BusinessCentral

EMPLOYER BULLETIN

12 June 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

Primary teachers' top base salary step to rise to $100,000

Primary teachers have agreed to the Government's pay offer which will see the top base salary step rise to $100,000 by December next year.

The settlement will also see a number of improvements to primary teachers' conditions, including more than double the classroom release time they currently have to manage workload, phased in over 2024 and 2025.

Education Minister Jan Tinetti welcomed the two-year settlement, which NZEI Te Riu Roa members have voted to accept.

"The offer addresses many of the concerns teachers have raised, goes towards easing cost of living pressures and shows how much this Government values the teaching workforce," Jan Tinetti said.

"It includes pay rises of 18.3% for a starting teacher and up to 11.1% for an experienced teacher. Above this, teachers will also be provided with one off payments of up to $4,500 in July.

The top of the scale moves from $90,000 to $95,400 from 3 July 2023, then $98,262 on 3 July 2024, and $100,000 at the end of 2024.

This represents a 34% increase from the top salary rate of $74,460 in 2016.

The bottom of the scale will move from $51,358 to $55,358 from 3 July 2023, and to $60,735 by 2 December 2024 – an increase of 18.3%.

New Zealand Government [7 June 2023]

Emergency Management Bill introduced

Legislation introduced in Parliament today will ensure New Zealand's emergency management system learns the lessons of recent and previous responses to natural disasters, including severe weather events and other emergencies.

The Emergency Management Bill replaces the two decades old Civil Defence Emergency Management Act 2002.

"The strength of our emergency management system is that it is locally led," Emergency Management Minister Kieran McAnulty said.

"This Bill reinforces that approach while also clarifying the role central government can play. It's not designed as a fundamental transformation, but instead makes some practical improvements to ensure the system is best placed for the future."

New Zealand Government [7 June 2023]

How to make recovery at work a success

Recovering at work can be good for physical and mental wellbeing, provides structure and routine, a sense of purpose, and social connection to workmates – which all contribute to a better recovery.

With just some temporary adjustments, most injured people with non-complex injuries, like a sprain or strain, can recover safely at work.

It can also mean the injured person can earn up to 100 per cent of their pre-injury income, relieving the financial burden of recovery.

For employers, involvement in an employee's recovery means retaining vital skills and knowledge. It also fosters a positive work environment, as well as helping to maintain a skilled and stable workforce.

To do it successfully takes a real team effort – including the injured person, their employer and their health provider, as well as the support of whānau and workmates, and ACC.

We're here to help make recovery at work easier and have created a range of helpful online resources to help make recovery at work a success.

Learn more about what role you can play in recovery at work – whether you're an injured worker, an employer, or a health provider.

Accident Compensation Corporation [6 June 2023]

Equal gender representation on public sector boards for third year in a row

Representation for women on public sector boards and committees is the highest it's ever been with wāhine now making up 53.1 percent of public board and committee members," Minister for Women Jan Tinetti said.

Manatū Wāhine Ministry for Women's 2022 stocktake of public sector boards and committees shows for the third year in a row, there is equal gender representation on public sector boards.

The stocktake also highlights that we are seeing an increase of women in new board member roles, at 55.3 percent up from 54.6 percent in 2021, and 41.9 percent of board chair roles are held by women.

"Ensuring women's voices are around the board tables of our public organisations is crucial if we're serious about driving meaningful progress for an inclusive New Zealand.

"We want young wāhine to see what's possible and follow the footsteps of those gone before them. We've smashed a sizeable hole in the glass ceiling, but the job is far from complete.

New Zealand Government [6 June 2023]

Government investing in more sustainable, lower impact forestry industry

The Government is making a start on a more sustainable forestry industry with investments into a bioenergy plant, research into biomass and better forestry practices, Forestry Minister Peeni Henare announced today.

"The Ministerial Inquiry into Land Use recognised current forest harvest practices are not sustainable. In some parts of the country, like Tairāwhiti, there is an urgent need to create a commercial use for harvest residues, such as forestry slash and other woody debris," Peeni Henare said.

