BusinessCentral

# EMPLOYER BULLETIN

11 September 2023

**A Weekly News Digest for Employers**

## EMPLOYER NEWS

### New Zealand wins CPTPP dispute against Canada

Minister for Trade and Export Growth Damien O'Connor has welcomed the CPTPP Panel's ruling in favour of New Zealand in our dispute against Canada, a significant win for our primary sector exporters.

The Panel found that Canada's dairy quota administration is inconsistent with its obligations under the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

"Canada was not living up to its commitments under CPTPP, by effectively blocking access for our dairy industry to upscale its exports. That will now have to change," Damien O'Connor said.

"This is a significant win for New Zealand and our exporters. Our dairy industry lost out on an estimated $120 million in revenue from the Canadian market in the past three years."

"Since 2017 our Government has signed seven new or upgraded free trade agreements – including CPTPP – and we have seen our primary sector exports grow to record heights of $57.4 billion this year.

"These were hard-won negotiated outcomes, and today's ruling will give exporters confidence and certainty that the mechanisms in place will ensure they receive the market access that all members agreed to.

"As part of the CPTPP agreement, we secured new dairy quota access accounting for 3.3% of Canada's market - tens of thousands of tonnes per year in key dairy products for New Zealand's exporters."

New Zealand Government [6 September 2023]

### Farmers and cyclone-affected properties supported with tax rule

The Government has confirmed details of the tax changes to the bright-line test for cyclone-damaged properties, with the release of the required legislative amendments.

Revenue Minister Barbara Edmonds has released a Supplementary Order Paper (SOP) to be considered by the Finance and Expenditure Committee in the next Parliament, as it finalises an annual taxation rates bill that is already before the House.

"The Government is committed to making our tax system fairer. Everyone should pay their fair share but hard-working New Zealanders shouldn't be over-taxed due to situations outside their control," Barbara Edmonds said.

"As previously announced, the law change will ensure that owners of cyclone or flood damaged properties who agree to a voluntary council buy-out will not be caught by the tax rules that apply to profits on some land sales.

"It's clear to us that it's not appropriate or fair to apply the bright-line test to main homes that have been hit by severe weather events."

"In addition to addressing issues with voluntary buy-outs, we're also extending the main home exemption for people who vacate their main home for more than 12 months while it is being repaired.

"Officials anticipate that only a small number of properties could be affected. These are homes that were purchased on or after 27 March 2021, impacted by the severe weather events, and have been uninhabitable during repair work that takes longer than 12 months to complete.

"Once enacted, the Government intends this measure to apply from 8 January 2023, effectively backdating it to prior to the North Island weather events including Cyclone Hale.

New Zealand Government [6 September 2023]

## Spring's Junction Café fined a second time for employment breaches

Simon Humphries, Head of Compliance & Enforcement, Labour Inspectorate, said the latest penalties imposed on Springs Junction Café and Motor Inn Ltd, should serve as a warning to other businesses considering taking advantage of vulnerable workers.

The Employment Relations Authority found Springs Junction Café and Motor Inn Ltd, and its director Jerry Hohneck, had been involved in 22 breaches of employment standards by failing to pay an employee minimum wage including holiday pay and for inadequate record keeping. The employee had been told by Hohneck to stop recording the hours they worked.

The Labour Inspectorate found there had been no written agreement about a reduction of hours the employee could work and that payments made to the employee suggested the wage subsidy was simply passed on to the employee.

The Employment Relations Authority said a deliberate failure to pay an employee wage for work carried out "is exploitation and is serious".

Penalties

- The penalties are $24,000 for the business and $12,000 for the Director Jerry Hohneck.
- The employee is to be paid $10,800 of the penalties while the business and Hohneck paid the former employee $33,165 in wages arrears.

Ministry of Business, Innovation & Employment [5 September 2023]

## New Zealand's filled jobs up 1.1 percent for June 2023

Filled jobs increased 1.1 percent (24,946 jobs) for the quarter ended June 2023, according to figures released by Stats NZ.

The seasonally adjusted increase follows a 1.1 percent increase (25,456 jobs) in the March 2023 quarter.

