BusinessCentral

EMPLOYER BULLETIN

25 September 2023
A Weekly News Digest for Employers

EMPLOYER NEWS

Strong export boost as NZ economy turns corner

An export boost is supporting New Zealand's economy to grow, adding to signs that the economy has turned a corner and is on a stronger footing as we rebuild from Cyclone Gabrielle and lock in the benefits of multiple new trade deals, Finance Minister Grant Robertson says.

"The economy is continuing to show its durability in an uncertain global environment, with the current account deficit narrowing further thanks to stronger exports of kiwifruit and dairy products and the return of overseas visitors adding to export receipts," Grant Robertson said.

The current account deficit, which is a broad measure of what the country earns and spends internationally, narrowed to 7.5 percent of GDP in the June year compared with 8.2 percent of GDP in March.

"This is a positive result and is better than the 8.1 percent of GDP that Treasury had forecast in the Pre-election Fiscal and Economic Update," Grant Robertson said.

New Zealand Government [20 September 2023]

Updates to List of Qualifications Exempt from Assessment ahead of Skilled Migrant Category opening

Ahead of the Skilled Migrant Category Resident Visa opening on 9 October 2023, the Government recently agreed to update the List of Qualifications Exempt from Assessment (LQEA). This is to ensure it continues to provide a streamlined pathway for those applicants who hold overseas qualifications and is fit for purpose for use with the new Skilled Migrant Category Resident Visa criteria.

The LQEA is a publicly available list which sets out the comparable New Zealand Qualifications and Credentials Framework (NZQCF) level for specified overseas qualifications. Note that within immigration instructions the NZQCF is referred to as the New Zealand Qualifications Framework or NZQF.

Immigration New Zealand [19 September 2023]

Further business support for cyclone-affected regions

The Government is helping businesses recover from Cyclone Gabrielle and attract more people back into their regions.

"Cyclone Gabrielle has caused considerable damage across North Island regions with impacts continuing to be felt by businesses and communities," Economic Development Minister Barbara Edmonds said.

"Building on our earlier business support, this $10 million package targets nine projects which will support economic recovery in Hawke's Bay, Tairāwhiti and Northland.

"It includes regional tourism recovery programmes, infrastructure resilience, and training and accommodation support to rebuild workforces.

New Zealand Government [20 September 2023]

GDP increases 0.9 percent in the June 2023 quarter

New Zealand's gross domestic product (GDP) rose 0.9 percent in the June 2023 quarter, following a flat March 2023 quarter, according to quarterly figures released by Stats NZ.

Transport equipment and machinery manufacturing drove higher activity in the manufacturing industry in the June 2023 quarter.

Manufacturing activity increased this quarter after five consecutive quarters of decline.

"Following the impacts of Cyclone Gabrielle, both education and transport, postal, and warehousing grew this quarter after a decline in the March quarter. Agriculture, forestry, and fishing, which was also impacted by extreme weather events, fell in both the March and June quarters," Attewell said.

The expenditure measure of GDP rose 1.3 percent in the June 2023 quarter.

Exports rose 5.0 percent, led by higher dairy, forestry, and meat exports.

Household spending grew 0.4 percent this quarter driven by increased spending on durables, including motor vehicles and audio-visual equipment.

Statistics New Zealand [21 September 2023]

Daylight saving

Daylight saving begin at 2am on Sunday 24 September 2023, clocks have moved forward one hour, across New Zealand (except for the Chatham Islands who don't observe daylight time).

If an employee is working a shift when daylight saving time starts, which means they work an hour less than they otherwise would have, they must not be disadvantaged. They should still be paid in accordance with their regular working hours for that shift.

EMPLOYMENT COURT: ONE CASE

Gloriavale occupants found to be employees

Gloriavale is a Christian community on the West Coast of the South Island. The Overseeing Shepherd is the principal leader. Ms Pilgrim, Ms Courage, Ms Standtrue, Ms Loyal, Ms Valor and Ms Virgina Courage (the Plaintiffs) were all born into Gloriavale.