Alongside the $10 million to immediately clean up slash and debris in Tairāwhiti and other weather-hit areas announced ahead of Budget 2023, the Government is investing a further $10.4 million into woody biomass research.

"We want to look at how we can better manage slash through the forestry process and whether it can be used in bioenergy generation locally in Tairāwhiti," Forestry Minister Peeni Henare said.

New Zealand Government [8 June 2023]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Restraint of trade clause upheld

Concept Travel (Concept) sought an interim order from the Employment Relations Authority (the Authority) restraining its former manager and ski consultant, Mr Teixeira, from taking up a position of employment with one of its direct competitors, The Ski Adventure Travel Specialists (Amped). Mr Teixeira opposed the application on the basis that the restraint of trade provisions in his employment agreement were unenforceable.

In March 2017, Mr Leighton, the sole Director of Concept, purchased Concept with his wife, Ms Paull-Leighton. The company trades as Ski Travel Specialists and specialises in selling ski packages and air fares to ski destinations around the world. In New Zealand there are only three agencies and one travel broker that operate in the ski travel industry.

In April 2017, Mr Leighton employed Mr Teixeira as a manager and ski consultant. A draft copy of Mr Teixeira's employment agreement was provided to him to consider on 21 March 2017 which included two post-employment restraints of trade clauses, a 12-month non-solicitation and a six-month non-compete clause.

While Mr Teixeira raised some issues with the agreement's terms and conditions, he raised no objection regarding the non-solicitation and non-compete clauses in his employment agreement, which he signed on 2 April 2017.

In September 2022, Mr Teixeira accepted an offer of employment from Amped, a direct competitor of Concept. Mr Teixeira gave verbal notice to Mrs Paull-Leighton that he was going to resign. She asked him where he was going but he did not say.

On 9 November 2022, Mrs Paull-Leighton emailed Mr Teixeira which, among other things, reminded him of the restraint of trade clauses in his employment agreement. Mr Teixeira responded and stated, "… the contract wording in Clause 19.4 stating I am breaching my contract if I work in a similar workplace is unenforceable under NZ Contract Law. I have spoken to two separate Employment Lawyers who have both verified this."

On 25 November 2022, Mrs Paull-Leighton wrote to Mr Teixeira to remind him again of his post-employment obligations to the company. Her letter invited him to attend a meeting with her and Mr Leighton.

At the meeting, which was held on 7 December 2022, Mr Teixeira informed Concept that his new employer was Amped. Mr Leighton let him know that if he were to commence employment with Amped, he would be in breach of his post-employment obligations.

The Authority had to determine whether the six-month non-compete restraint of trade provision in Mr Teixeira's employment agreement with Concept Travel was enforceable or not. The threshold to establish an arguable case is a low one. An applicant must merely establish that the claim is not vexatious or frivolous.

The Authority found the non-compete clause to be clear in its wording and narrow in scope. The clause applied for a finite period of six months which coincided with the seasonal nature of Concept's business. The Authority found the six month non-compete clause to be reasonable and no wider than what was necessary to protect its proprietary interests. It did not bar Mr Teixeira from finding alternative employment in the travel industry, only to businesses that were similar to Concept.

Mr Teixeira raised the issue of delay in that he had disclosed to Concept on 7 December 2022 that he would be working for Amped but the company had left it until 20 December to file proceedings in the Authority. However, the submission ignored Mr Teixeira's own contribution to any delay. The Authority found Mr Leighton acted promptly to protect his business once he finally learnt that Mr Teixeira was going to work for a direct competitor.

Mr Teixeira raised the issue of geography in that Amped is located approximately 25 kilometres from Concept. The Authority found the geographical locations of Amped and Concept to be negligible as most business was received remotely via telephone or online.

The Authority found the non-solicitation and non-compete restrictive covenants in Mr Teixeira's employment agreement to be reasonable and necessary to protect Concept's specific and legitimate proprietary interests.

The Authority considered the balance of convenience and the impact on the parties of the granting of an order. Mr Teixeira claimed he had been living on his savings since finishing work and that he had undertaken some ad hoc decking work which had recently ended. Further, for every week that he was not permitted to work, he lost approximately $2,000 of lost wages and lost sales bonuses.

