BusinessCentral

EMPLOYER BULLETIN

29 May 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

Extra boost for Southland's Just Transition

Southland's Just Transition is getting a further boost to help future-proof the region and build its economic resilience, Energy and Resources Minister Megan Woods announced on Friday.

"This Government is committed to supporting Southland's just transition and reducing the region's reliance on the New Zealand Aluminium Smelter at Tiwai Point," Megan Woods said.

"We're investing in projects identified through the just transition process, aimed at development of new industries and pathways for workers to make the shift to these new opportunities."

The $8 million funding package includes support for:

- Southland Engineering and Manufacturing Cluster
- COIN – Southland's startup and innovation ecosystem
- Further development of Southland's aquaculture industry
- Implementing the region's new long-term plan, Beyond 2025

"This funding will help create new industries, transition workers and support long-term planning for the region," Megan Woods said.

New Zealand Government [23 May 2023]

Trapped arm a sombre warning on imported machinery

A multinational company has been sentenced after a worker's arm got caught in a bark-stripping machine which did not have the appropriate safeguards for New Zealand use.

CFGC Forest Managers (NZ) Limited (CFGC) is a forest management and export company. Its parent company, China Forestry Group New Zealand Company Limited, exports logs from New Zealand to China.

The worker was troubleshooting on the debarking machine when its rollers closed and trapped his wrist. He required surgery and plates put in for a broken arm and a dislocated wrist.

WorkSafe opened an investigation into the June 2021 incident at Northport, which found significant safety modifications were made to the debarker before it was put into use.

However, CFGC did not ensure the debarker met New Zealand safeguarding standards before operation. Nor did CFGC bring in a qualified expert to assess the safeguarding of the machine before it was used.

"It is vital that any business bringing new machinery into the country does its due diligence to bring the equipment into line with New Zealand safety standards. Get the right experts and advice to ensure none of your workers are exposed to the type of danger seen in this incident," says WorkSafe's area investigation manager, Danielle Henry.

Worksafe New Zealand [23 May 2023]

Government invests more than $24 million in regional projects

The Government is continuing to invest in our regional economies by announcing another $24 million worth of investment into ten diverse projects, Regional Development Minister Kiri Allan says.

"Our regions are the backbone of our economy and today's announcement continues to build on the Government's investment to boost regional economic resilience and set up our communities so they can continue to thrive in the future," Kiri Allan said.

"Through a mix of grants and loans, we're investing in projects that will enable our regional businesses to continue to grow. From innovative crop farming to training projects, orchard development to sporting facility revamps, these investments will help accelerate business developments and advance work and training opportunities, adding to the vibrancy and appeal of our regions," Allan said.

The projects are funded through the Regional Strategic Partnership Fund, which aims to support regional economies to become more productive, resilient, inclusive and sustainable by delivering local approaches tailored to regions' particular needs and advantages.

Since coming into Government $3.2 billion has been paid out from Kānoa's eight funds to support our region's economies and 1,148 projects have been completed.

New Zealand Government [25 May 2023]

8% pay boosts for GP & community nurses

About 6,100 more GP, community nurses and kaiāwhina will be eligible for pay rises of 8% on average to reduce pay disparities with nurses in hospitals, Minister of Health Dr Ayesha Verrall has announced.

The top up comes from a $200 million fund established to remove pay disparities between nurses working in different parts of the health system and is the latest action taken by the Government to boost nurses pay.

"Nurses with the same skills and experiences should receive comparable pay, regardless of which part of the health system they work in," Dr Ayesha Verrall said.

"We need to be able to attract and reward nurses to work in hospitals, GPs and in the community. This significant investment is a major step towards tackling the long-standing issue of pay gaps between nurses who work in the community and those who work in hospitals.

"It will enable general practices and Primary Health Organisations to boost pay rates for about 4,800 practice nurses and kaiāwhina by an average of 8%.

"The Government has agreed with Te Whatu Ora's updated advice to include practice nurses because a pay gap has emerged with Te Whatu Ora nurses since this initiative was first announced in November last year.

