BusinessCentral

EMPLOYER BULLETIN

18 September 2023
A Weekly News Digest for Employers

EMPLOYER NEWS

New Zealand gets AAA credit rating from S&P

Standard and Poor's is the latest independent credit rating agency to endorse the Government's economic management in the face of a deteriorating global economy.

S&P affirmed New Zealand's long term local currency rating at AAA and foreign currency rating at AA+ with a stable outlook. It follows Fitch affirming New Zealand's AA+ rating with a stable outlook and Moody's annual credit analysis affirming a stable outlook on New Zealand's local currency and foreign currency ratings at AAA.

"The Government's balanced and responsible economic management has been recognised once again and shows that the major credit ratings agencies continue to have confidence in New Zealand's resilience in an uncertain global environment," Grant Robertson said.

"S&P praised New Zealand's excellent institutional settings, economic wealth and modest level of government debt, noting that the Government's management in response to the COVID-19 pandemic meant the country recovered faster than most of its peers.

"The ratings agency acknowledged New Zealand's very strong institutions and governance as key credit factors underpinning the country's rating and the Government's focus on sustainable public finances and economic growth. It said New Zealand had been placed at or near the top of many international surveys of good governance.

"The Government has continued to take action to consolidate spending, which S&P expects to drive a narrowing in the deficit in coming years. Our ongoing savings and efficiency exercise has found almost $4 billion in savings over the forecast period to help ease inflation pressures and make sure we meet our fiscal rules of returning to surplus over the forecast period and keep debt levels under the limit of 30 percent of GDP."

New Zealand Government [8 September 2023]

PREFU Shows No Recession, Growing Economy, More Jobs and Wages Ahead of Inflation

The Pre-election Economic and Fiscal Update released today shows New Zealand's economy is turning the corner with projected growth meaning no recession, wages ahead of inflation and more people in work, even as the impact of challenging global conditions and the North Island Weather Events weigh on the Government's books.

"The economy is holding its own in an uncertain global environment. The Treasury is forecasting average annual growth of 2.6 percent between 2023 and 2027, the addition of 105,000 new jobs and wages to grow faster than inflation," Finance Minister Grant Robertson said.

"The economy is 2.9 percent bigger than a year ago and close to 7 percent larger since the start of the pandemic in 2020. The number of people in work rose by 113,000 in the June year – 69,000 more than forecast in May's budget.

"We have a solid base as we face the challenges ahead. Unemployment is forecast to remain below the long-term average of 5.8 percent – peaking at 5.4 percent before declining to 4.6 percent at the end of the forecast period. Wage growth will outpace declining inflation, meaning household budgets will stretch further."

"The economy is turning a corner, but the challenges remain very real. New Zealand continues to feel the ongoing ripples of the 1-in-100 year economic shock from the global pandemic. Earlier this year, the country also experienced its second largest natural disaster.

"This has been reflected in the Crown accounts. While core Crown tax revenue was $3.9 billion higher than last year, it was $2.9 billion behind where Treasury had forecast it to be in May's budget. Since May we have seen a further deterioration in the global economy, particularly in China, which will continue to have a direct impact on the New Zealand economy.

New Zealand Government [6 September 2023]

New Grocery Code of Conduct mandatory for suppliers

The Government announced a new mandatory Grocery Supply Code of Conduct supporting fairer trading relationships last week.

The Commerce Commission's competition market study into the grocery sector showed a power imbalance between large grocery retailers and suppliers.

A mandatory Code of Conduct will improve this relationship by promoting more transparency and certainty in supply arrangements, and by making sure that major retailers don't push extra costs and risks onto suppliers.

The Code of Conduct is part of the wider reforms to improve competition in the grocery sector. Other measures include

- the banning of restrictive land covenants that locked new entrants out of the best locations for new supermarkets
- the introduction of unit pricing, so people know what they are paying for
- the establishment of a wholesale access regime, dispute resolution scheme and the appointment of Grocery Commissioner

The Code will come into effect on 28 September and will initially apply to the two main grocery retailers – Woolworths New Zealand (including the Countdown Brand) and Foodstuffs North Island and South Island (including Pak 'n Save, New World and Four Square).

Ministry of Business, Innovation & Employment [11 September 2023]

Couple and their companies sentenced on immigration fraud and migrant exploitation charges

53-year-old Vikram Madaan, his wife 53-year-old Susheel Madaan, and 3 Auckland-based companies registered to the family pleaded guilty to 11 charges in total.

