BusinessCentral

EMPLOYER BULLETIN

31 July 2023

A Weekly News Digest for Employers

EMPLOYER NEWS

Government strengthens cyber security

A lead operational agency will be established to strengthen cyber security readiness and response as well as make it easier for people and organisations to get help, Minister for the Public Service Andrew Little says.

"The cyber security threats New Zealand faces are growing in scale and sophistication. We're committed to staying ahead of the hackers, to protect communities, businesses and our public services.

"That's why we're acting on the recommendation of the Cyber Security Advisory Committee to bring New Zealand's Computer Emergency Response Team (CERT NZ) into the National Cyber Security Centre (NCSC).

"Having a single agency to provide authoritative advice and respond to incidents across every threat level is international best practice, and will ensure New Zealand is well placed to take advantage of the opportunities in the digital economy and provide secure government services to our citizens," Andrew Little said.

"Since 2018 this government has invested $94 million in improved cyber security capability. We've delivered world-leading protection products, such as Malware Free Networks to protect internet service providers and private networks, and we've rolled out baseline security templates that make it easier for organisations to take advantage of innovative cloud services while better protecting their information," Minister for the Digital Economy Ginny Andersen said.

"But we know there's more to do. $5.8 million of direct financial losses from cyber incidents were reported to CERT NZ in the first quarter of the year. The NCSC prevented $33 million of harm to our economy over the whole of last year. We know the true scale of harm to our economy is underreported."

New Zealand Government [26 July 2023]

Emissions Trading Scheme settings updated

The Government has made its annual decision on unit limits and price control settings for the New Zealand Emissions Trading Scheme (NZ ETS) for 2023 – 2028, to drive stronger action on emissions reduction targets, says the Minister of Climate Change James Shaw.

"The New Zealand ETS is a key tool for meeting our climate change obligations and for ensuring that those responsible for environmental damage pay to cover the costs. Annual reviews of the unit settings and price control limits provide an important opportunity to ensure the settings are fit for purpose," says James Shaw.

"Today is an important step forward in helping us to meet our domestic and international climate targets. The new settings put us in lock step with advice provided by the Climate Change Commission in 2022 and 2023," said James Shaw.

"At the same time the Government is mindful of any impacts these decisions may have on living costs in the short term. This is expected to be minimal. Modelling shows that an increase of $10 per NZU will increase average annual household costs by about $1.67 per week. For lower income households, the increase is estimated at $0.88-0.95 per week.

"The Government has also taken another look at its 2022 unit limits and price control settings decisions for 2023 – 2027, following the recent Judicial Review initiated by the Lawyers For Climate Action New Zealand Incorporated. As a result, settings for the December 2023 auction will also be changed.

"The judicial review was about the process followed for the 2022 NZ ETS settings decisions, not the decisions themselves. The government accepts there were deficiencies in the process and has moved quickly to fix them," said James Shaw.

New Zealand Government [25 July 2023]

Household living costs increase 7.2 percent

The cost of living for the average household increased 7.2 percent in the 12 months to June 2023. This follows a 7.7 percent increase in the 12 months to March 2023.

"Higher prices for interest payments and grocery food were the biggest contributors to the 7.2 percent increase," Mitchell said.

"These were partly offset by lower prices for private transport supplies and services, things that keep your vehicle running, such as petrol and diesel."

On 1 July 2023 half-price public transport fares, the cut in fuel excise duty of 25 cents a litre, and the cut in road user charges were removed. Any impact this will have on prices will come through in the September 2023 quarter.

Between June 2022 and June 2023 prices in order of their contribution to the overall movement for:

- interest payments increased 28.8 percent
- grocery food increased 13.2 percent
- private transport supplies and services decreased 9.9 percent
- rent increased 4.8 percent
- fruit and vegetables increased 21.2 percent.

Statistics New Zealand [27 July 2023]

PMs Hipkins and Albanese celebrate close ties and focus on the future

Prime Minister Chris Hipkins and Australian Prime Minister Anthony Albanese met in Wellington today for their first annual Australia-New Zealand Leaders Meeting.

The meeting took place as the countries celebrate the 40th anniversary of Closer Economic Relations (CER), the 50th anniversary of the Trans-Tasman Travel Arrangement, and the 80th anniversary of diplomatic representation.

"It was great to meet again with Prime Minister Albanese to celebrate our closest international relationship, mark this special year of anniversaries and work towards an even better future," Chris Hipkins said.

"It's the fifth time we've met in seven months, highlighting the special bond between our countries. While I believe our relationship is as strong as it's ever been, I know we can keep building on those ties by modernising our agreements and continuing to cooperate in our mutual best interest.