During the plaintiffs' time at Gloriavale, the plaintiffs carried out work starting from a young age (around six), on what were called "duty days". Their involvement in work incrementally increased as they got older. At around 15 years of age, they left school and worked full time as a team member on their designated "Team". The work undertaken on the Teams was structured around four core work types, being cooking, cleaning, washing and food preparation. Each team member was rostered to a particular area and worked under the day-to-day supervision of a team leader. None of the Plaintiffs were given a choice to work on the Teams or not. The Plaintiffs were assigned to a particular Team without any real consultation, and generally became aware of which Team they had been assigned to when they left the Gloriavale school, and saw their name written on a roster on a community notice board in the main building.

During 2018, a typical week saw the female workforce in the kitchen producing more than 11,000 meals and the female workforce in the laundry washing at least 17,000 items. The evidence clearly established that the work required to produce these outcomes was unrelenting, grinding, hard, and physically and psychologically demanding.

All the Plaintiffs left the Community between 2017 and 2021. They raised concerns with the Labour Inspector about the working conditions at Gloriavale. Following site visits the Labour Inspector concluded that people who worked at Gloriavale were not employees and therefore, there was no jurisdiction to pursue a claim for minimum worker entitlements. The Plaintiffs sued the Labour Inspectorate for breach of statutory duty. A declaration of employment status was also sought. The Employment Court's (the Court) judgement dealt with the issue of employment status.

Section 6 of the Employment Relations Act 2000 (the Act) expressly excludes volunteers from being considered a worker. The Gloriavale leadership submitted that the Plaintiffs' work was conducted on a wholly voluntary basis and was an expression of religious commitment to live in a communal setting based on shared values, guided by the King James Version of the Bible. It was argued that they expected no reward and received no reward for their work.

The volunteer exclusion contains two requirements to be met for it to apply. First, the worker had to have no expectation of reward for work performed as a volunteer. Secondly, the worker had to receive no reward for work performed as a volunteer. When asked what they considered their employment status to be while at Gloriavale, many of the leaver interviewees described it as either employment or slavery. None of them thought their status was as a partner, self-employed contractor or volunteer due to the very low levels of personal control they had over their working lives.

A chef cooking dinner for their family in the family home, or a cleaner cleaning the bathroom of the apartment they live in with their family, would not be considered an employee when undertaking such work. The Court concluded that, when working on the Teams, the plaintiffs were not carrying out work for their individual families or some notional big family. As the Overseeing Shepherd readily accepted, the work undertaken by the women on the Teams would need to be paid for if it was undertaken outside of Gloriavale. Also relevant was the notion that if anyone left, or broke their Commitment to the Church, they would go to hell which was taught at Gloriavale at the time. Further, the Plaintiffs were born into Gloriavale and were taught from birth their place in the Community and the work they would be expected to do as they grew up.

It was clear that not every reward was intended by Parliament to suffice for the purposes of section 6. It was suggested that a distinction could usefully be drawn between a reward of value, amounting substantially to payment for work done, and trivial "rewards" merely to show appreciation (such as a bunch of flowers). The reward must be causally connected to the work done. The evidence satisfied the Court that the Plaintiffs expected to be rewarded for their work while working on the Teams. In exchange for their work, they expected to be permitted to remain in the community and continue to lead a life they were familiar with; that they would receive food, shelter, clothing, religious support and guidance; and the promise of spiritual redemption. The Plaintiffs were not volunteers and were therefore not excluded from the section 6 "employee" gateway on that basis. It became apparent, that the concern about a finding of employment status was less about incompatibility with religious belief, and more about financial capacity to pay for the work the women did on the Teams. The Court expressed that capacity to pay is not one of the factors Parliament deemed relevant to assessing whether a worker is in an employment relationship.

The Court found each of the plaintiffs was an employee while working on the Teams and made a declaration accordingly. The plaintiffs were entitled to costs, the quantum of which was reserved.