Mr Teixeira admitted that he could potentially receive more ad hoc work if required. In the Authorities view, Mr Teixeira's financial position was sufficiently robust for him to carry the financial burden of an interim injunction. Had Mr Teixeira disclosed the fact that he had accepted an offer of employment in September 2022 to work for Amped, Concept could have placed him on garden leave or in a non-facing customer role while he was serving out his notice period. The balance of convenience lay with Concept.

The Authority made interim orders whereby Mr Teixeira was restrained from directly or indirectly carrying on or being interested in any capacity in any business that is similar to Concept's business until 1 May 2023. For the avoidance of doubt, Amped is a similar business to Concept. By consent, Mr Teixeira was ordered to comply with the 12-month non solicitation clause in his employment agreement with Concept for a period of 12 months ending 16 December 2023. Costs were reserved.

Concept Travel Limited v Teixeira [[2023] NZERA 47; 31/01/23; P Fuiava]

Employee determined not to be entitled to redundancy compensation

Ms Buckingham was employed as territory manager at The Priory in New Zealand of The Most Venerable Order of the Hospital of St John of Jerusalem (St John) in Manukau. Ms Buckingham had nearly 20 years of service at St Johns in various roles and was well regarded. As a result of an organisational restructure at St John in 2021 the territory manager position was to be disestablished. Ms Buckingham claimed St John unjustifiably disadvantaged her by failing to provide adequate information during the restructuring process, including failing to provide her information regarding her redundancy entitlements. Ms Buckingham claimed St John disestablished her position making her redundant but acted in bad faith by failing to pay her contractual redundancy entitlements.

St John contended that Ms Buckingham was not disadvantaged by the restructuring process, and that she could have been redeployed to a suitable role that maintained her ongoing employment. St John said that Ms Buckingham left her employment at St John to take up employment with a new employer prior to her position being disestablished.

In March 2021, St John produced a document whereby it proposed reducing spans of control across its emergency ambulances response services group. The discussion document included a proposed structure where an additional 82 dedicated managers would be required across the business. In July 2021, St John issued a change proposal document which commenced a consultation process and proposed that Ms Buckingham's role of territory manager would be disestablished. Ms Buckingham provided feedback and asked several questions regarding the change proposal.

On 9 September 2021, St John issued its final decision regarding the proposed changes to the management structure. It confirmed the territorial manager positions would be disestablished and be replaced by other management roles which were outlined. The provisional date for disestablishment of the territorial manager positions was to be in February 2022 and for each contestable role there was an assessment process with first consideration for those affected by the restructure.

On 27 September 2021, Ms Buckingham wrote to Mr Metcalfe, the general manager, stating that as her role of territory manager would be disestablished, she had received advice that none of the roles suggested for redeployment, or the roles she could apply for, met the definition of substantially similar role. She stated that she believed she was entitled to redundancy compensation in accordance with her employment agreement. She proposed to give St John one month's contractual notice and end her employment by way of redundancy on 22 October 2021.

On 30 September 2021, St John became aware that Ms Buckingham had a new role with a new employer starting in November. Mr Metcalfe met with Ms Buckingham and provided a letter disputing her view that none of the roles created as part of the change process were substantially similar to her present role. He advised her that St John did not support her request to be made redundant and reiterated there was a recruitment/redeployment process to go through and that the territorial manager positions would not be disestablished until February 2022.

On 6 October 2021, Ms Buckingham called Mr Metcalfe and advised him that she was preparing her handover for 22 October 2021, her final day, and asked whether she could send work to another colleague who would be taking over her role as territory manager. Mr Metcalfe again reiterated the territorial manager positions would not be disestablished until February 2022 and there were other roles available to her. Due to the communications from Ms Buckingham that she was finishing her employment with St John, Mr Metcalfe arranged for another staff member to cover Ms Buckingham's role.