Full reparation of over $91,000 has been repaid to the victims. 6 offences relate to providing false and misleading information to Immigration New Zealand (INZ) officers on work visa applications. 5 relate to exploitation of 3 Indian migrant workers they employed.

At the Manukau District Court yesterday, Judge Jelas gave the couple 3 years imprisonment each and a discount of 45% for their guilty pleas, for good character and showing ongoing support of family members and the community, for the reparation they paid and other matters. This means the end sentence would be 21 months' imprisonment or 10 and a half months each to be served in home detention. The couple will serve the home detention.

Stephanie Greathead, Immigration National Manager Investigations, says the defendants provided false and misleading information to INZ when submitting visa applications and paid their temporary workers below the minimum wage over extended periods. This is an action that deliberately undermines the integrity of the immigration system.

"This conviction should act as a strong warning to anyone considering employing migrants who are not entitled to work or exploit temporary or unlawful migrants. No form of exploitation is acceptable in New Zealand, and you will be held to account," Ms Greathead says.

INZ encourages anyone who thinks they, or someone else, is being exploited in the workplace to contact us. To report a case of migrant exploitation, contact the MBIE exploitation reporting line on 0800 200 088. To report an issue anonymously, call Crimestoppers on 0800 555 111.

Immigration New Zealand [13 September 2023]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Failure to advertise position caused employee disadvantage

Mr Mosese worked as a Locomotive Engineer for Auckland One Rail Limited (One Rail). An issue arose when Mr Mosese's colleague, Mr Havill-Austin, also a Locomotive Engineer, was appointed to a more senior position of Driver Manager. Mr Mosese informed Mr Hughes, a fellow union member of the Rail and Maritime Transport Union (the Union), about One Rail's decision to promote Mr Havill-Austin. The Union asked One Rail to rescind Mr Havill-Austin's appointment and allow the position to be advertised for "all those interested in the opportunity to apply", an opportunity Mr Mosese was practically denied. Mediation between One Rail and the Union did not resolve the issue. A few months later, the Union, on Mr Mosese's behalf, raised a personal grievance claim at the Employment Relations Authority (the Authority).

The Authority had to decide whether, because of the employment relationship, Mr Mosese had an expectation to be considered for the role if the opportunity to apply had been made available. In other words, the issue was whether One Rail had followed its own policy regarding the appointment of a new Driver Manager. The Authority first noted that the obligations arising from an employment arrangement may not be wholly contained in the written terms of the employment agreement. An employee could suffer a disadvantage if the employer failed to abide by their other obligations. As a matter of good faith, the Authority decided that One Rail was obliged to abide by the policies that employees were led to believe that they would follow.

One Rail's policy provided that: "all positions into which employees may be recruited will generally be advertised" and "when recruitment is underway, candidates are to be kept informed and up to date throughout the process." One Rail argued that they were not obliged to advertise the position because two different clauses operated to exclude them of their obligations. However, Mr Mosese argued that neither exception clause applied. The first exception clause provided that a role did not need to be advertised if the person appointed was a suitable candidate from a shortlist for a different but similar role.

However, the person could not be appointed if more than three months passed from the date the initial role was filled. The Authority decided the clause did not apply because more than three months had passed between Mr Havill-Austin taking the position and the initial role being filled. The second exception clause provided that an appointment may be made for an already existing employee who was identified following a "thorough succession planning process."

The Authority assessed One Rail's behaviour with the information it had available and decided that it had not developed a "thorough succession planning process", and even if they had, no process was followed during Mr Havill-Austin's appointment. One Rail attempted to rely on the defence of necessity by arguing that the decision to appoint Mr Havill-Austin was urgent as the previous Driver Manager had left unexpectedly. The Authority held that even if that was the case, One Rail likely contributed to the urgency by not reasonably planning for it. Regardless, it was still no justification to override the company policies.

The Authority ultimately decided that since One Rail failed to advertise the position, Mr Mosese lost an opportunity for advancement which could not be retrieved. He had been permanently disadvantaged. The Authority noted that it did not matter whether or not Mr Mosese would have been appointed on his own merit. It mattered only that he was denied the opportunity to apply. The Authority went on to decide that it would be an injustice to remove Mr Havill-Austin from his position at this point as there was no question that he was appointed on his own merit. The Authority also found that the employer had breached their collective agreement with the union in which they had committed themselves to provide "fair and equitable opportunities to all." The Authority awarded Mr Mosese compensation for both humiliation, loss of dignity and injury to the feelings of the employee, as well as for losing a benefit, an amount totalling $9,000. Mr Moses was entitled to legal costs.