Pilgrim Ors v Attorney General Ors [[2023] NZEmpC 105; 13/07/23; C Inglis CJ]

EMPLOYMENT RELATIONS AUTHORITY: FOUR CASES

Unjustifiably dismissed during a trial period

In 2021, Ms Catanach-Hessell was employed by The Butchers Mistress 2021 Limited (TBM). She was performing poorly at work and was dismissed during her trial period. She claimed she was unjustifiably dismissed as it was an invalid trial period provision. It is worth noting that if the trial provision was valid, then Ms Catanach-Hessell's claim would have failed as she was unable to bring a personal grievance or legal proceedings in respect of the dismissal.

On assessment of the validity of the trial provision, the Employment Relations Authority (the Authority) looked at the interview and the trial provision in the agreement. On 24 August 2021, Mr Blease and Ms Leggett, employees at TBM, interviewed Ms Catanach-Hessell for a role with TBM. Mr Blease and Ms Leggett said they discussed the trial provision with Ms Catanach-Hessell in terms of advising her that there would be a trial period because of TBM's circumstances and since she was a new, inexperienced employee. In contrast Ms Catanach-Hessell and Ms Atkinson-Catanach, Ms Catanach-Hessel's mother, said the opposite was discussed. They stated that Mr Blease and Ms Leggett did discuss a trial provision with her in her interview, but they told her there would not be one.

Mr Blease drafted the employment agreement using an online agreement builder which had the option for him to select to include a trial provision in the agreement. He said he had to put in the duration of the trial period (90 days) and a notice period (2 weeks). On 25 August 2021, he delivered a hard copy of the agreement to Ms Catanach-Hessell and emailed a soft copy after the interview. The trial provision stated that it would start from the first day of work and that either the employer or employee may end the agreement by giving two weeks' notice before the trial period ended. However, the problem with the trial provision was that it failed to specify the number of days that the trial period would last. This made it invalid.

TBM contested that when Mr Blease completed the employment agreement using an online agreement builder, the first sentence stated that the trial period would be 90 days. When Ms Catanach-Hessell signed and returned the employment agreement, TBM did not check it. TBM argued that Ms Catanach-Hessell must have removed the reference to the 90 days in the trial provision before signing it. Ms Catanach-Hessell said that there was no time frame in the agreement she received so she assumed this meant that there was no trial period.

The Authority noted that if TBM did not in fact want a trial provision, it would be more logical to not put in the clause at all. It made no sense to include a trial provision but not put in a timeframe. The evidence was consistent with TBM's argument and overall made more sense. Thus, the Authority was satisfied that both parties intended there to be a trial provision.

However, the Employment Relations Act 2000 (the Act) stated that a valid trial provision must be "for a specified period (not exceeding 90 days), starting at the beginning of the employee's employment". The 90 days could not be assumed or accepted as a default period and the trial provision needed to record the duration of how long the parties agreed the trial period would be. A failure to record a time period meant the trial provision in Ms Catanach-Hessell's employment agreement did not conform with the Act and was therefore invalid. TBM could not rely on the trial provision to justify the termination of Ms Catanach-Hessell's employment.

It was found that the reason for Ms Catanach-Hessell's dismissal was due to performance issues. The Authority noted that TBM should have conducted a performance process to implement a plan to assist Ms Catanach-Hessell improve her performance. It was only after a plan has been put in place and attempts made to improve performance that an employer could consider dismissal and only if performance did not improve. Because there was no performance process, there was no basis for TBM to assert there were justifiable conclusions that it reached about Ms Catanach-Hessell's performance at work and therefore there was no basis for it to be able to substantively justify dismissal.

For a successful unjustified dismissal claim, the Authority ordered $12,000.00 out of the $20,000.00 sought for compensation for hurt, humiliation, loss of dignity and injury to feeling. Ms Catanach-Hessell provided evidence that she became withdrawn and suffered from shame. $7,127.81 was ordered for lost reimbursement because of the grievance while no reductions were made as she did not contribute to the grievance. Costs were reserved.