"This funding will also lift pay rates for about 1,300 nurses and kaiāwhina who work in Family Planning, Plunket/Well Child Tamariki Ora, school nursing services, mental health and addiction, rural hospitals, telehealth, community care services and the Youth One Stop Shop.

New Zealand Government [24 May 2023]

Govt turns the sod on new Jobs and Skills Hub for Hawke's Bay

- New Jobs and Skills Hub to begin construction in Hawke's Bay
- The Hub will support the building of $1.1billion worth of homes in the region and support Cyclone Gabrielle rebuild and recovery.
- Over 2,200 people have been supported into industry specific employment, apprenticeships and training, by these Hubs across NZ

The Government were in the Hawke's Bay on Friday, 'breaking ground' to mark the commencement of upcoming construction on the new Building Futures Training Facility where the Jobs and Skills Hub will be co-located and will support local people into local jobs.

"This is a big win for the Hawke's Bay," Minister for Social Development and Employment Carmel Sepuloni said.

"Hawke's Bay have been at the frontline of the extreme weather events which is why the new Jobs and Skills Hub, once built, will not only help support the region's rebuild and recovery, but it'll also help support major infrastructure projects long-term," Carmel Sepuloni said.

"The Hub will help find job seekers to help them build $1.1billion worth of homes in the Hawke's Bay, and help with the build and construction of a new hospital for the region.

Immigration New Zealand [24 May 2023]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Parties understood that child's guardian determined acceptance of employment offer

DOC bought a dance school that EOW taught at, and the transfer involved all roles being made redundant, with new offers to employees made afterward. After discussing the nature of employment and negotiating the terms in the written agreement, DOC withdrew the offer she had emailed to EOW. EOW sought a claim of unjustifiable dismissal based on accepting a verbal offer before the written agreement.

In June 2021, the previous owner of the dance school notified parents, students, and staff that new owners had purchased the business. She consulted with the staff on a proposal of redundancy. The proposal letter said: "The new owner has expressed an interest in offering employment to some of the Business's employees […] and they will be contacting the affected employees directly […] New employment is entirely at the new owners' discretions." The previous owner discussed this during the meeting. EOW's agreement also stated reemployment and its terms was ultimately "the decision of the new employer."

Meanwhile, DOC needed to re-employ staff for the school's ongoing classes. On 1 July 2021, legal advice sought by DOC recommended not to verbally offer employment. DOC intended to limit her verbal communication to informal talks with the staff, to ascertain what and when they would teach. DOC had this conversation with EOW on 2 July and EOW expressed interest.

On 3 July 2021, the previous owner informed EOW of her redundancy from the company, to take effect 23 July 2021. That morning, DOC held a second meeting with EOW about teaching additional classes, which EOW agreed to. DOC talked in terms of sorting out the roster in practice and getting the agreement on paper, rather than presenting the role hypothetically. DOC also noted EOW's parents needed to grant permission, and that EOW should talk to her mother (Ms W) if she had questions about the contract. After the meeting, EOW called Ms W who gave permission, and relayed this back to DOC. EOW understood her employment as confirmed from this point.

DOC emailed Ms W on 5 July 2021 about conversations she had with EOW, and for Ms W to confirm her permission, which she did. DOC said she was waiting on lawyers to complete the draft employment contracts, which employees would sign. After this, EOW's name was written on the work timetable and in subsequent emails to students' parents naming the teachers for the term.

By 16 July 2021 the business purchase had settled, and DOC emailed out all the draft employment agreements. She followed this up on 19 July 2021. However, on 21 July 2021, having not heard back from EOW, DOC messaged her individually that the agreement needed to be printed and signed by 23 July 2021. EOW responded the following day that her mother had contacted lawyers and would come back to DOC. On 23 July 2021, Ms W emailed DOC with concerns about the trial period and restraint of trade clauses in the draft agreement.

On 26 July 2021, DOC withdrew the employment offer. She said she considered the request to make the changes, but over the weekend decided she was not willing to do so.

The Authority considered whether the 3 July 2021 conversation amounted to a verbal employment agreement. It found that DOC made an offer even if she lacked intention. During the conversation DOC declared her readiness to contract, and her follow up with Ms W proved the situation was further along than mere feelings approaching an agreement, or negotiations to potentially produce one. On her own, EOW's behaviour indicated she accepted this offer immediately.

