BusinessCentral

EMPLOYER BULLETIN

24 April 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

Inflation lower than expected but Cyclone Gabrielle keeps prices elevated

Inflation has come in lower than all market expectations but the Government is still focussed on bringing it down further and helping kiwis with the cost of living.

Stats NZ reported the Consumer Price Index was lower than expected at 1.2 percent in the March quarter, leaving the annual inflation rate at 6.7 percent despite recent extreme weather events.

This is the lowest quarterly increase since March 2021. The annual rate is below Australia, the United Kingdom and the OECD average of 8.8 percent. The Reserve Bank had forecast 7.3 percent and only one of the major banks predicted inflation would be below 7 percent.

"While lower than expected, today's result is still elevated by the impact of flooding and cyclone events on food prices, with prices increasing 8.6 percent for vegetables. The prices of second hand cars and insurance were also elevated. The effects of the cyclone will flow through into the June quarter results as well.

"Treasury forecast inflation will be 0.4 percentage points higher in the first half of the year because of the extreme weather. We don't have control over what the weather does, but we know it puts a strain on household's budgets.

"The cost of living is the main challenge right now in the economy and will be a major focus in May's budget. Our policy repriorisation review has netted $1 billion in savings so we can do more to support New Zealanders at this challenging time," Grant Robertson said.

New Zealand Government [20 April 2023]

Feedback sought to reduce building consent costs and improve sector performance

A consultation is now open to anyone who interacts with Building Levy, whether as a home or building owner who has, or may in the future, build or undertake renovations; building consent authorities; or someone who receive services the Building Levy funds.

"We are proposing changing the Building Levy threshold to $65,000, which will reduce the number of Levy payers by approximately 36 percent.

"We're also proposing to reduce the Building Levy rate to $1.48 including GST per $1,000 of building work value. This would reduce the cost of a building consent over the new threshold by approximately 15 percent for all Levy payers, irrespective of the value of their building work.

Councils collect the Building Levy and retain a three percent fee to cover administrative costs. It is expected there will be minimal financial impact for councils over the next three years and the reduction of the fee should be offset by the reduced workload. There may also be up-front administrative costs for the councils to update their systems with the new Building Levy threshold and rate however, we anticipate the remaining fee retained will cover this.

Ministry of Business, Innovation and Employment [17 April 2023]

Govt approves extra $25 million extension for cyclone-affected businesses

- $25 million boost to support more businesses with the clean-up in cyclone affected regions, taking total business support to more than $75 million
- Demand for grants has been strong, with estimates showing applications will exceed the initial $50 million business support packages
- Grants of up to a maximum of $40,000 per business, to be distributed by local organisations in affected regions

The Government is providing an additional $25 million to help more businesses in the clean-up from the damage caused by Cyclone Gabrielle affected regions and get them back on their feet.

This follows earlier support of $50 million to assist the business community with their immediate cashflow needs.

"The priority has been to get businesses back up and running as quickly as possible from the impact of the cyclone, working through the local agencies on the ground who know their area best," Grant Robertson said.

"Demand for grants has been strong, with applications to the local providers managing the funding exceeding the $50 million allocated. Based on the most recent assessment an additional $22 million is required to meet the additional demand, with around 5,800 applications received.

The extra funding allow more firms to be supported up to the $40,000 per-business. As with the previous funding, it will be managed at a local level by agreed providers.

New Zealand Government [18 April 2023]

Update to the hourly wage for tourism and hospitality roles

A new minimum hourly wage will come into effect for many tourism and hospitality roles from 24 April.

This means that, under AEWV, employers will be required to pay workers in specific tourism and hospitality roles at least 95 percent of the median wage — or at least $28.18 per hour.

To reflect the opening of the borders and gradual recovery of the tourism and hospitality industry, remuneration will move to 100 percent of median wage in April 2024 in line with other sectors.

Immigration New Zealand [17 April 2023]

Grocery food the largest contributor to 12.1 percent annual increase in food prices

Food prices were 12.1 percent higher in March 2023 than they were in March 2022, according to figures released by Stats NZ early last week. Grocery food was the largest contributor to this movement

In March 2023, the annual increase was due to rises across all the broad food categories Stats NZ measures. Compared with March 2022:

- grocery food prices increased by 14 percent
- fruit and vegetables prices increased by 22 percent
- restaurant meals and ready-to-eat food prices increased by 8.7 percent
- meat, poultry and fish prices increased by 7.8 percent
- non-alcoholic beverage prices increased by 8.2 percent.

