BusinessCentral

EMPLOYER BULLETIN

17 July 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

First Grocery Commissioner appointed to hold sector to account

Pierre van Heerden has been appointed as the first Grocery Commissioner, in the latest move to improve competition in the sector, Commerce and Consumer Affairs Minister Duncan Webb announced.

"The Commerce Commission found that New Zealand supermarkets earn $1 million a day in excess profits because of a lack of competition.

"It's the latest step the Government has taken to boost competition in the sector, including:

- Requiring major grocery retailers to open wholesale offerings so other grocery retailers have direct access to a range of wholesale groceries at competitive prices
- A Grocery Supply Code to address the imbalance in power between retailers and suppliers (consultation closed on 5 July)
- Banning restrictive land agreements that locked new entrants out the best locations for new supermarkets
- Establishing a dispute resolution scheme for suppliers and wholesale customers of the major grocery retailers
- Unit pricing, so people know what they're paying for

"Pierre brings more than 25 years' experience in the grocery sector, having held roles such as Chair of the Food and Grocery Council of New Zealand and has been recognised as an advocate for consumer value and transparency.

"An important focus of the Grocery Commissioner will be in levelling the playing field and ensuring increased competition in the grocery industry, and for the benefit of Kiwi consumers."

Pierre van Heerden has been appointed for a five-year term and starts his role on 13 July 2023.

New Zealand Government [11 July 2023]

FTA to increase NZ exports to the EU by $1.8 billion a year

New Zealand and the European Union have overnight signed a ground-breaking Free Trade Agreement that will provide significant new trade access to our fourth-largest trading partner.

"The EU FTA will increase our exports to the EU by up to $1.8 billion per year by 2035," Chris Hipkins said.

"Tariff savings on New Zealand exports are $100 million from day one of the agreement entering into force, the highest immediate tariff saving delivered by any New Zealand FTA. That's around three times the immediate savings from the UK FTA.

"When I became Prime Minister I said securing trade deals for our exporters would be a top priority. Between this and the UK FTA we will save around $150 million annually in tariffs on our exports as well as adding billions every year to New Zealand's GDP," Chris Hipkins said.

Minister for Trade and Export Growth Damien O'Connor said the NZ-EU FTA will cut costs and support exporters to grow and diversify their trade.

"It will provide significant new opportunities for our world-leading exporters of products such as kiwifruit, seafood, onions, honey, wine, butter, cheese, beef and sheep meat. This new access will help to accelerate our post-Covid recovery, while providing a boost to our regions as they grapple with the longer-term effects of Cyclone Gabrielle," Damien O'Connor said.

"The NZ-EU FTA includes ambitious sustainable trade outcomes in a range of areas, including climate change, labour rights, women's economic empowerment, environmentally harmful fisheries and fossil fuel subsidies," said Damien O'Connor.

The FTA contains another important 'EU first' that New Zealand worked hard to secure – a Māori Trade and Economic Cooperation chapter that will create a platform for greater engagement with the EU on Māori economic and trade interests.

The agreement was signed in Brussels by Minister for Trade and Export Growth, Damien O'Connor and the EU Executive Vice President and Trade Commissioner Valdis Dombrovskis, witnessed by Prime Minister Chris Hipkins and EU President Ursula von der Leyen.

It is anticipated that the NZ-EU FTA will enter into force in the first half of 2024, once both parties complete the final required legal steps.

New Zealand Government [10 July 2023]

Fruit picking company and owner fined for employing unlawful migrants

A Bay of Plenty fruit picking company and its sole owner have pleaded guilty to 5 charges under the Immigration Act for employing unlawful migrant workers.

Siliva Totau, the sole director of Pruning Picking Packing Ltd, was convicted of knowingly employing migrants who did not have valid visas and fined NZD $4,910.

Immigration New Zealand's General Manager Verification and Compliance, Richard Owen, says the horticultural and viticultural industries are important to the New Zealand economy and should be supported by businesses that are operating legally and ethically.

"Employers who demonstrate this kind of exploitive behaviour are jeopardising New Zealand's reputation as a fair place to live, work and do business."

Hiring unlawful workers is illegal and can result in significant fines and penalties for businesses. Businesses that are found to be in breach of this law can be fined up to $10,000 per worker.

Immigration New Zealand [12 July 2023]

Whakaari helicopter operators plead guilty

Three helicopter tour operators, charged by WorkSafe New Zealand for health and safety failings related to Whakaari, have pleaded guilty to amended charges.