Catanach-Hessell v The Butchers Mistress 2021 Limited [[2023] NZERA 342; 29/06/23; P Keulen]

Application to reopen investigation declined

Mr Boyd applied to reopen the substantive investigation of the Employment Relations Authority (the Authority). In the substantive determination it was found that OJI was unjustifiably constructively dismissed due to Mr Boyd's "unfair and unreasonable sexual harassment." OJI was awarded reimbursement of lost wages of $9,476, together with compensation of $35,000. Mr Boyd argued that the things he was accused of were "false" and that sexual harassment of any kind never happened. He said that OJI "lied" about matters during her employment including that sexual harassment took place. He further claimed that OJI left because of conflict with other staff and not because of any actions or behaviour on his part. He set out names of witnesses who would give evidence if the investigation was reopened. OJI applied to strike out the application for reopening on the basis that it is frivolous or vexatious.

The Authority had two applications before it. One was an application for the investigation to be reopened and the other for the application to be struck out under the Employment Relations Act 2000 (the Act). The Authority could exercise its discretion to reopen a case on a principled basis. The main concern in the exercise of the discretion is to avoid a miscarriage of justice. Public interest needed to be considered as does considering whether there was new evidence.

Mr Boyd's statements that OJI lied and that what he had been accused of was false, was consistent with the substantive determination. The Authority did not conclude new evidence in this respect. Mr Boyd said in his application that it was another person who made a comment that he would "love to see you in a little pair of shorts" to OJI. This was recorded in the substantive determination but not accepted. It was not new evidence.

Mr Boyd referred to seven people in his application who he said would give evidence. One of the people referred to was Warren. Warren suggested in his statement that OJI left because of staff conflict. This information was already provided previously. It was found in the substantive determination that although OJI accepted she had some conflict with some members of staff,it was stressed that was not why she had left. It was concluded any such conflict was immaterial and that the reasons for resignation was sexual harassment by Mr Boyd. The Authority was not satisfied that Warren's evidence was new.

The reopening application also referred to Murray as a new witness. Murray provided a statement to the Authority for the substantive investigation in which he made some comment about the state of the rooms OJI stayed in. The Authority was not satisfied that his evidence was new.

In his application, Mr Boyd made statements about a secretive relationship he believed OJI was involved in whilst staying in accommodation at Donegal House. The application for reopening suggested that OJI was not truthful about any relationship and that impacted her credibility. The Authority did not consider it would likely have had an important influence on the result of the case and findings of credibility. The Authority did not conclude there was a risk of a miscarriage of justice of any significance about this matter. There was no counterclaim for damages by Mr Boyd at the time of the substantive investigation. A reopening was not an opportunity to advance a new claim.

Mr Boyd was dissatisfied with conclusions that were reached in the determination. He did not take the step of challenging these matters to the Employment Court. Instead of a challenge, Mr Boyd tried to achieve the same result through reopening. The Authority did not conclude there was new evidence relied on in the reopening application and concluded that such evidence could have been reasonably obtained for use at the Authority investigation. It concluded that the matters raised by Mr Boyd did not rise to an actual or substantial risk of a miscarriage of justice.

There is a public interest in ensuring the finality of litigation that needs to be weighed in the overall interest of justice. OJI was entitled to certainty and to the benefits of her successful claim. The reopening application was not granted. Costs were reserved.

Boyd v OJI [[2023] NZERA 332; 23/06/23; H Doyle]

Employee wins personal grievance against abusive employer

Ms Atkins was employed by Alpine 182 Degrees trading as Springfield Hotel (Alpine) until 19 November 2021 when she was dismissed. Ms Atkins claimed Alpine's actions in dismissing her were both procedurally and substantively unjustified as no reasons were given for her dismissal and there was little, or no process followed. Mr Wallace was the sole director and shareholder of Alpine and also her mentor who she said was verbally abusive towards her. She made three wage claims on the basis that she was not paid for all her guaranteed hours, was paid less than the minimum wage for two months and did not receive all holiday pay owed to her when her employment ended. She also sought lost wages and compensation. The Employment Relations Authority (the Authority) investigated the claim.