However, all parties understood that Ms W was the one who confirmed EOW's employment. Acceptance of the offer was conditional on Ms W, who did not accept the offer instead, she entered into negotiations for a new offer with different terms. Therefore, the company ended EOW's employment without dispute via the redundancy. EOW could not in the given conditions enter a verbal contract with DOC, and she did not agree to the written offer. Because EOW did not become an employee, she was not unjustifiably dismissed. Costs were reserved.

EOW v DOC [[2023] NZERA 14; 13/01/23; S Kennedy]

Multiple breaches of employment standards

The Labour Inspectorate (the Inspector) received a complaint from Mr Sun and commenced an investigation of his employment by Happytime BBQ Restaurant Ltd (Happytime). The second respondent, Ms Song, was the sole director and shareholder throughout Mr Sun's employment from 2017 to 2019. When Mr Sun was employed by Happytime as a chef, it traded as Hehe Barbeque from premises in central Auckland.

After a thorough investigation the Inspector compiled a detailed report based on extensive interviews with Ms Song, Mr Sun and others, and from any documentary information he could find such as wages and time records and bank statements. The Inspector concluded that Happytime had breached minimum employment standards covered in the Minimum Wage Act 1983, Holidays Act 2003, Employment Relations Act 2000 and Wages Protection Act 1983.

The Inspector assessed total arrears or underpayments of wages, holiday pay and other entitlements due from Happytime to Mr Sun, of $65,503.78. He required the company to pay that money for the use of Mr Sun. When payment was not made, the Inspector applied to the Employment Relations Authority (the Authority) for an investigation and determination of Happytime's liability to pay the arrears and penalties for the breaches of minimum employment standards. Ms Song was joined by the Inspector to the application as a person involved in breaches of employment standards, within the meaning of the Employment Relations Act 2000 (the Act).

In 2017 arrangements were made by Ms Song for Mr Sun to come from China and begin working for Happytime under her direction and supervision. Part of those arrangements required him to transfer the equivalent of $16,563 New Zealand dollars from his bank account in China to Ms Song in New Zealand. Ms Song described the money as a refundable deposit but admitted to the Inspector she used the money and did not refund it after the employment ended in April 2019.

The Authority accepted the Inspector's conclusion that the money was a premium and was charged by the employer in breach of the Wages Protection Act 1983. The purpose of the payment was obviously to buy a job and it was therefore an illegal premium requested and received by Ms Song or Happytime or both. The money was claimed by the Inspector to give back to Mr Sun. At the Authority, Ms Song offered no defence and accepted that the claims against her personally and her company Happytime were made out by the Inspector.

The Authority outlined the details of the employment and payments made to Mr Sun. After paying the premium and starting work, Mr Sun signed an employment agreement with his work hours as a chef stipulated to be 40 over five days paid at $22 per hour. He commenced in October 2017, several months before the agreement was signed. From his investigation the Inspector concluded Mr Sun had usually worked 60 hours a week, ten hours a day over six days. Mr Sun was not paid at all in some fortnights and underpaid his hours in others. His wages fell below the minimum wage and fell even further below the contractually agreed pay rate. The Inspector concluded that Mr Sun had been underpaid wages for the hours he worked in a total of $37,600.65 for a period of 19 months of employment. The Authority accepted as correct the Inspector's conclusions and assessment of the claim.

The Inspector found many other failures of Happytime to comply with statutory employment standards covering annual and public holidays and the total arrears owing to Mr Sun was $65,503.78 including the premium paid by him. The Authority determined that Happytime had to pay $65,503.78.

The Inspector concluded that Ms Song had aided and abetted Happytime in the breaches, which was clearly the case given her sole directorship of the employer and her hands-on role in running the restaurant. She was therefore involved in the breaches and was liable to penalties. The Authority considered the legislation, and the comprehensive written submissions provided, to determine whether Happytime or Ms Song should pay any sum as a penalty for the breaches and if so, what that sum should be.