Mosese v Auckland One Rail Limited [[2023] NZERA 337; 16/02/2023; A Dumbleton]

Successful unjustified dismissal and penalty for failing to keep employee records

On 26 April 2022, Mr Akeimo began working for LRS Construction Limited (LRS) as a Foreman. LRS arranged the building contracts while Mr Akeimo and his team would arrive to complete the work. Usually, Mr Akeimo would provide a list of materials for LRS to purchase. If LRS did not have time to do so, Mr Akeimo would buy the materials himself with the expectation of being reimbursed. This caused confusion around what Mr Akeimo was owed. He was not given an employment agreement until two weeks after starting his job which was not signed or return to LRS. On 13 May 2022, Mr Akeimo engaged in a text message exchange whereby LRS said "It's not working out for me." In response, Mr Akeimo assumed he was being dismissed. He told LRS that he expected his final pay and that he would see them in court. A month later, Mr Akeimo raised a personal grievance which was opposed by LRS.

In law, a dismissal must be justified on both substantive and procedural grounds. Substantive grounds refer to the justifiability of the decision itself. Procedural grounds refer to how the employer went about ensuring the way that decision was reached involved a fair process. The Employment Relations Authority (the Authority) first looked at any performance issues LRS had with Mr Akeimo. It found that even if issues existed, the employer took no steps to address them. In fact, up until he received the text messages, Mr Akeimo had largely received positive feedback from LRS. The Authority found that it was LRS who had instigated the end of the employment relationship, Mr Akeimo was seemingly faultless. Therefore, it decided that there were no substantive grounds for his dismissal.

The Authority went on to affirm the minimum actions an employer must take to have a fair process. This involved the employer undertaking a sufficient investigation, the employer's concerns being raised with the employee, the employee being given a reasonable opportunity to respond to the employer's concerns, and the employer genuinely considering the employee's explanation. At all times, the parties must act in good faith towards one another. Good faith requires an employer to provide all relevant information regarding their decision to the employee. In this case, LRS did not follow any process at all. Thus, the Authority decided that there were no procedural grounds for dismissal, and ultimately decided that Mr Akeimo was unjustifiably dismissed.

During his three-week period of employment, Mr Akeimo received one direct payment, and said "the rest was cash." Considering the complete lack of evidence concerning what Mr Akeimo was owed, the Authority could not find he was entitled to any wages owing. However, it decided he was entitled to accrued annual holidays for the period he worked. Mr Akeimo found a new job two weeks after being dismissed and so the Authority awarded him two weeks of lost wages that amounted to $3,600.

The Authority also awarded Mr Akeimo compensation for humiliation, loss of dignity, and injury to feelings amounting to $6,000. Considering there was no blameworthiness attributable to Mr Akeimo's conduct contributing to his dismissal, the Authority did not reduce the compensation awarded. Mr Akeimo argued that LRS should suffer a further penalty for failing to provide him with an employment agreement. However, as the Authority noted, they had provided him with an agreement, it was Mr Akeimo who had failed to sign it and send it back. For that, there was no penalty imposed on LRS.

Since compensation for dismissal was already granted, the Authority decided no further penalty could be imposed for LRS's breach of good faith. It noted that an employer is no longer bound to act in good faith once an employment arrangement ends. Following case law, the Authority went on to assess whether LRS should be penalised for breaching the Employment Relations Act 2000 by failing to provide Mr Akeimo with a record of his wages and hours worked. The amount awarded had to be proportional to the severity of the breach. It decided an appropriate remedy would be $1,500. Due to LRS being a small business that lacked the HR assistance of larger organisations, the Authority granted a 10% discount for the breach. LRS was ordered to pay Mr Akeimo $2,250 towards his legal costs and $71.56 for the filing fee.

Akeimo v LRS Construction Limited [[2023] NZERA 322; 16/06/2023; E Robinson]

Labourer found to have been unjustifiably constructively dismissed

Mr Morrell was employed by Elite Coatings (2017) Limited (Elite Coatings) as a labourer between 1 March and 9 April 2022. Prior to commencing this work, he was subjected to a community-based sentence and needed approval from the Department of Corrections (Corrections) to leave his residence. On 14 February 2022, Mr Morrell produced a document from Corrections. It was headed 'Employment Agreement – Home Detention/Residential Restriction'. It provided that Elite Coatings agreed to employ Mr Morrell, who was subject to home detention, at Elite Coatings. There were certain requirements in the document that the employer had to agree to. Mr Morrell also had to agree to certain terms and requirements. The document was not signed by Mr Morrell or Mr Jeffery, the sole director of Elite Coatings. Additionally, Corrections provided documents and emails that authorised Mr Morrell to be absent from his residence for the purposes of engaging in employment.