Ms Atkins said during her employment, her requests for assistance from Mr Wallace would often result in him yelling at her. At times he would also not provide any assistance, refused to guide her when she requested help and left her alone in the kitchen. This caused very slow progression in her apprenticeship. She described being blamed for things such as the kitchen being left unclean. She gave evidence of Mr Wallace's outbursts towards her and other employees for the duration of her employment and that this escalated in the last six months of her employment. He would also often slam doors, throw things in the kitchen, swear and use degrading terms such as "dick", "stupid", and "self-entitled".

At some point Ms Atkins was so affected by what was happening at work, she started going to a colleague's house before work so they could go into work together, as support for each other. Witnesses gave evidence in support of Ms Atkins' descriptions of Mr Wallace and her experience at the Alpine. Mr Carter and Ms Tahuhu, employees at Alphine, gave evidence they saw Mr Wallace yell at Ms Atkins in the workplace to the point of reducing her to tears. Ms Learned, a kitchen hand, gave evidence she witnessed Mr Wallace shouting at Ms Atkins on at least four occasions that included "very bad language" and shouting so loud the customers in the bar could hear.

In November 2021, Mr Wallace sent a text to Ms Atkins asking her to come back to work to meet with him and she took Ms Tahuhu with her as a support person. Ms Atkins was not advised of the right to representation and nor was she advised there were concerns or of any specific matters causing concern before the meeting. Ms Atkins' recollection of that meeting was of Mr Wallace rambling about an allegation she was spreading rumours about him. Without consultation, he suspended her for three days. They had a meeting upon her arrival where Mr Wallace kept speaking on top of Ms Atkins and did not allow her a chance to deny the allegations. He said that a friend of his had food poisoning from eating food she had cooked, and, on that basis, he dismissed her for gross misconduct.

Ms Atkin's representative obtained her employment file which showed that Alpine followed a fair process and raised specific issues to her. This was incorrect as she was not made aware of any customer complaints other than the one unspecified food poisoning allegation that related to Mr Wallace's friend. The Authority also did not accept the file as evidence as no one was there representing Alpine or was able to verify the document.

Looking at all the evidence provided, the Authority found that Alpine did not act as a fair and reasonable employer when making the decision to dismiss Ms Atkins. Without specific concerns being raised, Alpine could not reasonably have concluded Ms Atkins had committed any misconduct. Ms Atkins was unjustifiably dismissed as summary dismissal could not be justified in these circumstances by Alpine.

The Authority accepted Ms Atkins' evidence about Mr Wallace's conduct towards her intensifying over the last six months of her employment and the fact it appeared to be a continuing course of conduct right up until her dismissal. It was satisfied that there was verbal abuse directed at Ms Atkins within 90 days of her raising her personal grievance with Alpine. His conduct was a breach of Alpine's implied obligation to provide a safe workplace and caused Ms Atkins to be disadvantaged in her employment.

Ms Atkins claimed she was underpaid as her employment agreement guaranteed at least 30 hours work each week. Between 9 January 2020 and 7 December 2021, Ms Atkins claimed there was a shortfall from the weeks when she was paid for less than 30 hours. Based on the payroll history document, the Authority calculated Ms Atkins was owed 140.85 hours in wage arrears in respect of periods she was paid for less than 30 hours per week which amounted to $2,817.00 in wage arrears.

Ms Atkins said she was owed 16 days accrued annual leave, but she only received payment for 25 hours in her final pay. The Authority found that she used 25 days leave over the second year, 5 days more than her annual entitlement and only worked 10 months in the second year so 16 days was reduced to seven days. The Alphine was ordered to pay $1,120.00 in holiday pay arrears.

Remedies for lost wages of $1,280.00 was ordered which amounted to eight days ordinary time as she found new employment within eight days. $25,000.00 was ordered for humiliation, loss of dignity and injury to feelings as her self-confidence was affected and she had prescribed medication for anxiety stemming from work related stress. No reduction in compensation was ordered as she did not contribute to the person grievance. Costs were reserved.

Atkins v Alpine 182 Degrees Limited [[2023] NZERA 334; 23/06/23; S Kennedy-Martin

Invalid trial period and unjustified dismissal claim successful

Jennifer Rickards was a waitress at the Five Stags Bar and Restaurant Pirongia (Five Stages) before she was suddenly dismissed. Five Stags said they relied on a trial period. However, Ms Rickards successfully established that the trial period was invalid, and that her dismissal was unjustified. The Employment Relations Authority (the Authority) awarded her a total of $21,017.67.