The second-largest contributor to the annual movement was fruit and vegetables. The increase was driven by tomatoes, potatoes, and avocados.

Statistics New Zealand [17 April 2023]

EMPLOYMENT COURT: ONE CASE

Record penalties imposed for breaches of minimum employment standards

In an earlier decision, the Labour Inspector brought proceedings for breaches of minimum employment standards against four Liquor Centre Franchises and their owner/ operator, Mr Singh. Five migrant employees were employed by the companies at various times from 23 September 2015 to 13 November 2019. The Employment Court (the Court) made declarations that the five employees were not paid their minimum entitlements pursuant to the Minimum Wage Act 1983 and the Holidays Act 2003, that unlawful premiums were received in breach of the Wages Protection Act 1983, and that adequate employment records were not kept. There were 120 discrete breaches in total with the defendant companies having committed 71, and 49 by Mr Singh.

The Court also held that Mr Singh was the controlling mind of the companies by exercising significant influence and oversight of them. He was held to be directly or indirectly involved in the breaches in that he aided, abetted, counselled or procured the breaches by the defendant companies.

In this decision, the Court had to consider the quantum of penalties and the length of banning orders against the employer companies and Mr Singh for the breaches.

The Court held that the scale, breadth and gravity of the breaches allowed the defendants to gain a significant commercial benefit which warranted the imposition of penalties. While the total possible penalties available amounted to $7.4 million, the Labour Inspector sought $3.2 million.

In determining the quantum of penalties, the Court held the breaches were intentional and the result of a deliberate course of conduct over a four-year period which caused material loss and harm to the employees. They averaged between 65 and 70 hours of work a week, and were underpaid a total of $516,378. The Court heard how Mr Singh confiscated their bank cards, forced them to work for extensive periods without days off, to hand over money on request, and even made them sleep at the shops. The employees were significantly disadvantaged, and because they were migrant workers on temporary visas tied to their employment, they felt they had no other choice.

In what has been recognised as an example of modern slavery, the Court stated it was “a case involving systemic and deliberate exploitation of migrant workers,” with the defendant companies and Mr Singh having “shown no remorse or insight into their actions.” Mr Singh and the defendant companies were issued a record $1.54 million in penalties, with Mr Singh personally liable to pay $415,800 himself within fourteen days of the judgment.

The Court ordered payments to be taken from the fines and given to the employees. Four were to receive $50,000 each, and $55,000 to the fifth for their extreme hardship.

Finally, the defendant companies were issued with a two-year banning order while Mr Singh was issued with a record three-year banning order beginning January 2023. Given the severity of the breaches and the lack of contrition, the penalties and banning orders reflected the specific need for deterrence given the Court had little confidence that Mr Singh would not repeat the behaviour.

Labour Inspector v Samra Holdings Ltd t/a Te Puna Liquor Centre [[2022] NZEmpC 234; 15/12/22; Judge Beck]

EMPLOYMENT RELATIONS AUTHORITY: FOUR CASES

Employee dismissed following employer concerns over work hours

Ms Robinson was dismissed by PACT Group Limited (PACT) after the general manager raised concerns that she was not completing her timesheets correctly. Ms Robinson claimed she was unjustifiably dismissed, which PACT denied.

Ms Robinson's job as a community support worker involved supporting clients to live in the community. In 2021, Ms Robinson was required to complete certain additional training around the administering of medication. She said she had difficulty doing so as it required her to be in the office at or before 8.00am. That was problematic for her as she provided daily care for her elderly mother prior to starting work at her normal start time of 9.00am. Ms Robinson advised her manager via email that she had been trying to catch up with all her clients and complete the medication requirements outside her rostered hours and referred to it being a huge juggle for her and her clients.

Unbeknownst to Ms Robinson, the general manger, Mr Cardy, had been concerned by Ms Robinson's "huge juggle" comment and he decided to investigate her work. He checked Ms Robinson's work diary and the clients assigned to her as shown on the organisations online management system, as well as the electronic time recording system, and the GPS records on her work vehicle.