"This is the tenth quarter in a row for a seasonally adjusted increase in filled jobs, with both quarters for 2023 increasing over 1 percent," business employment insights manager Sue Chapman said.

**Annual change in filled jobs led by accommodation**

The accommodation and support services industry, up 14,805 filled jobs (11 percent), led the increase for June 2023 when compared with June 2022. The annual rise in filled jobs was also supported by health care and social services, up 8,298 (3.2 percent), and transport, postal, and warehousing, up 6,886 filled jobs (7.9 percent) compared with June 2022.

"Collectively, the three industries that led the annual change in filled jobs make up over a third of the increase in total filled jobs," Chapman said.

**Filled job growth by age**

The largest proportions of increases in filled jobs came from the age categories, 30–34 years, 35–39 years, and 40–44 years.

The 35–39 years age group had the largest increase in filled jobs, up 16,562 (7.1 percent) from June 2022 to June 2023.

The 30–34 years age group had an increase in filled jobs of 14,035 (5.3 percent) and the 40–44 years age group had an increase of 12,622 (5.9 percent) for the year ended June 2023.

Filled jobs in the 15–19 years age band increased 9,357 (7.1 percent) from June 2022 to June 2023.

Statistics New Zealand [7 September 2023]

## Preventable injury puts seasonal worker safety in focus

A teenage worker needed three fingers partly amputated when his summer holiday job went horribly wrong in a workplace incident with a leading stone fruit producer in Central Otago.

Matthew Nevill, who was 19 at the time, was trying to fix a chain on a conveyor belt at Clyde Orchards in February 2021, when his hands were drawn into the machine. The victim had two fingers fractured on his left hand, and required surgery to partly amputate three fingers on his right hand.

In a reserved decision of the Alexandra District Court, Clyde Orchards (1990) Limited has now been sentenced for its health and safety failures related to the incident.

A WorkSafe investigation found poor safeguarding of the machinery and an inadequate risk assessment contributed to the victim's injuries. There were also no lockouts to safely isolate and de-energise the parts of machinery that could cause harm to workers. The conveyor involved has now been decommissioned.

"The injuries in this case were significant and affected the independence of Mr Nevill, who was on his fifth consecutive summer working for Clyde Orchards. Although he was the unfortunate victim, it could have been anyone on staff given the risks that were present," says WorkSafe's area investigation manager, Steve Kelly.

Worksafe New Zealand [4 September 2023]

## EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

### Leave granted for personal grievance to be considered outside of 90-day period

Ms Cooksley was employed by Dogmad Groomers Limited (Dogmad) from early 2016 until approximately 7 May 2021. During this time, she was not provided with an employment agreement. The circumstances surrounding the ending of the employment relationship were disputed. Ms Cooksley claimed that she was unjustifiably dismissed, whereas Dogmad said that she abandoned her employment. Ms Cooksley lodged a personal grievance on 25 August 2022 after having sought legal advice. Her claim was that she was not aware of the 90-day statutory time limit on raising a personal grievance. Dogmad challenged the grievance noting it was well outside the statutory timeframe.

Ms Cooksley took a claim to the Employment Relations Authority (the Authority) seeking leave under the Employment Relations Act 2000 (the Act) to raise a personal grievance outside of the statutory 90-day period. Her claim was based on exceptional circumstances which included that she was not provided a written individual employment agreement, was otherwise unaware of the 90-day period, and that she suffered significant health issues and significant stress because of several other events following the end of the employment relationship.

The Authority, while acknowledging the stress and health issues that Ms Cooksley raised, was not satisfied that they met the threshold for being considered an exceptional circumstance under the Act.

Dogmad did not dispute the lack of an employment agreement and plain language explanation as to the resolution of personal grievances, however, felt its absence was offset by its view that Ms Cooksley should have known of the 90-day timeframe for grievances through her engagement of legal services and with her supporting another staff member with a personal grievance, as well as through her own private research.

The Authority was not satisfied that Ms Cooksley received specific advice on the 90-day period prior to her raising her grievance. They observed that it may be true that most internet searches would return results, or refer to websites, that also referred to the 90-day period. However, they were not persuaded that necessarily meant the delay was not occasioned by the failure to include the plain language explanation.