The Authority was well satisfied that penalties were justly to be imposed and ordered Happytime to pay penalties of $102,000 and Ms Song to pay $51,000. Part of the penalties were awarded to Mr Sun to recognise that he was the principal victim of the unlawful conduct. Happytime was ordered to pay him $10,000 of the penalties awarded against the company and Ms Song was ordered to him $5,000 of the penalties awarded against her.

Happytime therefore had to pay $92,000 and Ms Song $46,000 to the Authority for payment into a Crown Bank Account. Costs were reserved.

A Labour Inspector v Happytime BBQ Restaurant Limited [[2023] NZERA 20; 17/01/2023; A Dumbleton]

Employee dismissed after health and safety breach

Mr Suratkar was employed by Inghams Enterprises (NZ) Pty Ltd (Inghams) as a registered electrician. He was dismissed for serious misconduct in October 2018 and raised a personal grievance claiming his dismissal was not justified.

The events leading to the dismissal followed Mr Suratkar being instructed to repair an electrical supply cable. He commenced the work at the factory on 23 August 2018 and when he was finished his supervisor inspected the work. The supervisor considered that a basic and mandatory safety procedure had not been followed to ensure the flow of electricity was cut off from the repair area. He reported the incident and Mr Suratkar was interviewed by Ms Ogg, the plant manager, about the way he had gone about the repair work. He was asked to explain his apparent failure to lock out the electrical supply circuit before commencing the repair work. His actions were questioned against written safety procedures or rules, and company rules contained in the collective agreement. Mr Suratkar had previously been given a final warning for poor exercise of judgement in a matter of health and safety.

The Employment Relations Authority (the Authority) referred to the relevant safety rules for turning the flow of current off and on. Due to the risk that current may be turned on while a person such as an electrician was exposed to the risk of electrocution, the equipment was designed and constructed to allow for a padlock to be placed on it, preventing the switch from being moved. There was a two-step process, the ‘Lockout step’ and a further requirement called the ‘Tagout step’, known by the acronym LOTO. Lockout and Tagout were not alternative steps for an operator to choose one or the other. The rules required both steps to be taken to achieve a state of LOTO and eliminate or minimise risk.

Mr Suratkar explained to Ms Ogg why he had decided to take the Tagout step only, which he regarded as safe on its own. It was argued before the Authority that what Mr Suratkar decided to do in the circumstances was safe, but the Authority considered that what he thought was safe was not the point when he was under a requirement to follow safety rules. He had been lawfully and reasonably directed to obey a certain rule having safety as its objective. He had been instructed and trained in a process his employer considered to be necessary for safety. Mr Suratkar had been given no discretion or permission to exempt himself from the rule, whatever his subjective assessment of his own actions may have been.

The Authority found Inghams conducted a thorough and fair investigation. It was unrushed and well documented. Inghams safety rules were plain, entirely comprehensible and, given the invisibility of electrical current and the unforgiving nature of electrocution, inarguably reasonable. Inghams reasonably concluded that Mr Suratkar had breached safety rules and by doing so had put at risk his safety and that of others. Inghams found there was no excuse or matters of mitigation for his actions. Mr Suratkar had simply exempted himself from obeying the rules and had deemed his actions to be safe. The failure of Mr Suratkar was capable of being serious misconduct because of the inherent danger presented by live electricity, the flow of which he was trusted to control.

Inghams advised Mr Suratkar in writing that his conduct had been found to be serious misconduct and that it was proposing to terminate his employment. He was offered an opportunity to provide feedback on the proposal before any final decision was made. Ms Ogg told the Authority that in reaching her decision to dismiss, the critical factor had been whether Mr Suratkar could be relied upon in future to follow LOTO and safety rules generally. She described as an underlying issue the refusal by Mr Suratkar to accept that the LOTO process had to be followed on all occasions. Without a change in his attitude and approach, she saw a risk remaining that he would repeat the breach.

The Authority found Inghams fully discharged its obligation to give Mr Suratkar a reasonable opportunity to respond to its concerns before dismissing him and was satisfied that the dismissal of was justifiable. The Authority determined that Mr Suratkar did not have a personal grievance arising from his dismissal or the circumstances surrounding it. Inghams were entitled to costs.