"The Australia New Zealand Leader's Meeting is our annual opportunity to assess and set priorities for the relationship for the following year.

"Today, we agreed to put together a joint Australia-New Zealand expert group, with a clear deadline of 12 months, to scope initiatives to move closer towards seamless travel across the Tasman.

"We agreed it's worthwhile to re-engage on a process to find workable measures that would help trans-Tasman businesses and tourism with a simplified border.

"But it's not straightforward. Our border is a big part of what keeps us safe. It's where we manage major biosecurity, people, health and security risks.

"This process will bring the experts together to talk about whether there are ways in which we reduce barriers at the border, while not compromising our security.

"The group will report back by the end of June 2024."

New Zealand Government [26 July 2023]

Limited visas

Limited visas can be granted for people who:

- may not be eligible for another type of visa because of a risk that they might remain in New Zealand after their visa expires, or
- choose the limited visa as their preferred method of entry into New Zealand.
- Limited visas are granted for an express purpose which may include any one of the following:
- to study a short course as a full-fee paying student
- for a special event, like a wedding, funeral, anniversary, reunion conference, seminar, graduation, sports tournament or match, or religious ceremony
- for medical treatment
- for a family emergency
- to work for a Recognised Seasonal Employer.

The only kind of visa the holder of a limited visa can apply for while in New Zealand is another limited visa — which will only be granted if more time is needed to carry out the specified express purpose.

New Zealand Immigration [26 July 2023]

Reallocation of ministerial portfolios

Prime Minister Chris Hipkins has announced the reallocation of Kiri Allan's ministerial portfolios, promoting newer Ministers who have demonstrated promise.

"Ginny Andersen will become the Minister of Justice," Chris Hipkins said.

"Aligning the Justice and Police portfolios will be important in the coming weeks as we progress ram raid legislation to ensure young offenders face more accountability for their crimes.

"Kieran McAnulty will become the Minister for Regional Development, which aligns with his current portfolio of Rural Communities.

"Grant Robertson is already leading the Government's rolling maul of initiatives supporting communities impacted by Cyclone Gabrielle. He will take over the lead coordination role for Tairawhiti.

"At his request David Parker will pass on Revenue to Barbara Edmonds, freeing him up to focus on transport."

New Zealand Government [24 July 2023]

EMPLOYMENT RELATIONS AUTHORITY: FOUR CASES

Lack of consultation found to be in breach of good faith obligations

Tradespeople employed by (formerly) Waikato District Health Board (the DHB), now a part of Te Whatu Ora (TWO), claimed that the DHB breached its obligation to consult with them before contracting an external company to carry out some of the work they did for the Central Sterile Services Unit (CSSU). The employees, through their union, the Association of Professionals and Executive Employees (APEX), sought an order requiring their employer to comply with good faith obligations and a penalty for breaches of those obligations. They said the order should require the work done by the external contractor to be returned to their work schedules.

Waikato Hospital's team of tradespeople were responsible for carrying out day-to-day repairs, planned maintenance and routine testing of the CSSU's specialised sterilising machines in addition to providing various services to the hospital's facilities. In late 2020, a condition survey of CSSU equipment by New Zealand Valuations Services Limited (NZVS) was commissioned as the DHB wanted to ascertain whether equipment needed replacing and if so, whether that should have priority in capital expenditure.

On 1 February 2021 Mr Henderson, owner and director of NZVS, reported his survey findings, concluding that the washers and sterilisers were due for replacement in the next few years and that there were "sizeable risks" in the maintenance programmes for the six sterilising machines when assessed against the Australian and New Zealand Standard for reprocessing of reusable medical devices in health services organisations (the AS/NZS standard).

The DHB addressed these risks by having NZVS carry out six and 12-monthly checks for the three sterilising machines. The trades team were to undertake any daily maintenance issues and monthly and three-monthly checks. Mr Fitzpatrick, the DHB's Director Asset Management, gave evidence that this was a temporary solution to give the DHB time to explore the practicability of its trades team being trained to the level that met the AS/NZS definition of competence so that this work could be returned to the trades team.

Mr Fitzpatrick did not consult with the trades team members before commissioning the condition survey report from NZVS or before having Mr Henderson provide the six and 12 monthly maintenance checks. The DHB also did not provide APEX officials with a copy of the NZVS report until a month after APEX made an official information request for it.

