Last Wave found it was serious misconduct given the risk to its license under the Act.

The Authority found that it was reasonable for Last Wave to conclude that W should have been removed when he first entered due to his known violent reactions in the past to removal and reasonable that Last Wave concluded that Mr Day should have sought help to deal with W. The Authority also found it was reasonable for Last Wave to conclude, as it did, that Mr Day chose to do things as he saw fit rather than follow his obligations as a duty manager and that raised a real risk for Last Wave's ongoing compliance with the Act.

The Authority found that Last Wave was both substantively and procedurally justified in dismissing Mr Day for the M incident and for the W incident. Mr Day's claim was dismissed.

Day v The Last Wave Limited [[2022] NZERA 407; 23/08/2022; A Baker]

AdviceLine hours – Christmas and New Year 2022 - 2023

This is the last issue of the Employer Bulletin for 2022. The first issue in the New Year will be 23 January 2023. Have a safe and enjoyable holiday period. We look forward to your continued membership, support, and readership in 2023.

AdviceLine will be closing for the holiday period at 5pm on 23 December 2022 and will reopen at 8am on 4 January 2023.

Adviceline will be operating at the on the following hours during the New Year period:

Wednesday 4 January	8am – 5pm	Tuesday 10 January	8am – 5pm
Thursday 5 January	8am – 5pm	Wednesday 11 January	8am – 5pm
Friday 6 January	8am – 5pm	Thursday 12 January	8am – 5pm
Monday 9 January	8am – 5pm	Friday 13 January	8am – 5pm

AdviceLine will return to normal operating hours from Monday 16 January 2023.

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.

Seventeen 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)
- Inspector-General of Defence Bill (31 January 2023)
- Legal Services Amendment Bill (3 February 2023)
- Local Government Official Information And Meetings Amendment Bill (3 February 2023)
- Review Of Standing Orders (5 February 2023)
- Spatial Planning Bill (30 January 2023)
- Natural and Built Environment Bill (30 January 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)
- Thomas Cawthron Trust Amendment Bill (10 February 2023)
- Inquiry In To The 2022 Local Elections (14 February 2023)

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.

If you would like to provide feedback about the Employer Bulletin,
contact: comms@businesscentral.org.nz
or for further information, call the **AdviceLine on 0800 800 362**

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ADVICELINE

AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

TRAINING SERVICES

Our training team provide you with practical training solutions across various employment topics to help upskill your staff, giving your business a competitive edge.

OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

Health and Safety and the well-being of your employees should be of paramount importance to any employer. To help you along the way, we have a friendly and knowledgeable Health and Safety Consultant.

EMPLOYMENT RELATIONS CONSULTANTS

Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

LEGAL

When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

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ADVICELINE

AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

This service is 100% inclusive of your membership. There is no time limit to your call, and the team is available 8am–8pm Monday to Thursday and 8am–6pm Friday.

Our Employer Advisors are well trained and comprise a mixture of legal and business backgrounds. They understand your issues and can help advise you on legal requirements and best practices. They are backed up by a large resource base they can call on to support with you with written resources, guides, and templates.

TRAINING SERVICES

Our training team provide you with practical training solutions across various employment topics to help upskill your staff, giving your business a competitive edge.

Whether it be best practice processes under the Employment Relations Act and the Health and Safety at Work Act, leadership training or personal development, the Business Central training team are dedicated to facilitating your business's professional learning.

For more information about Business Central's public and customised in-house courses, or to register for a course, contact the team today.

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Health and Safety and the well-being of your employees should be of paramount importance to any employer. To help you along the way, we have a friendly and knowledgeable Health and Safety Consultant.

Adrienne has extensive experience with helping companies navigate Health and Safety requirements. She understands companies need to see sound return on investment for their well-being initiatives. Adrienne offers full support with compliance issues such as induction training and hazard identification and management. Additionally she can help with preparation for ACC 'Workplace Safety Management Practices'.

EMPLOYMENT RELATIONS CONSULTANTS

Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

Having someone equipped to help you do the work can take the stress out of a tricky situation.

Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult relationship or it could be confirming a restructuring selection matrix.

LEGAL

When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

Business Central Legal provides you best return on investment for legal advice on employment law matters. Our team of lawyers are only available to members, and can help solve your tricky issues.

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.