Over the weekend of 9 and 10 April 2022, Mr Morrell raised concerns with Mr Jeffery about unpaid wages. Mr Morrell was left with the impression that he may not receive the wages he was entitled to. The matter escalated and Mr Morrell decided not to return to work. He raised a claim of unjustified disadvantage and constructive dismissal. Elite Coatings countered that Mr Morrell was not an employee. The matter was not resolved at mediation and a ruling was sought from the Employment Relations Authority (the Authority).

Mr Morrell advanced further claims to the Authority seeking consideration of penalties for failure to provide an employment agreement and failure to provide wage and time details. The Authority declined to hear these claims as they had not been raised in the statement of problem and Elite Coatings had not been given an opportunity to respond. The Authority identified two new claims that were not in the statement of problem. One was a claim for holiday pay and the other for interest on monies found owing. It was considered appropriate to deal with these matters.

The Authority did not hear from Elite Coatings but concluded it more likely than not from the documents provided by Corrections that the intention of the parties was to enter into an employment agreement. The evidence did not support there was an ability for Mr Morrell to make a profit from the job and he did not bear any risk of loss. There was no evidence that he supplied any tools, but he was picked up and dropped off. Objectively assessed, he was integrated into Elite Coatings' business. After consideration of the evidence, the Authority concluded that the real nature of the relationship Mr Morrell had with Elite Coatings was one of employment, and not that of an independent contractor.

The Authority observed that Mr Morrell would not agree to any further delay in payment of full wages without a reasonable basis to conclude payment would be forthcoming. Mr Jeffery's responses did not provide that reassurance. In response to being asked for payment, Mr Jeffery raised other issues that agitated Mr Morrell including that payments to others would come first and that part of what was owed would be paid to a third party. Mr Morrell saw the raising of those other issues, though not unreasonable, was an attempt to avoid the issue of payment. Communications between Mr Morrell and Mr Jeffery were such that it would have been reasonably foreseeable to Mr Jeffery that Mr Morrell would not be prepared to continue to work in circumstances where he was not paid properly for work he undertook. The Authority upheld Mr Morrell's claim that he was unjustifiably constructively dismissed. This ruling absorbed the claim for unjustified disadvantage.

Elite Coatings was ordered to pay Mr Morrell the sum of $5,712 gross for reimbursement of lost wages under the Employment Relations Act 2000 and compensation of $8000 without deduction. The Authority further ordered that Elite Coatings pay to Mr Morrell the sum of $1178 net for unpaid wage arrears and account for the tax on the net amount to the Inland Revenue Department.

The Authority indicated that holiday pay was owed to Mr Morrell in the sum of $267.60 and that it could award interest on the unpaid wages amount and any holiday pay found to be owing. As these matters were only raised at the investigation meeting, Elite Coatings had 10 working days from the date of the determination to respond. Costs were reserved.

Morrell v Elite Coatings (2017) Limited [[2023] NZERA 313; 14/05/2023; H Doyle]

Employee refused to undergo a random drug test

Ms Baker worked for Eastpack Limited (Eastpack) as an assistant cool store manager. Her employment agreement provided for her to undergo random drug tests on a 'reasonable basis'. Eastpack's drug and alcohol management policy (the Policy) recorded that the refusal, delay and positive result of a random drug test would be treated as serious misconduct. Ms Baker was dismissed for failing to undergo a drug test. She then claimed she was unjustifiably dismissed to the Employment Relations Authority (the Authority).

On 9 August 2021, a drug van from The Drug Detection Agency (TDDA) arrived on site. An hour and half after its arrival, Ms Baker was instructed by her manager to do a random drug test. Ms Baker left the site and logged into the security camera feed using her managerial access to view the TDDA's van. When her manager asked her when she would be returning to the site for the drug test, she said that she would not be coming as she was having breakfast and was feeling harassed. She returned shortly after the TDDA van left but before one hour of receiving the instruction to do the drug test. It was common practice in Eastpack that staff made themselves available to take a random drug test rather than having the drug van wait for the staff.