Once Ms Cooksley was given advice regarding the 90-day period, steps were taken to raise the grievance. The Authority found, on balance, that would have occurred within the 90-day period had Dogmad included a plain language explanation of available services, including reference to the 90-day period as required by the Act.

The Authority was satisfied that the delay in raising the personal grievance was occasioned by exceptional circumstances, in terms of the Act.

When considering the justice of allowing the grievance to be heard, the Authority weighed the arguments of both parties. Ms Cooksley argued that the nature of her dismissal, and the effects it had on her personally, demonstrated exceptional circumstances. Dogmad highlighted the impact of requiring an employer to defend the claim after a lengthy delay, and the weight to be given to exceptional circumstances diminishing with time.

The Authority considered the delay to be reasonably significant. However, it did not consider that delay to be seriously prejudicial to Dogmad. Whilst it may be true that a witness's ability to recall the detail of events may diminish over time, the Authority was not convinced that the time period involved was out of the ordinary.

Ms Cooksley's application for leave to raise the personal grievance after the expiration of the 90-day period was granted and in accordance with the Act, the parties were directed to use mediation to seek to mutually resolve the grievance.

Costs were reserved pending any investigation and determination of Ms Cooksley's substantive claims.

**Cooksley v Dogmad Groomers Limited [[2023] NZERA308; 13/06/2023; R Anderson]**

## Unsuccessful unjustified disadvantage claim

Ms Penniall began working for World Moving and Storage Ltd in 2016 as a Sales Consultant. She was given a company car which she used to travel to and from work. Because of the COVID-19 lockdown, her employer asked her to return the car so other staff could use it. In response to that request, she quite suddenly gave notice to resign. She later claimed the employer's request unjustifiably disadvantaged her.

Ms Penniall used the company car for her own personal transport when her son, who had recently returned home from abroad, used her car. She later acknowledged that to borrow the company car, she needed permission first, which was usually granted.

Ms Penniall tried to argue that she became bound to a different employment agreement when she was promoted whereby the car became a part of her remuneration package. That was found not to be the case, meaning she was contractually bound to return the car.

The Employment Relations Authority (the Authority) held that according to the Employment Relations Act 2000 (the Act) if an employee made a personal grievance claim relating to an unjustifiable action, the claim cannot derive solely from a dispute between the employer and the employee. The Authority framed Ms Penniall's claim, being a disagreement about the use of the company car, as a dispute about the interpretation, application, and operation of the employment agreement. Following the Act, the Authority decided that Ms Penniall's situation could not be a valid basis for a disadvantage grievance claim.

The Authority noted that personal grievance claims are not intended to be a means by which dissatisfied employees can alter the terms of their employment agreements. It has little power in that area regardless.

Ms Penniall's resignation was described as inexplicable. She went on to say that she hoped it would jolt her employer into renegotiating the terms of their employment agreement. The Authority noted her gambit was a risky strategy considering employers are entitled to take such offers at face value, and simply accept.

The Authority noted that the employer had not engaged in misleading or deceptive behaviour, meaning they were not in breach of their good faith obligations.

The Authority looked at Ngawaka v Global Security Solutions Ltd as a case where the Employment Court had outlined the situations where constructive dismissal may occur: where the employee is given a choice of resigning or being dismissed; where the employer has followed a course of conduct with the deliberate and dominant purpose of coercing an employee to leave; or where a breach of duty by the employer leads the employee to resign.

The Authority thought the second and third situations were the most applicable in this case. It went on to find there was no evidence of the employer coercing Ms Penniall to resign. It also found that even if the employer breached their duty to the employee, which they likely hadn't, it wasn't serious enough for the employer to have foreseen or anticipated Ms Penniall resigning in response. Ultimately, the Authority held Ms Penniall didn't have a personal grievance of any kind. Costs were ordered to lie where they fell.