In September, APEX responded to the NZVS report with its own report containing a discussion on how shortcomings in documentation of maintenance and repairs could be addressed and questioned the criticism that existing staff lacked sufficient training to meet the definition of competence in the AS/NZS standard. A 'competent person' was defined as: "A person who has, through a combination of training, education and experience, acquired knowledge and skills enabling that person to correctly perform a specific task." The trades staff believed that through their experience of servicing machines, following manufacturer manuals for various equipment and trainings, they met this definition.

Mr Fitzpatrick did not criticise the skill or experience of staff but believed there was no documentation to show that their level of training met the definition of competent person in the AS/NZS standard. The DHB also could not locate adequate documentation that manufacturers of the equipment were willing to provide training for DHB staff now. Mr Fitzpatrick emphasised that the work being contracted out was a very small proportion of the team's annual workload. Mr Hayes, an APEX member, argued the work, even if relatively small in workload, was important to trades staff because the work was challenging and technical and part of their wider skill set and hence its loss was part of a gradual degradation in the range of tasks they did and enjoyed.

The Authority found the DHB failed its statutory and contractual good faith obligations by commissioning a survey of the CSSU equipment without any involvement from the workers who maintained that equipment, not sharing the NZVS report with the team for feedback before making decisions based on it, contracting out work usually done by the trades team without consultation about the potential effect of this on their work and by unilaterally deciding that the trades team did not meet the AS/NZS standard of a competent person without input from the team.

The DHB argued that because the team were not going to lose their jobs, there was no need to provide information or an opportunity to comment. The Authority found this was a very narrow interpretation of good faith and even if this were the case, other aspects of good faith remained. The DHB should have been active and communicative in seeking comment from the trades team both before commissioning the survey and after the report was produced so that a well-informed decision could be made. The Authority rejected the DHB's submissions that discounted its good faith obligations stating that the obligation to consult and be communicative about a proposal to contract out work applied even if outsourcing was only a possibility, and only part of the employee's work could be affected and even if the change was temporary.

The Authority found there had been breaches of good faith but did not grant the penalty and order sought by APEX. The Authority did not consider the breach to be so serious in its immediate impact of the workers to warrant a penalty and did not issue an order to remedy the good faith breaches as that would have required ascertaining what position would have been had the good faith obligations been complied with and this was not possible to do. Instead, APEX could rely on the finding of this determination in the so-called longer term solutions' discussions. Costs were reserved.

Association of Professionals and Executive Employees vs Te Whatu Ora Health New Zealand Waikato [[2023] NZERA 214; 1/05/23; R Arthur]

Personal grievance found to be appropriately lodged

Ms Sheridan was employed by Pact Group as a community support worker. In January 2021, there was an incident at work which caused Ms Sheridan to suffer from PTSD. Upon returning to work for a short time, Ms Sheridan's injury was accepted by ACC and she took time off work while receiving ACC compensation. Efforts to return Ms Sheridan to work were not successful and, following a process initiated by Pact Group, her employment was terminated on 10 August 2021.

On 8 November 2021, Ms Sheridan raised a personal grievance for unjustified dismissal citing issues with the process used. This could not be resolved by the parties, so Ms Sheridan raised a statement of problem with the Authority. Pact Group challenged this personal grievance on the basis it was not lodged within the 90-day period after Ms Sheridan's termination on 7 November 2021. Correspondence was received from E Tū Union on 8 November 2021. Pact Group felt this correspondence did not adequately set out a grievance. Ms Sheridan challenged this on the basis her employment was actually terminated on 11 August 2021 and that the correspondence from E Tū did set out the nature of the grievance.

On 28 July 2021, Pact Group wrote to Ms Sheridan giving her two weeks' notice of termination from the date of the letter and proposed for her final day to be 10 August 2021. Ms Sheridan disputed the final date as she believed the two weeks should start the day after 28 July 2021 meaning the final date would be 11 August 2021.

The Authority noted that the employment agreement was silent on when the two-week notice period would commence so normal interpretation and application of timeframes applies. The Legislation Act 2019 stated that if a period of time is to be calculated from or after a specific date, the calculation did not include that day. Whilst the Legislation Act does not apply to the interpretation and application of terms of employment it was, in the Authority's view, persuasive. The Authority also observed that if notice started on the first day itself, then effectively one day of the notice period is lost. For example, if notice had been given to Ms Sheridan at the end of her working day on 28 July 2021, as that day was already finished, Ms Sheridan did not have the benefit of notice during that day (this also applies for the purposes of pay, thereby also depriving Ms Sheridan of a day's pay in her notice period). The Authority determined that the notice period should end on 11 August 2021.