Mr Cardy then wrote to Ms Robinson, explaining that he had undertaken a review of her current workload and that as a result, he had some concerns in relation to how she was spending her work hours. The Employment Relations Authority (the Authority) outlined that Mr Cardy was concerned that Ms Robinson was claiming payment for time that she had not in fact worked. Ms Robinson was taken aback to be confronted with the allegations and she asked to meet with Mr Cardy to discuss in person. Mr Cardy refused, and instead said that he would meet with Ms Robinson online via Zoom. He explained that he was based in Dunedin, and he travelled to Wellington once a month to meet staff.

Ms Robinson responded to the allegations against her which the Authority summarised succinctly. First, Ms Robinson's view was that she was and always had been paid to work an 80-hour-fortnight, and that she had some ability to be flexible with when she worked, which was necessary as she served clients in the community and her work involved travel. Secondly, she stated that, consistent with her understanding she was accused of claiming overtime, there was no way she could claim overtime as her manager edited the timesheets to an 80-hour fortnight prior to submitting them to payroll. Thirdly, Ms Robinson was of the view that Mr Cardy had unfairly made assumptions that when she was not with a client or driving during the working day, she was not working, and she provided examples of other client-related work that needed to be done. Following further communication between the parties, Mr Cardy wrote to Ms Robinson and she was dismissed for serious misconduct, with immediate effect.

When considering if PACT sufficiently investigated the allegations against Ms Robinson before dismissing her, the Authority considered that the answer was no. Mr Cardy arrived at his conclusions based on assumptions he himself made about what Ms Robinson's work involved, how long certain tasks should take, and his understanding of the relatively new electronic time recording and payment system and how it interacted with employees' previously agreed terms and conditions of employment. Mr Cardy never checked his assumptions about Ms Robinson's work with her manager, and he actively discounted Ms Robinson's own explanations about time taken and work performed.

The Authority found PACT did raise its concerns with Ms Robinson, Mr Cardy set out PACT's position in detail for Ms Robinson to respond to. The evidence showed, however, that PACT did not give Ms Robinson a reasonable opportunity to respond to its concerns before dismissing her. Mr Cardy's decision not to meet face to face with Ms Robinson before making the decision to dismiss her fell far short of his obligations to deal with her in good faith, and to be active, communicative, and responsive.

The Authority also found PACT did not genuinely consider Ms Robinson's explanations before dismissing her. PACT's own records supported Ms Robinson's evidence that she was paid on the basis of an 80-hour fortnight. PACT provided no evidence to refute Ms Robinson's understanding of her own terms and

conditions of employment.

Overall, the decision to dismiss Ms Robinson without notice for serious misconduct was not supported by the facts as the Authority found them to be and was not what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred. Accordingly, the Authority found that Ms Robinson's dismissal was unjustifiable.

PACT Group Limited was ordered to pay to Ms Robinson $20,000 without deduction as compensation for hurt and humiliation. Following her termination, Ms Robinson chose to focus on retraining, therefore the Authority found that she was not able to establish her claim for lost wages. Costs were reserved.

Robinson v PACT Group Limited [[2022] NZERA 598; 16/11/2022; C English]

The Authority amends and applies restraint of trade and non-competition provisions

Mr Allred purchased a courier business trading as Tradies Ladies Limited from Ms McKay on 1 July 2016 and then employed her and Ms Gerard as courier drivers. The sale and purchase agreement of the business included a restraint of trade provision limiting Ms McKay's ability to set up a competing business for a period of three years. After three years, Ms McKay resigned at which point the restraint of trade expired. Both Ms Gerard and Ms McKay's employment agreements included provisions protecting confidential information, non-competition, non-solicitation of clients and employees.

Ms Gerard also resigned and then began working for Royale Couriers Limited (Royale Couriers) within a few days. Ms Harland was the sole director and shareholder of Royale Couriers and was also Ms McKay's sister. Mr Allred alleged that Ms McKay and Ms Gerard established Royale Couriers and Ms Harland enabled them to use her name. Mr Allred also claimed to the Employment Relations Authority (Authority) that Ms Harland and Royale Couriers incited, instigated, aided, or abetted Ms McKay and Ms Gerard's breaches of their employment agreement.