**Penniall v World Moving and Storage Limited [[2023] NZERA 319; 19/06/23; A Dumbleton]**

## Fair and reasonable medical incapacity process run by the employer

Mr Blissett started working for Absolute Scaffolding (2019) Limited (Absolute), on 29 October 2019, when he had already suffered several injuries to his right shoulder. Mr Blissett claimed that Absolute unjustifiably dismissed him in July 2021 for numerous reasons including his time off work on ACC due to his shoulder injury and a personal hostility against him after he asked for his holiday pay. Mr Blissett sought lost wages, compensation, and annual holiday pay.

Mr Colin Cameron (Absolute's Timaru-based manager) knew of Mr Blissett's shoulder injury in broad terms but believed he was fully fit and capable of performing the role of scaffolder when he offered him the role with Absolute. Mr Blissett's employment agreement also stated that if for any reason he became unable to work for a continuous period exceeding three weeks or for an aggregate of more than 30 days in a six-month period, Absolute were entitled to terminate his employment on two weeks' notice.

Mr Blissett worked for Absolute for about two weeks before he went off work due to problems related to his shoulder injury, a condition covered by ACC. However, it was not until 9 December 2019 when Mr Cameron said Mr Blissett contacted Absolute to say he was unfit for work and later left a medical certificate at the office (on 19 December 2019). The medical certificate was dated 18 December 2019 and confirmed Mr Blissett could not work until 28 February 2020. In December 2020, Mr Blissett approached Absolute about his holiday pay. Mr Cameron received more Medical Certificates dated 6 October 2020 and 12 May 2021 provided in late May 2021. When Absolute started the process to address its concerns about Mr Blissett's absence in early January 2021, Mr Blissett had been absent for more than 12 months (from mid November 2019 until January 2021).

In the letter starting the incapacity process, Absolute cautioned it could not keep the position open indefinitely. It requested for Mr Blissett to provide information that would enable it to assess the prospects of his return to work, such as an update on his medical condition with supporting documentation and a date when he expected to return to work. After receiving the required information, Absolute could then address any entitlements owing regarding holiday pay. Mr Blissett did not provide the requested information.

In a letter dated 25 February 2021, Mr Campbell wrote to Mr Blissett, this time highlighting health and safety and saying he wanted to ensure he could safely return to work. On 23 April 2021, Mr Blissett's lawyer responded saying that he remained unfit for work, had provided medical certificates, and was waiting for an operation. On 27 May 2021, Mr Blissett provided two further medical certificates, neither of which gave Absolute any certainty about when and whether Mr Blissett might be fully fit to return to work. Mr Cameron recalled there were no positions at the time that he could consider for Mr Blissett for light duties either. By this time, Mr Blissett had been absent for around 18 months. Mr Cameron decided to dismiss Mr Blissett based on the information he had available as of 30 June 2021, when he wrote to him confirming this decision. The Employment Relations Authority (the Authority) concluded that Absolute dismissed Mr Blissett for medical incapacity. The Authority stated that it was acceptable for an employer to consider its wider business needs when deciding whether and for how long it can keep a position open for someone who is off work due to medical incapacity.

Absolute paid Mr Blissett $33.70 in the pay period ending 20 July 2021 following his dismissal. Mr Blissett says Absolute should have paid him for four weeks annual holidays. For the purposes of calculating the cash value of any untaken entitlement to annual holidays upon termination, an employer must pay the greater of average weekly earnings or ordinary weekly pay. The purpose of holiday pay calculations in a broad sense is requiring an employee on holiday to be paid an amount at least like what they would have earned had they not taken the holiday. Absolute did not pay Mr Blissett in accordance with the Holidays Act 2003.

The Authority ordered Absolute to pay Mr Blissett for his annual holiday. Mr Blissett was to be paid four weeks' annual holiday pay totalling $4,642.30 and 8% of his gross earnings on that amount being $374.08. Absolute acknowledged Mr Blissett continued to accrue annual holiday entitlements whilst off work receiving weekly compensation through ACC. Costs were reserved.