Pact Group had the view that both parties had agreed to 10 August 2021 being the day of termination so even if the notice period was calculated incorrectly it should stand. The Authority rejected this view noting it was not open to Pact Group to reduce the notice period by making a payment in lieu of working or giving notice, nor was it open to Pact Group to decide to shorten the period of notice as this could only be done by agreement. Second, even where an employer specifies a termination date, if that is incorrect in law then the actual termination date prevails. So, it does not matter what date the employer puts as being the termination date, that date is the actual date the notice period expires. The Authority concluded that the personal grievance had therefore been lodged within the required timeframe.

The Authority then turned its attention to the nature of the personal grievance. The email from E Tū described how, in their view, the point had not been reached where Pact Group could make a fair and reasonable decision to terminate Ms Sheridan's employment. It went on to set out a grievance with the process that led up to the dismissal and seeking a mediation to consider these matters. The Authority concluded that the email from the union did meet the threshold for being considered a personal grievance and the Authority therefore has jurisdiction to consider her claim. Costs were reserved.

Sheridan v Pact Group [[2023] NZERA 239; 12/05/2023; P van Keulen]

Penalties imposed for multiple breaches

Zaafran Moroccan Cuisine Limited (Zaafran) was a licenced restaurant located in Kaiapoi from December 2015 until March 2021 when the business was sold. The Labour Inspectorate were contacted in March 2021 by a Zaafran worker alleging he was consistently working 50-60 hours per week and only being paid for 40 hours. Further issues included not being paid penal rates or an alternative day when working on public holidays and being paid annual holidays for days he had worked. It was claimed other workers were being similarly exploited.

The Labour Inspector commenced an investigation by interviewing various workers and reviewing information provided by Mr Singh, Zaafran's director and person responsible for administering the payroll system. Upon concluding their investigation report on 6 December 2021, the Labour Inspector found Zaafran had failed to pay a worker the minimum wage for all hours worked, pay sick leave when required, calculate and pay holiday pay correctly and keep accurate time and leave records.

On 29 September 2022, following a mediation, the parties agreed on the issuing of an Authority consent determination containing an agreed statement of facts and acceptance of agreed breaches. The agreed facts included that Mr Singh had proposed to a worker that in return for assistance with his residency application, the worker would not be paid for all the hours he worked but such hours would be paid if the worker was unsuccessful in his residency application. Mr Singh insisted that the worker document fewer hours than he actually worked. As a result, timesheets provided to the Labour Inspector were inaccurate. The parties further accept that Mr Singh was a person involved in the identified breaches, had knowledge of the essential facts that establish the above contraventions and was personally liable to pay arrears as scheduled since Zaafran is no longer trading and unable to pay.

The parties agreed that the only matter outstanding was the sum of penalties to be imposed.

The Authority determined to resolve the matter using a four-step approach. Firstly, they had to identify the nature and number of each statutory breach, identify the maximum penalty available for each penalisable breach and then consider whether global penalties should apply, whether at all or partially. Secondly, they had to assess the severity of the breach in each case and consider aggravating and mitigating features. Thirdly, they needed to consider the means and ability of the person in breach to pay the provisional penalty. Finally, they needed to apply the proportionality or totality test to ensure that the amount of each final penalty is just in all the circumstances.

The Authority applied historical case law to reduce the number of breaches to 11 with a potential penalty of $20,000 per breach for Zaafran and $10,000 per breach for Mr Singh. On top of statutory considerations, the Authority was obliged to examine the extent of Zaafran and Mr Singh's culpability and take the public interest factor of using the penalty regime as a legitimate deterrent into account.

Considering the above, and the aggravating feature that the breaches were easily resolvable had the company taken heed of the Labour Inspector's improvement notice and investigation report, the Authority found deterrence where vulnerable individuals were involved was a key consideration. Taking the later considerations into account, the Authority concluded that the breaches were reasonably significant, and deemed 70% of the maximum accumulated penalty to be a 'starting point' of $154,000 for Zaafran and $77,000 for Mr Singh.

In mitigation, the breaches have been rectified and entitlements paid. In the circumstances, the Authority considered a further 10% reduction of the maximum penalty was warranted reducing it to $138,600 for Zaafran and $69,300 for Mr Singh. Zaafran ceased trading and the Kaiapoi business was sold. In these circumstances, the Authority was satisfied Zaafran and Mr Singh had a limited ability to meet significant penalty payments and so the Authority used its discretion under the Act to order payments of determined penalties by instalments. Considering the totality of factors including Mr Singh's financial situation and applying proportionality to the Authority's analysis, the Authority found it just in all the circumstances, that Zaafran should pay a penalty of $10,000 and Mr Singh a penalty of $5,000. The Authority ordered the total of $15,000 of penalties be subsequently paid by the Crown to the affected employees in equal amounts. Costs were reserved.