Tradies Ladies had a proprietary interest in protecting the business relationships they had retained and developed over the years of trading. The Authority assessed whether the restraints of trade provisions in the employment agreements were reasonable and enforceable. It found difficulty in allowing the non-solicitation of clients and employees to run for twelve months and a restraint of non-competition for six months to be reasonable for courier driving or dispatching work. The Authority used its discretion under the Contract and Commercial Law Act 2017 and the Employment Relations Act 2000 to reduce the restraints to a three-month period with the term of the restraints to start at the commencement of Ms McKay and Ms Gerard's employment with Tradies Ladies.

Ms McKay's evidence was inconsistent. She claimed she would assist her sister with Royale Couriers from time to time on an unpaid basis but was found to be covering shifts when employees were unavailable. She also paid for the incorporation of Royale Couriers, the company uniforms, had full signing rights to the linked bank accounts, arranged a landline for the business. Further, she paid for the landline to be diverted to her mobile phone which was the sole number noted as the Royale Couriers' phone number on the company's first invoice from Spark New Zealand. She also arranged insurance, finance, and registration for the purchase of a company van. She was not simply providing advice to her sister as any family member would but had taken on the majority, if not all, of the administrative tasks necessary to set up and run the company including as a guarantor for their bank loan. Since she was a driving force behind the establishment and operation, the Authority found she was conducting business in competition with her former employer and therefore breaching her non-competition clause.

The lack of evidence meant that the Authority could not conclude that Ms McKay breached the non-solicitation of clients clause. Two of Mr Allred's customers failed to attend the investigation meeting and the only customer that did provide evidence stated he changed to Royale Couriers because of lack of service satisfaction. While Ms Gerard was found to have persuaded an employee to resign, as well as telling a Tradies Ladies customer to find a new courier provider as they were too busy to do its work, Mr

Allred could not produce further evidence to substantiate the claims.

In relation to the breach of the non-competition restraint, Ms Gerard left Tradies Ladies because of the hostile environment but did not have the skills or qualifications to be a business owner as Mr Allred was claiming her to be. Despite the allegations that Ms Gerard owned the van, which she used to carry out her courier duties for Royale Couriers and used the company credit card for her personal use, it did not indicate a relationship beyond one of employment with Royale Couriers. Thus, Ms Gerard did not breach the non-competition restraint. However, the Authority held that by Ms Gerard providing price lists for Royale Courier's customers on one occasion, that did amount to a breach of the non-solicitation of clients clause.

There was no evidence that Ms Harland and Royale Couriers incited, instigated, aided and abetted Ms McKay and Ms Gerard to breach their employment agreements as neither discussed those restraints with her and, without knowledge, it was not possible for that to happen. Therefore, the claims against Ms Harland and Royale Couriers were dismissed.

The Authority determined that Mr Allred was entitled to special remedies as its revenue dropped by 30 percent with six significant customers solicited by Ms McKay and Ms Gerard. Consequently, there were plans to make two out of its eleven employees to be redundant to mitigate this loss. Annual drop in profit was measured to be $43,255 but that did not consider the downturn in the overall market. Overall, Ms McKay was ordered to pay $5,000 in special damages for breaching the non-competition restraint. Ms Gerard was not ordered to pay despite breaching her non-solicitation of clients clause in her employment agreement as no loss of profit was established from that breach. Costs were reserved.

Tradies Ladies (2016) Limited v McKay [[2022] NZERA 615; 22/11/2022; T MacKinnon]

Incorrect assessment of true nature of role leads to unjustified dismissal

In early 2019, Ms Wells was employed by Cashmere Club as a courtesy coach driver, initially on a casual basis, but then worked more regular hours as coach driver and bar person, until she was made redundant in September 2020. In March 2020, Cashmere Club's board decided to close the club during the COVID-19 lockdown. Upon reopening, the coach service did not resume, so Ms Wells worked in various other roles including bar shifts and appeared on the bar roster.

In July 2020, Ms Wells stopped appearing on the bar roster. Mr Austin, a board member, stated that there was a new roster system which was just for the courtesy coach team. As the coach service was not yet running at the time, he advised her that she would be paid using the COVID-19 Wage Subsidy. Ms Wells challenged Mr Austin in an email that her employment included bar work and that her employment agreement reflected this. Mr Austin responded that her employment was not being changed and he could not find her employment agreement, suggesting that if she had signed something she may have her own copy.