WorkSafe charged Volcanic Air Safaris Limited, Kahu NZ Limited and Aerius Limited under the Health and Safety at Work Act 2015 following a near 12-month investigation.

"The survivors, and the family and whānau of those who passed, will be in many people's thoughts today," says WorkSafe Chief Executive Phil Parkes. "Whakaari was an absolute tragedy, and we remember everyone who was impacted."

"These pleas acknowledge the processes that should have been in place to look after people's health and safety on the day Whakaari erupted."

Six parties have now pleaded guilty to health and safety failings related to operations around Whakaari.

Of the 22 people who died, one was a customer of Volcanic Air Safaris Limited. Nineteen White Island Tours customers and two employees died.

Volcanic Air Safaris Limited, Kahu NZ Limited and Aerius Limited entered guilty pleas at the Auckland District Court on 7 July 2023.

Volcanic Air Safaris Limited was charged under Section 36(1)(a), 36(2), 48(1) and 48(2)(c) of the Health and Safety at Work Act 2015.

- Failing to comply with a duty to ensure the health and safety of workers so far as is reasonably practicable.
- Failing to comply with a duty to ensure so far as is reasonably practicable the health and safety of other persons was not put at risk.

WorkSafe New Zealand Government [7 July 2023]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Unjustified dismissal of permanent employee

Mr Hoebergen was employed by Amline Freighters Limited (AFL) as a truck driver from November 2017 to April 2020. He claimed he was unjustifiably dismissed and sought reimbursement of lost wages and compensation. AFL claimed Mr Hoebergen was not dismissed as he was a casual relief driver employed on an as-required basis and that it did not require his services after 15 April 2020.

In assessing whether Mr Hoebergen was a casual or permanent employee the Employment Relations Authority (the Authority) needed to examine the real nature of the relationship between the parties. The law recognises that the true nature of an employment relationship can change over time and there was no statutory classification that distinguished a casual employee from a permanent employee. A key element of casual employment was that each period of work was a separate and distinct employment.

It was accepted that when Mr Hoebergen started employment with AFL, he was a casual employee working on an intermittent basis. But during his employment the nature of the relationship appeared to change from casual to permanent. Mr Hoebergen's pay slips showed that from at least 26 November 2018 until his employment ended, he worked between 35 to 60 hours per week and usually worked in blocks of at least five consecutive days. The timesheet records showed Mr Hoebergen worked consistently and regularly, and he was notified of and allocated work tasks by the same method used for all other drivers.

The Authority understood AFL's core concern was that Mr Hoebergen knowingly sought and enjoyed flexibility in his employment and it was not fair or reasonable or a true reflection of the parties' relationship for him to now assert permanent employment status. The evidence before the Authority suggested it was difficult to recruit experienced truck drivers and, in that context, AFL has sought to accommodate driver preferences, including those of Mr Hoebergen.

The events that led up to the ending of Mr Hoebergen's employment occurred at the start of the COVID-19 response period. On 19 March 2020, while at work Mr Hoebergen experienced cold-like symptoms. He told the operations manager he was not feeling well, and she sent him home. When he got home, he called a COVID-19 helpline and was told to isolate at home and not attend work or a doctor. He called the operations manager that day and advised he was isolating. Over the weekend Mr Roberson, a director, sent Mr Hoebergen a text message to the effect that if he was not at work on

Monday he would be dismissed. Mr Hoebergen did not attend work on the Monday because he was isolating as directed. On Tuesday, he did not receive his pay as expected and sought to follow this up with AFL. He exchanged text messages with Mr Roberson and the conversation became tense. He was paid later that week and received a final holiday pay on 31 March 2020.

In respect of the communications, Mr Roberson told the Authority he knew Mr Hoebergen wanted to meet to sort out his pay but he felt it was fairer to tell him they did not need him anymore so he would not have to wait to be offered work by AFL and could get another job. He also said he was concerned about Mr Hoebergen's reliability and, he needed his staff to step up to face the challenges of the COVID-19 environment. There was no further communication between the parties until 15 April when AFL wrote to Mr Hoebergen confirming no further work would be offered to him under the terms of his casual employment agreement because there was no casual work available.

The Authority decided Mr Hoebergen was a permanent employee and his employment was ongoing. He was entitled to have his employer put its concerns to him and to be provided a fair opportunity to respond and have any response fairly considered. In addition, the concerns had to be well founded. Because AFL did not put its concerns fairly to Mr Hoebergen, it was unable to discharge its obligations under the Employment Relations Act. Thus, Mr Hoebergen's dismissal was unjustified.