**Blissett v Absolute Scaffolding (2019) Limited [[2023] NZERA 310; 13/06/2023; L Vincent]**

## Businesses penalised for time delay complying with improvement notice

A Labour Inspector lodged proceedings against 11 North Island liquor stores (the Respondents), each run by different limited liability companies but commonly directed by Mr Arora. The Labour Inspector claimed the Respondents breached an improvement notice issued on 6 June 2019, and that Nikhil Himalaya Botany Limited (Nikhil Himalaya Botany) breached a second improvement notice of 4 November 2020.

Between 23 January 2018 and 11 January 2019, Labour Inspectors investigated the Respondents through site visits and meetings. They formally requested records for employees' wages, time, holiday and leave, and past and present employment agreements, from the previous six years. On 1 April 2019, the Labour Inspector's investigation report concluded each of the Respondents breached some minimum employment standards. Altogether they failed to keep records of employees' holidays, leave, wages and time; pay public holidays worked or unworked, nor annual holidays upon end of employment; give alternative holidays for public holidays worked; follow minimum wage law; and include mandatory employment protection provisions in the employment agreements.

On 6 June 2019, the Labour Inspector served each Respondent with an improvement notice. These outlined the breaches, the actions each Respondent had to take, and the evidence to provide to comply with each notice. The Respondents engaged an accountant to calculate the arrears and provided evidence on 27 September 2019.

Between 6 August and 10 August 2020, the Labour Inspector informed the Respondents that none of the improvement notices had been fully complied with. The Respondents provided various documents again, but they were still insufficient. In particular, they did not establish that they correctly calculated and paid owing arrears. Between 24 September 2020 and 30 October 2020, the Labour Inspector advised the non-compliance would proceed to the Employment Relations Authority (the Authority).

The Labour Inspector also investigated a complaint against Nikhil Himalaya Botany made on 5 December 2019. This resulted in an improvement notice issued 4 November 2020, for breaches of the Holidays Act 2003, the Employment Relations Act 2000 (the Act) and minimum wage. It again identified how to comply, with a due date of 9 December 2020. Nikhil Himalaya Botany notified that on 3 December 2020 it paid the arrears to the complainant, but again the Labour Inspector required further evidence of compliance. When Nikhil Himalaya Botany did not provide further evidence by 22 December 2020, the Labour Inspector also brought this case to the Authority.

On 2 February 2021, Nikhil Himalaya Botany engaged a payroll and Human Resource Information Systems specialist to assist with compliance for all the Respondents. The Labour Inspector felt the Respondents made positive progress from this, and on 29 July 2022, the parties agreed on the arrears and payment plan. After Authority proceedings on the breaches commenced, the Respondents made payment of all arrears to all known bank accounts. The Labour Inspector sought penalties for the seven-to-eighteen-month delay between the improvement notices being issued and their resolution.

The penalties began at $20,000 per breach, the Respondents committing one each and Nikhil Himalaya Botany having two. Ignoring the notices frustrated the Act's objective of using them to reduce judicial intervention, and the Respondents' good faith obligations. It compromised the full assessment of their default. A penalty sought to deter this negligence. Meanwhile, the Respondents' good faith engagement and actions on the compliance process could not be credited in their favour, because it was the minimum conduct by law. The breaches were serious, with a significant quantity of arrears owed across multiple vulnerable migrant workers, that took "a number of years" to rectify. The Respondents argued they entered a memorandum of understanding with various parties on the payment of outstanding wages, but the Authority found it was irrelevant in its assessment.

The key focus was the failure to comply in a timely manner, which put the provisional starting point at 70% of the maximum penalty. The Respondents sought a 20% discount to penalties because all the companies lacked financial capacity from ceasing trading. The Authority found it did not have sufficient detail to make a finding on this, meaning it did not apply a discount. After regarding all the factors, the Authority laid "significant, but proportionate, penalties", with proportionality causing a modest discount. It ordered a payment of $15,000 by Nikhil Himalaya Botany and $8,000 from the other Respondents. Costs were reserved.

**Labour Inspector v Nikhil Himalaya Botany Limited [[2023] NZERA 309; 14/06/2023; A Dallas]**

## A successful claim for unjustified disadvantage

Mr Gu was dismissed by Hungry Panda (NZ) Ltd (Hungry Panda) following "a verbal and physical conflict" between him and a worker at the Dagu Rice Noodle restaurant (DRN). However, Mr Gu successfully claimed that he was unjustifiably disadvantaged when Hungry Panda failed to adhere to fair processes during the subsequent disciplinary procedure.