The coach service never resumed, and Ms Wells did not return to work at Cashmere Club after Mr Austin communicated that she was no longer on the bar roster. In September 2020, Cashmere Club made Ms Wells and the other coach driver redundant after a consultation process citing that it would not be economically viable to resume the coach service.

In August and September 2020, Ms Wells raised two personal grievances against Cashmere Club claiming that she was employed both as coach driver and bar person and hence the failure to provide bar work constituted a unilateral change to her employment and thus amounted to unlawful suspension and the redundancy was not genuine because Cashmere Club had failed to consider her feedback.

Regarding the status of her employment, Ms Wells gave evidence that although she started her employment in a casual capacity, she signed an employment agreement in May 2019 to reflect a transition to being a permanent employee. The Authority accepted this point based on payslips provided by Ms Wells which showed that an inclusive holiday-pay rate ceased, and subsequent pay slips accrued annual holiday leave consistent with a permanent role. The payslips also showed she had patterns of working on Thursdays and Sundays consistent with a shift to a permanent role.

The next issue was the nature of Ms Wells' role. Cashmere Club claimed that Ms Wells was a courtesy coach driver and when there were no scheduled rides, she cleared and cleaned glasses, which was common practice for all coach drivers. Ms Wells presented payslips which showed she worked bar shifts before the lockdown and received bar training and had a log-in to serve in the bar. Thus, the Authority found that Ms Wells' role was not solely a coach driver but after the initial weeks of employment in a permanent part time role, she undertook full bar duties as needed or required by the Cashmere Club roster.

As Ms Wells' role included bar work, the Authority agreed that the removal of Ms Wells from the bar roster amounted to suspension. To justify suspension, an employer must have good reason to believe that the employee's continued presence will have an adverse effect. There was no evidence of any high risk in having Ms Wells in the workplace and in failing to consult with her, Ms Wells lost the opportunity to discuss the proposal and possible alternatives.

The Authority also stated that a suspension, even when unaccompanied by economic loss, could have an adverse effect on the employee. Ms Wells was taken off the bar roster with pay but, without any real communication and she had to contact Mr Austin for an explanation. Accordingly, the Authority found Cashmere Club unjustifiably suspended Ms Wells in such a way that she was disadvantaged in her employment. The Authority then considered whether Cashmere Club's decision to dismiss Ms Wells by way of redundancy was justified. The redundancy proposal was based on two reasons. The first was a $50,000 financial drop in revenue for a comparative period from the previous year and secondly was the COVID-19 Wage Subsidy finishing. Ms Wells had provided feedback to Cashmere Club stating she was not just a coach driver and that her experience doing various tasks, including bar work, meant there could be other work arranged for her.

The Authority found that the decision to make Ms Wells redundant due to cessation of the coach service was insufficient given the previous finding that Cashmere Club had unreasonably decided her role was solely that of a coach driver. Cashmere Club had also failed to genuinely consider Ms Wells' feedback by dismissing it stating that it was not "substantive". The Authority also found Cashmere Club failed significantly in the redundancy process by not genuinely considering redeployment options as Ms Wells was trained to do bar work, and the bar continued to operate after Ms Wells was removed from the roster and made redundant. Accordingly, the Authority found that Cashmere Club's decision to make Ms Wells redundant was not what a fair and reasonable employer could have done in the circumstances at the time. Ms Wells was awarded $20,000 in compensation and $1,520 in lost wages. Costs were reserved.

Wells v Cashmere Club Inc [[2022] NZERA 578; 7/11/2022; A Baker]

Employer not sharing reasons for discomfort with employees' work practices, instead suspending them

Mr Park and Ms Jeon were employees of The Korean Society of Auckland Incorporated (KSA) until they both resigned on 5 December 2019. They cited the same background in support of their contention that their resignations were forced and accordingly constituted dismissals which they claimed were unjustified. KSA wished the matters to be heard separately, which they were.