As Mr Hoebergen did not seek new employment within the reimbursement claim period, no order for lost wages was made. Amline Freighters Limited were ordered to pay Mr Hoebergen $8,000 compensation. Costs were reserved.

Hoebergen v Amline Freighters Limited [[2033] NZEA 193; 03/11/2023; M Urlich]

Unenforceable restraint of trade, non-solicitation, and non-dealing clauses.

MediaWorks Outdoor Limited (MediaWorks Outdoor) sought an interim injunction to prevent Mr Chun from acting in breach of post-employment restraint obligations stated in his letter of appointment and his terms of employment. The employment agreement contained a non-competition clause for three months at a national geographical area and non-solicitation and non-dealing clauses for 6 months. In December 2022, Mr Chun resigned and went on to work for Go Media. MediaWorks Outdoor considered Go Media to be a direct competitor as both companies were large players in the Out of Home industry that provided outdoor advertising solutions. MediaWorks Outdoor applied to the Employment Relations Authority (the Authority) claiming that this was against Mr Chun's good faith obligations and therefore subject to penalties and damages. They also applied for a penalty to be imposed on Go Media for inciting, aiding and/or abetting the alleged breaches by Mr Chun of the Agreement.

MediaWorks Outdoor was initially named QMS Media Limited (QMS). On 1 March 2021, QMS employed Mr Chun as the Group Account Director. In a restructure, QMS merged with MediaWorks Outdoor, and the name change occurred in May 2021. Post-merger, all existing employees were told that they had to sign new employment agreements. There was an obvious power imbalance as Mr Chun signed the new agreement fearing the security of his job due to the restructure. Mr Chun said that the restraint provision in the agreement was not highlighted to him, and he believed the agreement he signed was standard across all employees at MediaWorks Outdoor. The employment agreement recorded QMC as the employer. But the agreement was silent about any consideration paid for the restraints and Mr Chun also confirmed that he did not receive any remuneration as consideration, yet MediaWorks Outdoor challenged this.

On 20 December 2022, Mr Chun accepted a role at Go Media. MediaWorks Outdoor required Mr Chun to work out his notice period and although they had the contractual right to place Mr Chun on garden leave, it elected not to do so. MediaWorks Outdoor waited two months after Mr Chun notified it of his role with Go Media and that he considered the restraints to be illegal before lodging proceedings at the Authority.

MediaWorks Outdoor had to prove that it had a genuine proprietary interest in confidential information Mr Chun had retained in his mind and over relationships Mr Chun had with its clients. This was not proved but they instead made broad and generic assertions that it had a legitimate proprietary interest in protecting its "client relationships and confidential information" but failed to back that up with detailed evidence. The evidence suggested that clients opted for the offer that they believed best met their needs. Mr Chun returned all the tangible material relating to the affairs of the business and therefore, the only confidential information that Mr Chun retained was what could be recalled from memory. MediaWorks Outdoor failed to adequately explain why it also needed to protect its confidential information by a post-employment restraint, in addition to the confidential information clause in the employment agreement. Even if there was a proprietary interest, it was unlikely that it would be able to establish that all of the restraints it wanted to enforce against Mr Chun were reasonable and were no more than was reasonably required to protect its legitimate proprietary interest.

MediaWorks Outdoor claimed that Mr Chun received consideration by way of a salary increase for the restraints however the letter of appointment expressly linked the salary increase of $15,000 to the fact that he would have to forego the motor vehicle benefit.

An assessment of Mr Chun's personal circumstances showed he was the sole income earner. The potential harm to Mr Chun and his family of issuing the injunction against him appeared to be greater than the potential harm to MediaWorks Outdoor of not issuing the injunction. Thus, the Authority held the balance of convenience strongly favoured Mr Chun and Go Media. By objectively balancing rights, obligations and conveniences, the Authority noted that Mr Chun's assertions in relation to the confidential claims lacked the detail necessary to satisfy the Authority that there was a need to protect truly confidential information. MediaWorks Outdoor failed to point to any special client relationships that could potentially by protected by the restraint. Additionally, MediaWorks Outdoor chose not to put Mr Chun on garden leave and waited two months after Mr Chun disputed the legality of the restraints to lodge these proceeding. MediaWorks Outdoors' request for an interim injunction was denied.