Mr Gu worked as a food delivery driver. Orders were placed online whereby Mr Gu would receive a notification on his phone, drive to the restaurant, pick up the order and deliver it to the customer. However, when he arrived at DRN to pick up an order, he was made to wait. He was told the restaurant had sent the notification before the meal was ready. This triggered an altercation between Mr Gu and the worker he met at DRN. CCTV recording showed the two yelling insults at each other, before the worker came out with a broom and started hitting Mr Gu. An hour later, that recording was sent to the employer, and the next day, Mr Gu was suspended while the employer investigated the matter.

On 1 November 2021, an investigation meeting was held where Mr Gu was questioned by the Hungry Panda's representatives. However, he was not given the CCTV recording of the incident or other relevant information the employer possessed. Mr Gu was not sent the CCTV recording until 9 November 2021, and only after he requested it. On 17 November 2021, Mr Gu was dismissed for serious misconduct. He applied to the Employment Relations Authority (the Authority) claiming he was unjustifiably dismissed. Hungry Panda opposed his application.

The Authority first assessed Hungry Panda's findings concerning the outcomes of their investigation. It decided Hungry Panda was incorrect in finding that Mr Gu was responsible for the physical violence that occurred. Looked at objectively, the CCTV recording showed that the restaurant worker had picked up the broom and moved "with purpose" to attack Mr Gu. However, it ultimately decided the employer's finding that Mr Gu's behaviour constituted serious misconduct was correct. The Authority went on to assess whether the employer had properly abided by their disciplinary procedure. It decided that a fair employer, acting reasonably, would have shown Mr Gu the CCTV recording, and allowed him to comment on it, especially considering it would have provided context around who was responsible for instigating the violence. Also, Mr Gu was not given the email messages sent between the employer and DRN, which were relevant to Hungry Panda's assessment of Mr Gu's situation.

Mr Gu was not given a reasonable opportunity to comment on the evidence relevant to the allegations about how the physical violence arose, or the pressure placed on the employer by DRN around the disciplinary measures they ought to have taken. Because Mr Gu was not given that opportunity, the Authority found the attention the employer ought to have given to alternative outcomes was affected, which was held to be a disadvantage to Mr Gu. Therefore, the Authority decided in favour of Mr Gu's application.

The Authority found Mr Gu could not claim his lost wages for two reasons. The first was Hungry Panda's finding that Mr Gu had committed serious misconduct was correct, at which point his wages were no longer payable. Secondly, even if that reason was incorrect, it was nevertheless the case that Mr Gu failed to make reasonable endeavours to mitigate his loss by deciding to return home to Shanghai, even though he could have found work in New Zealand. Mr Gu showed that Hungry Panda's failure to abide by the disciplinary procedure caused him distress, and the Authority initially awarded him $7,500 in compensation for humiliation, loss of dignity and injury to feelings. However, upon assessing the blameworthiness of Mr Gu's conduct contributing to the situation, the Authority reduced that amount to $5,000. Costs were reserved.

**Yiwei Gu v Hungry Panda (NZ) Ltd [[2023] NZERA 312; 14/06/2023; R Arthur]**

For further information about the issues raised in this week's cases, please refer to the following resources:

Personal Grievances

Discipline

Incapacity

Holidays Act

## 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 nine Bills open for public submissions to select committee.**

Fair Trading (Gift Card Expiry) Amendment Bill (14 September)

Sale And Supply Of Alcohol (Cellar Door Tasting) Amendment Bill (14 September)

Employment Relations (Restraint of Trade) Amendment Bill (18 September 2023)

Residential Property Managers Bill (12 October 2023)

Crimes (Theft by Employer) Amendment Bill (12 October 2023)

Whakatōhea Claims Settlement Bill (31 October 2023)

Inquiry into seabed mining in New Zealand (1 November 2023)

Inquiry into climate adaption (1 November)

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.