The Policy stated that employees would be given one hour after notification to complete their random drug test. Despite TDDA being on site for nearly two hours, Eastpack only informed Ms Baker one and half hours after it arrived and then did not provide Ms Baker one hour to complete her drug test. This was in breach of the Policy.

On 10 August 2021, Ms Baker's manager requested her to come to work and she agreed. TDDA arrived on site at 12:30pm for reasons unrelated to Ms Baker. Ms Baker was then requested to complete her random drug test. Ms Baker refused on the grounds that she should not have been at work that day and so she believed she could not be selected to undergo a random drug test that day. However, on 9 August 2021, she agreed with her manager that she would undergo the random drug test next time TDDA was on site and was provided with a letter reminding her of her obligations to undergo drug testing and that refusing or avoiding the test could amount to serious misconduct. However, Ms Baker suggested that this was not then a "random" test, and she had been confused and upset by her manager asking her to undergo a "random" test, which this was not.

Eastpack then commenced a disciplinary process, on the grounds that she had avoided taking a drug test on 9 August 2021, and had refused to take a drug test on 10 August 2021. Ms Baker refuted these allegations, saying that she had not been given sufficient time to return to work on the first day, and that on the following day, she could not have been selected for a random test, as she was not supposed to be at work that day. Whether she was supposed to be at work that day was uncontested, but evidence was provided that she agreed to come to work as her manager thought they were understaffed.

On 23 August 2021, Ms Baker took a drug test and the results were negative. She pointed to this in support of her position, despite the intervening time obviously having the potential to influence the results. She acknowledged, both during the disciplinary process and at the investigation meeting, that she should have stayed and taken the drug test on 10 August 2021. On 30 August 2021, Ms Baker was dismissed for serious misconduct.

The Authority found that Eastpack's actions and how it acted were what a fair and reasonable employer could have taken in all the circumstances. A fair and proper disciplinary process was followed and she had opportunities to respond during and before the dismissal. The Authority found that Ms Baker's refusal to undergo the replacement drug test when she initially agreed to was a breach of her employment obligations. It noted that Eastpack breached its own policy by not instructing the van to wait an hour for Ms Baker to do her drug test. Eastpack could not hold Ms Baker responsible for a breach of the Policy which it did not allow her to fulfil. Thus, the events of 9 August 2021 were not sufficient to justify the dismissal. However, Eastpack offered Ms Baker to take the test at another time and they both agreed that she would take the test next time the opportunity became available to her. When she refused to do the drug test on 10 August 2021, she chose not to abide by her agreement, had no good reason to refuse and on that basis, the Authority found that was a breach of her obligations.

In other matters, Ms Baker was unable to argue that she was suspended without consultation as she raised the issue outside of the 90-day time frame. She also tried to argue that Mr Shephard, the person who conducted the disciplinary process and dismissed her, was not the ultimate decision maker as his boss could have "over-ridden" him. The Authority stated that there was nothing improper about it as Mr Shephard took advice from his boss, but he took ownership for the decision. No orders for remedies were made and costs were reserved.

Baker v Eastpack Limited [[2023] NZERA 316; 16/06/2023; C English]

Employer unfairly disadvantaged employee by obstructing ACC access and unfairly dismissed

On 31 August 2020, A Ifraz Investments Limited (AIIL) employed Mr Jamal as a diesel mechanic. In the wake of an accident, Mr Ifraz, AIIL's director, misrepresented Mr Jamal's employment status and performance of work to a private accident and emergency centre and ACC. While Mr Jamal was incapacitated, Mr Ifraz messaged Mr Jamal to "please move on" which amounted to a "sending away". Mr Jamal laid a personal grievance for unjustified disadvantage and unjustified dismissal.

Mr Ifraz's employment agreement said Mr Jamal would work at $30 per hour for 40 hours per week. Mr Jamal required a visa variation and did not tell Mr Ifraz until after accepting employment. The parties had conflicting views of Mr Jamal's actual hours and Mr Ifraz's payment. Mr Jamal said he worked 10 hours almost every day but refused to keep records despite Mr Ifraz following up the matter. Mr Ifraz recorded that Mr Jamal worked mostly three to four days a week. Mr Ifraz gave Mr Jamal cash on top of bank transfers. Mr Jamal claimed these corrected unpaid wages, while Mr Ifraz said they were gifts or loans to help Mr Jamal's financial stress.