Go Media provided written undertakings stating that it would not incite, aide and/or abet Mr Chun to breach his confidentiality obligations to MediaWorks Outdoor, which included not inciting, aiding or abetting him to use MediaWorks Outdoor's confidential information for his own, or any third party's benefit or gain or divulge any of MediaWorks Outdoor confidential information to a third party, including Go Media, unless MediaWorks Outdoor provided Mr Chun with its express authority in writing in advance.

MediaWorks Outdoor were ordered to pay Mr Chun $1,125 and Go Media $1,125 towards their actual legal costs.

MediaWorks Outdoor Limited v Chun and Anor [[2023] NZERA 209; 27/4/23; R Larmer]

Employee ordered to comply with employers lawful and reasonable instruction

Mr Lanigan worked for Fonterra Brand (New Zealand) Limited (FBNZ) at their Takanini site from April 2014 as a maintenance technician under a collective employment agreement (CEA). Around March 2022, FBNZ requested all workers at the Takanini site to start using fingerprint scanning technology (FST) by Kronos as it was the new time keeping and attendance system being implemented companywide.

To use FTS, a person would need to offer their fingerprints for electronic mapping or scanning to register and enrol them in the system so that they could clock in and out using their fingerprint and be verified by their biometric information. This system is in widespread use overseas as a medium for timekeeping and attendance systems.

Mr Lanigan and 30 other employees did not consent to offering their fingerprints for the registration as it was an invasion of their privacy. Mr Lanigan claimed that FBNZ could not legally impose FST on him by instructions and that the CEA would need to be varied before they could require him to comply. He claimed that under Privacy Principles in the Privacy Act 2020, FBNZ needed to show that the breach of his privacy could not be avoided by using other systems and he proposed such alternative systems that did not require FST to FBNZ.

FBNZ agreed FST would intrude on Mr Lanigan's privacy but not to the degree he claimed and refuted that agreement was required under the CEA to introduce FST. FBNZ claimed it was unable to find any reasonably effective and practicable alternatives and so FST was necessary for it to achieve its objectives for the system.

The parties went to mediation but could not come to an agreement. FBNZ continued to insist that Mr Lanigan needed to register his fingerprint on a Kronos kiosk while Mr Lanigan confirmed that he would not comply with this requirement. FBNZ applied to the Employment Relations Authority (the Authority) to have the dispute resolved and sought a declaration that it may lawfully and reasonably instruct Mr Lanigan, and by extension other affected employees, to register and use FST for recording time and attendance.

The Authority explained that an implied term in every employment agreement was the requirement of an employee to comply with the lawful and reasonable directions of their employer to give practical effect to the right of an employer to exercise control over an employee. The Authority found that, although agreement was required to vary the terms of the CEA, consent was not a precondition for giving an instruction and confirmed that FBNZ did not seek to vary the CEA but rather give a lawful instruction.

The CEA imposed an obligation to consult and act in good faith which applied to lawful instructions. FBNZ gave evidence that they consulted employees by providing them information about FST, meeting with them to discuss FST, then requesting feedback on FST which they genuinely considered and responded to before making a final decision. The Authority found this process allowed Mr Lanigan to fully express his views and have his views adequately considered. It also found that FBNZ genuinely assessed the interests of Mr Lanigan and other employees and their privacy against the benefits of FST. They found the level of intrusiveness into the privacy of employees to be minimal. The Authority found that the consultation was real and adequate and consequently there was no bar to FBNZ giving a lawful or reasonable instruction.

The Authority highlighted the Office of the Privacy Commissioner's (the Privacy Commissioner) expectation that agencies should conduct a Privacy Impact Assessment (PIA) before deciding to use biometrics. FBNZ conducted a PIA, but it was drafted retrospectively, however this was not a major issue as FBNZ showed they had not closed its mind to objections as it later undertook mediation to resolve the matter with Mr Lanigan.

The Authority accepted that the biometric information needed for FST was highly secured as the fingerprints were instantaneously and irreversibly converted to a mathematical representation and hence the fingerprints themselves were not stored. Therefore, the risk of decrypting a fingerprint from binary data was extremely low and the Authority accepted the level of risk and intrusiveness was at the lower end of the spectrum.

The Authority referred to Privacy Principle 1 and affirmed that personal information can only be collected by an agency if it is for a lawful purpose connected with a function or activity of that agency, and the collection of the information is necessary for that purpose. The Authority reiterated the Privacy Commissioner's point that in deciding whether collection is necessary, agencies must consider what other options are realistically available and that Principle 1 set a standard of reasonable rather than absolute necessity.