Ms Rickards was employed for around ten weeks. During that time, minor issues arose between the parties. First, Ms Rickards took $15 from the staff tip jar for petrol, which she later paid back. Second, Five Stags discovered that the till was not balancing at the end of the night. Because Ms Rickards usually finished last, she was initially to blame. It turned out another employee left at a similar time, and the problem stopped after they left the business. Third, there were unproven rumours that Ms Rickards used drugs at work.

On 11 May 2022, Ms Rickards received an online group chat message from the employer stating "Jen, please leave Five Stags. We don't need you to work here. Thanks." Ms Rickards did not return, and when she asked to have her annual holidays paid out, the employer threatened to call the police if she ever returned to the premises. It should be noted that Five Stag's vitriol towards Ms Rickards was inexplicable. Perhaps they had developed a strong dislike based on nothing but conjecture. In any case, the Authority assessed the situation with the information available.

The agreement included a 90-day trial period. Such clauses are meant to prohibit employees from later claiming unjustified dismissal if they are dismissed within the 90-day period, as was the case for Ms Rickards. However, she argued her trial period was rendered invalid, and the Authority agreed. It first looked to the date when Ms Rickards began working. The employer decided it would be useful for her to spend the day before her official start date at the restaurant. There she would have an interview and get a sense of how the business operated. However, Five Stag's was short staffed that day, and with Ms Rickards being an experienced hospitality worker, she stepped in and worked the entire shift. It was not until the next day, which was her official start date, that she was given an employment agreement. In law, an employer cannot implement a trial period for employees who have previously worked at their business. The Authority held that because Ms Rickards worked a full day before accepting the terms of the employment agreement, the trial period clause was rendered invalid.

The Authority went on to assess whether Five Stags acted in a fair and reasonable manner in all the circumstances when it came to dismissing Ms Rickards. First, no investigation took place concerning any of the issues the employer had. Ms Rickards was not made aware of any issues at all until after her dismissal. Second, she was dismissed without warning. No disciplinary procedure was followed, even though one was set out in the agreement. The Authority decided Ms Rickards was unjustifiably dismissed.

Regarding Ms Rickards's claim for lost wages, the Authority found she had made attempts to mitigate the loss by attempting to find other work. She said her search was made difficult because she had been "bad mouthed around town" by Five Stags. The Authority calculated her average number of hours worked per week and multiplied it by her pay rate for the thirteen weeks she did not work after being dismissed. She was awarded lost remuneration amounting to $8,928.14.

The Authority found Ms Rickards's claim for $15,000 as compensation for humiliation, loss of dignity and injury to feelings to be reasonable. First, to be dismissed in a group chat where other employees could see it was humiliating. Second, Ms Rickards had recently purchased a house. Losing her job meant she could not make mortgage payments and was forced to return to renting which adversely affected her family. Third, she suffered a bout of severe depression that required medical assistance. The Authority decided to apply a 25% deduction to Ms Rickards's overall compensation to account for taking from the tip jar. The other issues were not supported by sufficient evidence and so were not considered. With costs included, Five Stags was made to pay Ms Rickards a total of $21,017.67. Five Stags was further ordered to pay Ms Rickards $3000 towards her costs and $71.56 for the Authority's filing fee.

Rickards v Night Pearl (2021) Limited t/a 5 Stags Pirongia [[2023] NZERA 321; 19/06/23; N Craig]

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 fourteen Bills open for public submissions to select committee.

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
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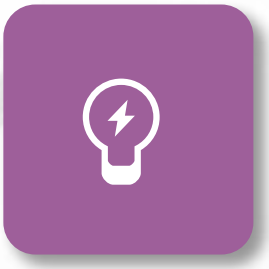

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AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

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

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

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.

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

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

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

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

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

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

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

EMPLOYMENT RELATIONS CONSULTANTS

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

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

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

LEGAL

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

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

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