The Authority outlined that at the time of giving notice Ms Buckingham's position at St John had not been disestablished, nor had St John progressed to making decisions about offering her any alternative positions under the new structure. Her role remained in place until at least February 2022 as part of St John's business continuity during the restructuring process. Under the redundancy policy she was not entitled to redundancy compensation as her conduct in leaving her employment and her correspondence to St John advising that she had been made redundant, only confirmed from St John's position that it was reasonable to assume that she had, for all intents and purposes, elected to leave her employment to take up employment with a new employer.

The Authority found that St John did not make Ms Buckingham redundant under her employment agreement and Ms Buckingham was not entitled to any redundancy compensation payment. There were some minor procedural inadequacies in providing information in a timely manner while St John was progressing the restructuring process, however the Authority did not find that Ms Buckingham was unjustifiably disadvantaged by St Johns actions. Costs were reserved.

Buckingham v The Priory in New Zealand of The Most Venerable Order of the Hospital of St John of Jerusalem [[2023] NZERA 39; 27/01/2023; A Gane]

Employee determined to be unjustifiably dismissed while on parental leave

Ms Bolgaryna was employed by Aroha Management Limited (Aroha) as general manager of Gizzy Aroha Function Restaurant and Bar from 27 June 2019 to 3 February 2020 when she was dismissed while on parental leave. She claimed her dismissal was unjustified and sought lost wages, wage arrears, compensation for hurt and humiliation and special damages for immigration related costs arising as a result of the grievance.

Ms Bolgaryna had been working in the restaurant since 2018 under previous ownership. Due to the change of ownership, Ms Bolgaryna had to apply for a new immigration visa in July 2019, as her previous visa was tied to the previous restaurant owner. Mr Ong, the director of Aroha, assisted her with this. Whilst waiting for her visa Ms Bolgaryna assisted Mr Ong with various matters including transferring existing licences of the previous owner to Aroha, new menu design, and managing the booking system.

Ms Bolgaryna had previously arranged with Mr Ong to go on parental leave at the end of September 2019. On 20 August 2019, her new visa arrived, and she began working again. Shortly after, Mr Ong asked Ms Bolgaryna to start parental leave early, as he did not want her to work with "a big belly'. Although she was able to work until the end of September 2019, Ms Bolgaryna agreed to start parental leave from 6 September 2019 to 6 February 2020.

While on paid parental leave, Ms Bolgaryna was in regular contact with Mr Ong and did at least 40 hours work for Aroha via keeping in touch days, including coming in to make coffees when she was one day overdue to give birth. On 31 January 2020, Mr Ong contacted Ms Bolgaryna advising her that he had found a new manager. She responded the following day confirming she wished to retain her role as the restaurant's manager and asked whether she could extend her parental leave for another eight weeks, as she wished to continue breastfeeding her three-month-old child. Later that day Mr Ong called Ms Bolgaryna directing her to attend a meeting at the restaurant on 3 February 2020.

At the meeting, Mr Ong told Ms Bolgaryna that Aroha was terminating her employment and the company would no longer support her visa applications. Ms Bolgaryna tried to negotiate by saying she would return to work immediately as she had organised day care by then. Mr Ong refused to accept any of Ms Bolgaryna's proposals, and she was of the view that he had made up his mind to dismiss her.

Two hours later Ms Bolgaryna received an e-mail from Ms Biddle, Aroha's operational manager, advising her that Aroha would not be extending her parental leave and that Ms Bolgaryna no longer had a role at Aroha. The Employment Relations Authority (the Authority) found that Ms Bolgaryna was summarily dismissed by Ms Biddle's email confirming termination of her employment. Aroha failed to provide Ms Bolgaryna with any information regarding its decision to terminate her employment prior to making that decision and failed to give her any contractual notice of her termination.

These actions were not how a fair and reasonable employer could have behaved towards an employee in the circumstances and Ms Bolgaryna established she was unjustifiably dismissed. Both Ms Bolgaryna and her husband gave compelling evidence of the profound effect the dismissal had on her. As a young mother who was still on parental leave caring for her three-month-old child, she was seeking security in both her employment and immigration status from Aroha.