Labour Inspector v Zaafran Morrocan Cuisine Limited and Anor [[2023) NZERA 241; 12/05/2023; D Beck]

Apprentice held to be an employee

Mr Collaine commenced work with Kiril Limited (Kiril) on 12 January 2022 as an apprentice with an apprenticeship training agreement entered into for the New Zealand Certificate in Carpentry (NZC Carpentry) later in January 2022. His engagement ended in July 2022 in circumstances that he claimed amounted to an unjustified dismissal.

Kiril claimed Mr Collaine's working arrangement was as a self-employed labour only contractor, so the ending of the engagement could not amount to an unjustified dismissal.

Mr Collaine said he started work for Kiril under an arrangement where he would be an apprentice, but in circumstances where he understood that Mr Kirilov, Kiril's sole director and shareholder, "wanted to see how I worked before calling BCITO, the apprenticeship programme." Mr Collaine was not provided an employment agreement and said he was instructed by Mr Kirilov on what his tax code would be, to include on his tax form. Mr Collaine said, "I thought that I was being employed by Kiril, I did not know that an apprentice could be self-employed as you need to be supervised."

On 26 January 2022, Mr Collaine entered into an apprenticeship training agreement for NZC Carpentry with Kiril, with the agreement signed by Mr Kirilov on behalf of Kiril and a BCITO representative. The employment arrangement circled on the agreement was "Labour only".

Mr Kirilov's evidence was consistent that Mr Collaine was not his employee and that he worked for Kiril as a self-employed labour only contractor. The job advertisement and payslips recorded the occupation as self-employed labour only contractor.

The evidence indicated that the relationship was labelled as a self-employed contractor. However, the Employment Relations Authority (the Authority) found that the parties did not share a common intention as to Mr Collaine's employment status.

Mr Kirilov acknowledged that Mr Collaine was working under his supervision. Mr Kirilov also provided a range of photos of work undertaken by Mr Collaine and comments about the quality of that work, which support that the work was undertaken under Mr Kirilov's direction and supervision.

While Mr Kirilov provided evidence that clearly expressed a negative view about the quality of Mr Collaine's work and the amount of re-work he said was needed, it was clear he accepted that there was an apprenticeship arrangement. The essential nature of an apprenticeship is that the apprentice learns under the supervision or control of the other party to the apprenticeship arrangement. This strongly indicated an employment relationship.

Mr Collaine provided evidence that he usually worked from 8.00am to 3.00pm Monday to Friday and occasionally on Saturdays. He said he was bound to work only for Kiril due to his apprenticeship programme.

Mr Kirilov claimed that Mr Collaine "had the freedom to work where he wanted. To work on my site and how often to be at work is his personal choice, this is not "bound"." That was not consistent with Mr Collaine's evidence that he was allocated tasks each day by Mr Kirilov.

Having reviewed the wage records and payslip provided and taking into account the essential supervisory nature of the apprenticeship arrangements, the Authority considered that Mr Collaine was integrated into Kiril's operations. There was no suggestion he was, in practice, working separately or independently during the time he was working for Kiril. The Authority considered it unlikely he would have been doing so based on the full-time nature of his work for Kiril. This indicated an employment relationship.

The majority of the tools Mr Collaine needed to perform work under his apprenticeship were provided by Kiril, which strongly indicated that the real nature of his relationship with Kiril was employment.

The header of the apprenticeship training agreement states that "this document forms part of the Employment Agreement between the employer and the apprentice/learner." The entire focus of the regulatory scheme for apprenticeship training is that the training occurs in the context of an employment relationship, such as where the apprentice is an employee and their employer makes commitments, to ensure the employee's "apprenticeship training leads them to attain, within a reasonable time, the level of skills necessary to complete a qualification in the skills of the specified industry".

While Mr Kirilov may well have considered that the apprenticeship training agreement supported his view that apprentices could and should be self-employed labour only contractors, the Authority did not agree. The Authority considered that the legislative provisions were clear that an apprenticeship arrangement under an apprenticeship training agreement must occur in the context of an employment relationship.

For the above reasons, the Authority found that Mr Collaine was an employee of Kiril. The Authority stated they will arrange a case management call to discuss the next steps in the matter.

Collaine v Kiril Limited [[2023] NZERA 277; 30/05/23; S Kinely]

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 six Bills open for public submissions to select committee.

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)

Mclean Institute (Trust Variation) Bill (30 August 2023)

Emergency Management Bill (3 November 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 9930, 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.