Mr Park was employed by KSA from 5 June 2018 to 5 December 2019 as an assistant manager. He said he was forced to take annual leave, was accused of wrongdoing, went through a period where he was not paid, and ultimately left his employment on 5 December 2019 in circumstances which constituted a constructive dismissal. He claimed that at all material times that KSA's President, Ms Wilson, caused KSA to act the way it did, as it acted under her direction. KSA denied any wrongdoing, claiming that Mr Park resigned on his own initiative. Ms Wilson denied any personal responsibility and said she simply

acted as the President of KSA and not in any individual capacity.

Ms Jeon received a work visa on 29 January 2019 and commenced permanent full-time employment with KSA on 1 February 2019. This carried on until she was forced to take annual leave, was not paid for that leave until after her employment ended, was unilaterally suspended from her employment, and ultimately resigned on 5 December 2019 in circumstances which she claimed constituted a constructive dismissal.

Mr Park said on 10 October 2019, he was asked to learn Ms Jeon's role in case she left KSA. At the end of September 2019, Ms Wilson went to South Korea and did not return to New Zealand until mid-October 2019. During this period, some of KSA's financial documents, including employment agreements, had gone missing. Immediately prior to her return, Mr Park and Ms Jeon became aware that KSA posted comments online that seemed to describe them as a liability. On 17 October 2019, both Mr Park and Ms Jeon were told by a KSA director to take all their cards and keys and leave the office. They were ordered to take three weeks' leave.

On 13 November 2019, Mr Park's and Ms Jeon's representative forwarded a personal grievance letter to KSA explaining that this action had disadvantaged her clients. That day, when Mr Park arrived for work, he noticed that Ms Wilson's car was parked there but the doors were all locked and no-one answered when he knocked. On 21 November 2019, Ms Jeon arrived at the office after taking three days' bereavement leave. She said that when she arrived, the doors were all locked with notices displayed. On 22 November 2019, Mr Park and Ms Jeon received a message from Ms Wilson informing them that they could return to work, but they had to work upstairs and not in their normal workspace. When they returned, they found they also were expected to use their own computers when previously they had been supplied with computers.

Without any discussion, Ms Jeon received a notice of suspension claiming she had committed misconduct by assaulting a volunteer worker. No process was followed involving Ms Jeon, and her first opportunity to deny the allegation was during the investigation meeting. Ms Jeon stated during this time she had no access to her workplace systems and files. She simply could not carry out her work.

Ms Wilson's evidence made it clear that KSA considered that Ms Jeon had deliberately taken the financial data with the intention of causing conflict. It did not share that view with Ms Jeon until well after the termination of her employment. No proper investigation had been carried out or any disciplinary process undertaken. Ms Wilson confirmed however there was no consultation regarding the forced leave and that on the date both Mr Park and Ms Jeon resigned, neither had been paid for the time taken off because of the forced annual leave.

At the time of his resignation, Mr Park had still not been paid. That conclusion was reinforced by KSA's decision to force leave on Mr Park when it had an underlying motive unknown to him. There was no discussion, consultation, or negotiation with Mr Park about the taking of leave. The motive of course was that as President, Ms Wilson was concerned about the taking of financial information, and intended to carry out an investigation and then ascribe blame. If that were the reason, then she needed to explain that to Mr Park.

KSA was ordered to pay Mr Park one month's salary as lost wages covering the period from the date of his resignation, until he enrolled for further studies and the sum of $10,000 as compensation for hurt and humiliation. KSA was ordered to pay Ms Jeon two months' salary as lost wages and the sum of $15,000 as compensation for hurt and humiliation. Costs were reserved.

Park & Jeon v The Korean Society of Auckland Inc [[2022] NZERA 623; 25/11/2022; G O' Sullivan]

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.

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

- New Zealand Superannuation and Retirement Income (Controlling Interests) Amendment Bill (24 April 2023)
- St Peter's Parish Endowment Fund Trust Bill (26 April 2023)
- Immigration (Mass Arrivals) Amendment Bill (27 April 2023)
- Resale Right for Visual Artists Bill (27 April 2023)
- Land Transport Management (Regulation of Public Transport) Amendment Bill (28 April 2023)
- Regulatory Systems (Education) Amendment Bill (1 May 2023)
- Education and Training Amendment Bill (No 3) (1 May 2023)
- Integrity Sport and Recreation Bill (3 May 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,
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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.

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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.

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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'.

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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

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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.