The Authority was satisfied that FBNZ had objectively considered various alternatives to FST in relation to their potential to meet FBNZ's performance requirements. FST was commercially pragmatic due to its purpose, cost, functionality, maintenance, and other operational considerations. While other options were available, FBNZ had exercised its discretion in choosing the best system for its business needs within the boundaries of the Privacy Act. For these reasons, the Authority determined that FBNZ could lawfully and reasonably instruct Mr Lanigan to use FST for the purposes of recording time and attendance at work. There was no issue as to costs between the parties.

Fonterra Brand (New Zealand) Limited v Michael Paul Lanigan [[2023] NZERA 197; 20/04/23; A Dumbleton]

Employer liable for breaches of employment standards

L2M Construction Limited (L2M), run by Mr Manu, recruited Jianghua Chen (Jianghua) and Jinchun Chen (Jinchun) from China in June and August 2019, to work as carpenters in New Zealand. During employment, L2M underpaid their remuneration or missed payments and took deductions to subtract out employee benefits. As a result of this, both the employees resigned and filed an action for penalties for legal breaches, as well as constructive dismissal resulting in lost wages and compensation for injury to feelings.

Jianghua worked as a painter at L2M from 19 February 2020 to 8 March 2020 getting paid $18 per hour when his employment agreement stipulated $25 per hour. He then began carpentry on 9 March 2020 but was still only paid $23 per hour. Jinchun started work on 24 February 2021, but due to having less building experience than expected, was paid $25 per hour, which was under his agreed rate of $26. L2M did not contract into a variation clause, seek the employees' agreement to vary their remuneration, or advise them of their entitlement to seek independent advice. L2M deducted 20 per cent of its staff's pay monthly, claiming this covered tax, removal of public holiday pay and removal of annual holiday pay. It said every month it discussed this with employees to get their consent. L2M relied on its accountant for payroll advice which Mr Manu believed was lawful. L2M also did not pay 13 public holidays or any wages during the COVID-19 lockdown from 25 March 2020 to 27 April 2020. The parties struggled to communicate with each other as they used a phone translator, so Mr Manu was unsure they understood what happened to their pay.

The two employees also did not receive payment for 58.5 hours in December 2020 and 80.5 hours in January 2021. L2M said it had money flow issues when a contractor refused to pay. L2M promised to complete payment later but it did not. Both employees continued to follow up even after they resigned but L2M continued to have further money flow issues from another non-payment and so they both did not receive their annual pay. L2M produced payslips but no wage or time records, covering only four or five shifts worked per employee.

The Authority found that L2M did not correctly vary the employees' remuneration, resulting in the company breaching the employment agreements. However, after three months of employment and a month of lockdown, the employees had long enough to challenge their clearly labelled payslips. This meant they consented to the new rates after the first four months, and L2M's breach ended at that point. The Authority awarded the resulting hourly shortfall from the period of non-consent of $945 for Jianghua and $540 for Jinchun. The Authority also found that L2M could not unilaterally vary the hours it contracted to provide its employees, during the COVID-19 lockdown. Thus, it awarded Jianghua lost wages of $4,000 and Jinchun wages of $4,160.

L2M breached its legal obligation to pay public holidays and the employees' annual leave. The Authority awarded Jianghua $2,392 in public holiday pay and $4,888 in annual holiday pay. It awarded Jinchun $2,600 in public holiday pay and $5,152 in annual holiday pay. L2M committed another breach by not providing wages and time records to the applicants when requested in July 2021.

The Authority imposed penalties for L2M's breaches to enforce employment standards and the employer's duty to keep records. The employees were particularly vulnerable because of their limited English and L2M holding power over their work visas and accommodation. Mr Manu was remorseful and had believed he was doing his best, but this did not cancel out L2M's negligence. The Authority set the penalty at $15,000 with $3,000 going to each applicant. L2M had to provide financial information if it wanted to pay this in instalments.

Finally, the Authority found the serious repeated breaches caused the employees' resignation. The amount of notice they gave L2M made it reasonably foreseeable they would leave their employment and amounted to constructive dismissal. Jianghua received $1,500 and Jinchun received $1,560 for lost wages of 1.5 weeks before they found new jobs. $10,000 in compensation was awarded for hurt and humiliation from the mental suffering caused by the betrayal of trust by Mr Manu, and stress of finding new jobs and varying their work visas. Costs were reserved.