On 14 October 2020, Mr Jamal fell off a retaining wall. He described that he reluctantly took on a tree felling duty after pressure from Mr Ifraz, who directed the digger to pull the tree while Mr Jamal chainsawed it. The digger knocked him out causing him to wake up with searing pain in his hip and back, and he bled from his hip and thigh. In contrast, Mr Ifraz recounted that Mr Jama voluntarily mowed Mr Ifraz's lawns out of an existing friendship and he only had a sore leg from the fall. Mr Ifraz drove Mr Jamal to an accident and emergency centre where, according to Mr Jamal, Mr Ifraz told centre staff that the accident did not occur at work. Mr Ifraz denied entering the centre and talking to anyone.

Mr Jamal stopped working as a medical certificate confirmed he suffered an "open wound hip and thigh", ankle sprain and lumbar sprain. On 6 November 2020, Mr Jamal asked Mr Ifraz for a non-work related $500, which he declined. On 11 November, Mr Ifraz followed up with the text, "No intention in making enemies think ethically and I can't and will not get involved anymore and please move on without any bitter feelings and issues." Mr Jamal asked, "So literally you are saying that I dnt have a job in ur company once I get better??" Mr Ifraz did not answer.

On 30 November 2020, ACC rejected Mr Jamal's work-related compensation claim because Mr Ifraz told them he had not employed him. Mr Ifraz refused to provide information that could progress the compensation. ACC eventually accepted the work-related personal injury and backdated payments to the beginning of Mr Jamal's incapacity.

The Authority found that even if Mr Jamal's visa issues confused his right to work, he was an employee with rights to a fair process. It found Mr Ifraz likely misled the accident and emergency centre the same way he misled ACC. Mr Ifraz caused Mr Jamal unjustified disadvantage through these misrepresentations and subsequently impacted his rights. It also found Mr Ifraz delivered a "sending away" with the words "please move on", which did not fulfil Mr Jamal's procedural rights in dismissal, making it unjustified.

Mr Jamal sought lost wages, dating from Mr Ifraz's text until he was fully rehabilitated. However, in this time he received ACC compensation. Mr Ifraz would not have paid him wages and did not provide in its employment agreement to pay a top-up of the compensation. Therefore, it did not owe lost wages. The Authority also assessed wage arrears. In the disputed facts and lack of evidence, it worked off the agreement's guaranteed hours from its written start date until Mr Jamal's date of incapacity and counted Mr Ifraz's cash payments as wages. This resulted in an order to pay a shortfall of $1,991.28 plus $582.20 holiday pay.

Mr Ifraz's denial of the work-related injury caused Mr Jamal distress and anxiety from financial insecurity, worsened by the termination. He had to leave his flat and enter emergency housing, seeking assistance from WINZ and the Salvation Army. For the distress of Mr Ifraz's disadvantage and dismissal, the Authority initially awarded $16,000. It reduced this due to Mr Jamal's contributory conduct of starting work without informing Mr Ifraz of the requirement of visa variation; his refusal to keep his hours at Mr Ifraz's instruction; and overall fractious communication. This reduced the compensation to $12,000.

Finally, Mr Jamal sought penalties for Mr Ifraz's employment standard breaches. The Authority set $1,000 per breach for a total of $3,000. Mr Jamal sought for part of this to be paid to him, but the Authority felt it addressed the wrongdoing through its other orders so the $3,000 was ordered to be paid to the Authority. Costs were reserved.

Jamal v A Ifraz Investments Limited [[2023] NZERA 317; 19/06/2023; R Arthur]

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

Good Faith Guide
Individual Employment Agreement Guide
Employment Relations Consultants
Health & Safety Training

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 fifteen Bills open for public submissions to select committee.

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)

Family Proceedings (Dissolution For Family Violence) Amendment Bill (20 October 2023)

Electoral (Lowering Voting Age For Local Elections And Polls) Legislation Bill (20 October 2023)

Victims Of Sexual Violence (Strengthening Legal Protections) Legislation Bill (20 October 2023)

Victims Of Family Violence (Strengthening Legal Protections) Legislation Bill (20 October 2023)

Ram Raid Offending And Related Measures Amendment Bill (20 October 2023)

Employment Relations (Protection For Kiwisaver Members) Amendment Bill (30 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)

Hauraki Gulf / Tīkapa Moana Marine Protection Bill (1 November)

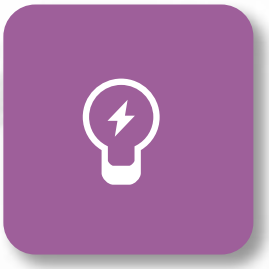
Fair Digital News Bargaining Bill (1 November)

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
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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.