Suratkar v Inghams Enterprises (NZ) Pty Limited [[2023] NZERA 28; 20/01/2023; A Dumbleton]

Breaches of employment law caused constructive dismissal

Ms Price commenced employment with Pinevale Farms Limited (Pinevale) on 11 January 2020 as a casual relief milker. She resigned on 1 October 2021 and alleged she was constructively dismissed, due to Pinevale not fulfilling minimum employment standards. She raised a personal grievance for unjustified dismissal seeking wages, holiday pay and public holidays allegedly not paid, along with compensation for hurt and humiliation and penalties.

The parties informally agreed to employment and did not write an agreement. Owner-operator, Mr Hurst, paid a net $70 for each milking, inclusive of eight per cent holiday pay. Eventually the parties agreed on ten milkings per week and a $700 net payment. Mr Hurst also provided accommodation on the farm with a nominal value of $240 per week. By April 2021 she was performing other farm work tasks.

Mr Hurst said administration was not his strength and he did not keep wage, time, holiday and leave records, and left the payments to his accountant. Ms Price felt he failed to provide agreed and timely scheduled weekends off, and sometimes Pinevale didn't pay her regularly. Around July and September 2021, she raised the need to formalise her pay and holidays provision in an employment agreement. She felt Mr Hurst refused to address the matter and never gave her an agreement.

Meanwhile, Mr Hurst claimed to issue written warnings regarding the welfare of the animals she looked after. Ms Price asserted she did not have any disciplinary meetings or receive the warning letters produced during the investigation meeting with the Employment Relations Authority (the Authority). Mr Hurst kept poor documentation on this and poorly recalled the timelines involved.

Ms Price resigned on 24 September 2021, with her last day of work on 1 October 2021 and vacated the accommodation two days after. The letter cited Pinevale's failure to provide an employment agreement after several requests; lack of regular days off; unilateral roster changes; failure to compensate extra hours; failure to provide paid holidays and public holiday pay; recent treatment like cutting hours whilst commenting on remaining farm work and avoiding communication. Ms Price concluded by detailing the impact Mr Hurst's behaviour had on her mental wellbeing. Mr Hurst said he did not pay the notice period because she left the accommodation untidy. He realised he owed her holiday pay but up to the hearing did not pay it.

In the absence of a formal agreement, the Authority had to determine the nature of the employment. The relief milker role was casual, but because Ms Price's time off was controlled by Mr Hurst and her role expanded past the relief work, the Authority found she was a permanent employee with full-time hours.

The Authority also determined if Ms Price was constructively dismissed, Pinevale's breach of duty caused her resignation and made it reasonably foreseeable. The Authority found these breaches serious and ongoing. They violated minimum employment standards and the normal manner of calculating pay by hours. Ms Price submitted that she was unable to cope with them. Pinevale wilfully ignored the breaches being raised and did not remedy them. Mr Hurst did not adequately explain why the employment was set up in this manner, or his lack of resolution. The Authority found despite the free accommodation, Mr Hurst held the advantage in his arrangement, versus Ms Price who was vulnerable and experienced bargaining imbalances. After so many opportunities to resolve the breaches, Pinevale's actions caused the employment relationship to end, making it a constructive dismissal that was unjustified, and the Personal Grievance successful.

The Authority considered compensation for injury to Ms Price's feelings, and humiliation and loss of dignity. It accounted for the undermining of her confidence and wellbeing, her loss of accommodation, and Mr Hurst's language that went too far for even the "robust" workplace. It also noted Ms Price's credibility caring for animals. The Authority concluded that Pinevale either did not give its warnings, so they did not notify Ms Price, or the process was unsatisfactory if they had. Witnesses provided unconvincing evidence on the matter. Resultingly the "unfounded personal attacks" caused Ms Price unnecessary distress and potentially damaged her reputation. With comparison to like scenarios in past Authority and Court cases, the Authority awarded Ms Price $20,000.