Her dismissal devastatingly impacted on this as her family was reduced to one income at a time when they had the increased cost and responsibility of raising a young child. Ms Bolgaryna also lost her ability to work as her work visa was tied to Aroha. The Authority awarded compensation of $15,000 for hurt and humiliation, $3,750 as reimbursement of lost wages, and wage arrears of $3,031 being the contractual two-week notice period and 20 hours she worked prior to going on maternity leave. No claim for costs were made as Ms Bolgaryna was unrepresented.

Bolgaryna v Aroha Management Limited [[2023] NZERA 49; 1/02/23; A Gane]

Dismissal after probationary period expired

Ms Broughton was employed by The Whanau Ora Community Clinic Ltd (TWOCC) from March 2022 until she was dismissed on 30 June 2022. Ms Broughton applied to the Employment Relations Authority (the Authority) for an investigation and determination of claims arising from her employment with TWOCC. Her claims included personal grievances for unjustified disadvantage and unjustified dismissal, and recovery of wages in lieu of notice and annual holiday pay.

When Ms Broughton began working for TWOCC in March 2022, she had been a beneficiary since 2019. She told the Authority that getting back into the workforce was a huge accomplishment that left her feeling very happy and proud. She started work as a vaccinations assistant and on 15 March 2022 she signed an individual employment agreement for the position of administrator. The agreement contained a valid probationary provision for the first three months of employment. It also provided that during that period the employment could be terminated with one weeks' notice or with payment in lieu of notice. The expiry date of the probationary period was 14 June and any extension of the period had to be made before that date. The Authority found that the probationary period was not extended before it expired.

On 30 June, TWOCC held a meeting with Ms Broughton. Notice of the meeting had only been given to her earlier the same day. At the end of the meeting, Ms Broughton unexpectedly found herself dismissed. Ms Broughton said she was told at the meeting that she had been underperforming in her job and that no notice of dismissal was being given because she had been employed for less than 90 days. The Authority referred to the fact Ms Broughton had been employed for 106 days which TWOCC should have known from its own records.

The Authority found that Ms Broughton was dismissed without any notice and without any payment in lieu of notice. Her dismissal was summary, a form of employment termination reserved for cases of serious misconduct. Ms Broughton was not accused of any misconduct, serious or otherwise, although it was said she had underperformed. The Authority found that Ms Broughton's entitlement to notice in the employment agreement was four weeks, so she was entitled to recover four weeks' pay and proportionate annual holiday pay on that amount.

TWOCC offered no justification for the dismissal. Viewed objectively, the employer was unlikely to have justification for wrongly invoking a probationary provision after the period of probation had plainly expired, or for failing to discharge its obligations to Ms Broughton as a probationer to treat her fairly during the term of probation. It followed that for TWOCC to have let the period end without critical assessment or warning and then seek to retrospectively invoke the clause, was unfair, unreasonable, and unlawful as being contrary to the express terms of the probationary arrangement.

The dismissal had not been justified and because of the fundamental mistake TWOCC made in treating the probationary arrangements as live when they had expired, the dismissal was not capable of being justified, even if it were shown Ms Broughton had underperformed. TWOCC put itself in a hopeless situation to try and justify Ms Broughton's dismissal and did not attempt to do so.

The Authority upheld Ms Broughton's application and determined that she had a personal grievance of unjustified dismissal. The unjustified action claim flowed directly from the dismissal, so the two claims were assessed as one. The claim to recover annual holiday pay was supported by the employer's records and was successful.

The Authority assessed the appropriate level of compensation to address the harm to Ms Broughton as being in the middle of the band often applied by the Employment Court. TWOCC was ordered to pay Ms Broughton compensation of $20,000, lost wages of $12,725.86, wages in lieu of notice of $3,907.20, and annual holiday pay of $1,007.92. Interest was also required to be paid on the lost wages, wages in lieu of notice and holiday pay. Costs were reserved.

Broughton v The Whanau Ora Community Clinic Limited [[2023] NZERA 52; 2/02/2023; A Dumbleton]

Unjustifiable dismissal leads to multiple penalties on the employer

Mr Ugone was employed by Star Moving Limited (Star Moving) as a driver in 2017. Mr Ugone's employment agreement recorded that he started work as operations manager on 2 July 2018. He remained in this role until he was dismissed on 17 August 2020, after being advised his role had been disestablished while he was off work due to a work-related injury. Mr Ugone claimed he was unjustifiably dismissed from his employment and sought compensation for lost wages and hurt and humiliation.