Chen and Anor v L2M Construction Limited [[2023] NZERA 211; 28/4/23; S Blick]

Dismissal held to be valid under trial period

Ms Román worked for Maunga Horepa Contractors Limited (Maunga), as a cleaner from 2 November 2021 until she was dismissed during her trial period on 9 December 2021. Ms Román claimed her trial period did not apply because Maunga dismissed her for medical incapacity. Alternatively, she said Maunga unjustifiably disadvantaged her. Her claim included a failure to pay wages and holiday pay and a breach of good faith.

An employer must have fewer than 20 employees at the beginning of the day on which the employment agreement is entered into to have a trial period. The Employment Relations Authority (the Authority) accepted Maunga fit this criterion. Ms Román accepted she signed the employment agreement containing the trial period before starting work. The Authority was satisfied that Ms Román had sufficient time to read the agreement and seek advice before signing it. Maunga had to show it relied on the trial provision and complied with other requirements, like giving notice before the end of the trial period, when it dismissed Ms Román.

On 9 December 2021, Ms Román suffered a spider bite on her leg, causing her to be unfit for work. That day, Ms Román received a visit at home from a director from Maunga, initially asking about her welfare. Ms Román described what she recalled happened during this visit and claimed she was dismissed on two weeks' notice due to a clash of personalities between Ms Román and Maunga's director. A few days later Ms Román received an email from Maunga's director to confirm that they met on 10 December 2021 to discuss concerns regarding her work performance and suitability to continue in the position. The email confirmed that they were invoking the trial period provision. The Authority confirmed that Ms Román and the director met on 9 December, not on the 10 December as stated in the email.

Ms Román claimed her employment was dismissed because of medical incapacity but her evidence did not support any other reason for her dismissal other than an energy clash. Maunga's director did not expressly refer to the trial provision when she gave Ms Román two weeks' notice, which exceeded the one week required under the trial provision. However, Maunga's subsequent email on 13 December clearly confirmed the dismissal on the basis of the trial provision and that was what the Authority accepted.

There were several concerns raised about failures to pay for all time worked and holiday pay calculations. The parties disputed what constituted working hours which was exacerbated by the lack of time and wage records. Although payslips and information of records was given by Maunga to Ms Román, the Authority was not satisfied that this was representative of all hours worked. In the absence of records from Maunga proving otherwise, the Authority accepted Ms Román's claims around hours worked, wage arrears owing, and holiday pay outstanding. Ms Román was awarded a shortfall of wages of $2,351.62 and further awarded $1,661.13 for her full two week notice period. Ms Román claimed payment for Canterbury Anniversary Day on 12 November 2021 as an unworked public holiday of $168.10. Ms Román was further awarded annual holiday pay accrued of $482.58. Ms Román accepted she received total payments of $3,017.10 leaving a shortfall for wage arrears of $911.60.

Although there was a level of disadvantage due to the dispute over hours and therefore pay, the Authority did not accept it was at the level that amounted to a personal grievance for unjustified disadvantage. For a penalty to be imposed for the breach of good faith, it needed to be deliberate, serious and sustained or intended to undermine an employment agreement or employment relationship. The Authority declined to award a penalty under the facts of this case.

Maunga failed to produce wage and time records upon request but there was no evidence to show a failure to keep any records at all. By failing to comply with the requirement to produce the records upon request, Maunga was liable to a penalty of up to $20,000. The Authority was satisfied that a penalty of $3000 was appropriate. Ms Román sought payment of the full amount of any penalty to be paid to her which was awarded. The equivalent tariff rate of a half day cost contribution amounting to $2,250 plus the filing fee of $71.56 was awarded.

Guzmán Román v Maunga Horepa Contractors Limited [[2023] NERA 215; 01/05/23; L Vincent]

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 five Bills open for public submissions to select committee.

Taxation (Annual Rates for 2023-24, Multinational Tax, and Remedial Matters) Bill (14 July 2023)

Ngāti Paoa Claims Settlement Bill (2 August 2023)

Ngāti Hei Claims Settlement Bill (2 August 2023)

Ngāti Tara Tokanui Claims Settlement Bill (2 August 2023)

Corrections Amendment Bill (10 August 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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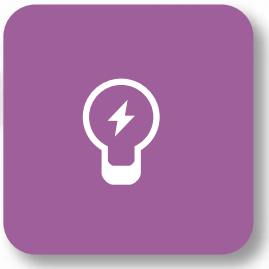

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AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

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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.

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

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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.

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

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

TRAINING SERVICES

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

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

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

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

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

EMPLOYMENT RELATIONS CONSULTANTS

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

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

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

LEGAL

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

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

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