The Authority did not award lost wages because Ms Price transitioned into new work immediately, but the Employment Relations Act also allows workers to recover "other money" lost. This included missing pay for Ms Price's true hours and her unpaid week on notice. While records were incomplete or inaccurate, the net payment arrangement roughly represented minimum wage for milking hours, so the increase in her hours lacked corresponding wage. The Authority used discretion, equitably considering the free accommodation and the flat payment. It awarded unpaid wages of $25,000, and her final week as minimum wage on a 40-hour week, at $800.

The Authority found Pinevale owed Ms Price holiday pay, because the Act did not permit "pay as you go" 8 per cent calculation in a permanent agreement. The Authority calculated this at 8 per cent of Ms Price's past pay and current wages award, adding up to $8,287.13. Ms Price also worked nine public holidays at standard rather than "time and a half" rate, so the Authority awarded these unpaid wages at $2,160. The Authority it used its discretion to set interest on the awards at 18 months. Lastly, it did not set penalties due to these not being raised during the hearing, and Ms Price being adequately remedied by her awards. Costs were reserved.

Price v Pinevale Farms Limited [[2023] NZERA 45; 30/01/2023; D Beck]

Unpaid health and safety breaks amounted to unlawful deductions

Ms Zhuang was employed by Drapac Limited (Drapac) in 2020 as a park and ride shuttle bus driver. She claimed she was owed wage arrears based on Drapac deducting 7.5 minutes off every hour she worked as unpaid health and safety breaks. Conversely, Drapac claimed the breaks were given at Ms Zhuang's own request and the parties had agreed to the deduction.

Ms Zhuang was required to apply a divisor of 1.125 to the hours of work she reported being at work each week so that 7.5 minutes was deducted from each of those hours. Her weekly pay was calculated on the total of hours after that deduction. Drapac's manager, Mr Shu, claimed the deduction was a "requested unpaid break time" to ensure health and safety for Ms Zhuang and customers while she was driving the shuttle bus.

Mr Shu said Ms Zhuang was "paid a normal break" of fifteen minutes every four hours so the 7.5 minutes deducted from each hour was for an "additional break". Ms Zhuang said she had not agreed to the use of the divisor. She said its use by Drapac meant she was paid for just over 683 hours but her total hours of work for the company had been just over 768 hours leaving a shortfall of around 85 unpaid hours.

The Employment Relations Authority (the Authority) determined that even if Ms Zhuang had agreed to the deduction, Drapac was still not entitled to make it as it was not a type of rest and meal break authorised by Part 6D of the Employment Relations Act 2000 (the Act). The Authority stated that if Ms Zhuang's driving work did require a break for health and safety reasons, that time was to be part of the hours she was attending the workplace for work purposes and when she was able and willing to work. She was therefore entitled to be paid for that time.

The Authority stated the same conclusion would have been reached even if such a deduction was outlined and agreed in an employment agreement. This is because it would still be a default in payment by the employer given the above reasoning. Under section 131 of the Act, wage arrears would therefore fall due irrespective of whether the employee expressly or impliedly agreed in writing or otherwise.

The minutes deducted amounted to a total of just over 85 hours for the period Mr Zhuang was employed and she was owed $1,700. No issue as to costs were made as Ms Zhuang represented herself.

Zhuang v Drapac Limited [[2023] NZERA 57; 7/02/23; R Arthur]

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.

There are currently two Bills open for public submissions to select committee.

Land Transport (Road Safety) Amendment Bill (04 June 2023)

Social Workers Registration Legislation Amendment Bill (07 June 2023)

Taxation Principles Reporting Bill (09 June 2023)

Inquiry into seabed mining in New Zealand (23 June 2023)

Taxation (Annual Rates for 2023-24, Multinational Tax, and Remedial Matters) Bill (30 June 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**

ENTERPRISE SERVICES

0800 800 362
advice@businesscentral.org.nz
www.businesscentral.org.nz

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.

ENTERPRISE SERVICES

0800 800 362
advice@businesscentral.org.nz
businesscentral.org.nz

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.

For regular training updates in your area, subscribe to our Training Update newsletter.

04 470 994, training@businesscentral.org.nz, businesscentral.org.nz

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.

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.