In June 2020, Mr Ugone suffered a knee injury at work. After seeing a doctor on approximately 24 June 2020 he made a claim through the Accident Compensation Corporation (ACC) and was unable to return in any capacity until 13 August 2020. In August 2020, after providing Star Moving with a letter confirming that he could return to work on restricted, sedentary duties, Mr Ugone was provided with a letter stating that due to his extended absence and a restructuring of the Wellington Depot, Star Moving had decided to disestablish his role.

Mr Biggs, the sole director, and shareholder of Star Moving, denied that Star Moving dismissed Mr Ugone from his employment. Instead, Mr Biggs claimed that Mr Ugone's role was 'disestablished', that there was a redundancy, and he was not dismissed and couldn't work because of an injury. Whilst they claimed they sought feedback for redeployment, they did so in the context of having, absent to any consultation, advised Mr Ugone that his role had been disestablished. The letter also requested Mr Ugone to return their company phone.

Mr Biggs was unable to explain in what role Mr Ugone was said to have been employed following the letter being issued. The possibility of Mr Ugone accepting the new "Class 2 driver" role (referenced in the letter sent to Mr Ugone), would have been substantially different from Mr Ugone's role. The offer did not have the effect of maintaining the existing employment relationship. Also, as evidenced by the medical certificate produced by Mr Ugone, he would not have been able to fulfil the responsibilities of the role.

Mr Biggs said that Star Moving made it clear to Mr Ugone that it would accommodate him in another role without financial disadvantage and sought to relay the message to Mr Ugone through another employee in the Wellington offices. Mr Ugone gave evidence that he was never provided any further information about the alternate position. Mr Biggs said that he had sought to contact Mr Ugone to discuss the restructuring, but the Authority found no substantive evidence of this. It also found that had Mr Biggs tried to contact Mr Ugone then he would have been able to, as Mr Ugone maintained regular contact with the Wellington Depot throughout his absence from work. The evidence produced by Star Moving related to revenue decline, that led to what they say was their decision to undertake redundancy for Mr Ugone's role. The decline in revenue was related to a single customer and did not constitute a genuine basis for a dismissal or redundancy.

Star Moving also sought to have the Authority believe that it wanted to engage with Mr Ugone about concerns with his absence from work. Illness or injury may explain an employee's dismissal in circumstances where the employee is prevented from carrying out their duties for an unspecified period. Mr Ugone kept Star Moving up to date with his progress by providing information from medical practitioners and ACC. It was clear that Star Moving treated Mr Ugone in a procedurally unreasonable and unjustifiable manner. No concerns were raised with Mr Ugone prior to the dismissal, no opportunity was provided to Mr Ugone to respond to Star Moving's claimed concerns as to his absence from work, and there was no consultation or notice given to Mr Ugone that his position might be disestablished. The Authority found that these were significant failings and because of them, Mr Ugone was not able to provide feedback on any proposal nor to have any possible response considered by Star Moving.

Star Moving Limited was ordered, within 28 days of the date of the determination, to make payment to Mr Ugone for $28,275.09 as compensation for lost wages, $842.25 for the employer Kiwisaver contribution on the lost remuneration $27,500 to Mr Ugone as compensation for hurt and humiliation, $6,000 in penalties, $4,000 of which is to be paid into the Crown account via the Authority, and $2,000 to be paid to Mr Ugone and Reimbursement of the filing fee to Mr Ugone in the amount of $71.55.

Ugone v Star Moving Limited [[2023] NZERA 55; 3/02/2023; R Anderson]

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 four Bills open for public submissions to select committee.

Sale and Supply of Alcohol (Rugby World Cup 2023 Extended Trading Hours) Amendment Bill (14 June 2023)

Fuel Industry (Improving Fuel Resilience) Amendment Bill (20 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,
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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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Our training team provide you with practical training solutions across various employment topics to help upskill your staff, giving your business a competitive edge.

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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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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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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.

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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.