BusinessCentral

EMPLOYER BULLETIN

16 October 2023
A Weekly News Digest for Employers

EMPLOYER NEWS

Net migration exceeds 100,000

New Zealand had a record net migration gain of 110,200 in the August 2023 year, according to provisional estimates released by Stats NZ.

Revised estimates show that annual net migration first exceeded 100,000 in the July 2023 year. Net migration is the difference between migrant arrivals and migrant departures.

"Annual migrant arrivals reached an all-time high of 225,400 in the August 2023 year. The 115,100 migrant departures were just below the annual record of 117,400 in the February 2012 year," population indicators manager Tehseen Islam said.

The net migration loss of 42,600 New Zealand citizens in the August 2023 year is approaching the record loss of 44,400 in the February 2012 year. In the March 2023 year, 53 percent of New Zealand citizen migrant departures were to Australia.

Changes in migration are typically due to a combination of factors. This includes relative economic and labour market conditions between New Zealand and the rest of the world, and immigration policy in New Zealand and other countries.

Statistics New Zealand [12 October 2023]

Fence post ski death due to poor risk assessment

In August 2023, Judge Geoff Rea found the operator NZSki Limited guilty of breaching its health and safety obligations, and the company was sentenced today in the Queenstown District Court.

WorkSafe's investigation uncovered a 2014 document from a ski patrol staffer titled Padding Hazard Register Grid. It refers to "28 fence posts, metal deer fencing and strainers in the area being very likely to be skied into at high speed. Several serious harm injuries have occurred already. Many near misses." The staffer stated the risk score as 10 out of 10.

In his decision, Judge Rea ruled the company had been put on notice of serious safety issues concerning the fence but had not conducted an adequate risk assessment for the fence at any stage since 2014.

"NZSKI created a risk by having a ski run sloping towards a water reservoir but did not control the subsequent risk of the fence they installed around it. The bottom line is if you create a risk, you need to assess it and control it," says WorkSafe's area investigation manager, Steve Kelly.

"Operators like this have a duty of care to not only their employees but also members of public, who are paying customers. Businesses and organisations must not lose sight of that," says Steve Kelly.

Worksafe New Zealand [10 October 2023]

Government confirms improved quota system to support dairy exports

Following a review of the dairy quota allocation system, the Government will progress changes to the system to maximise opportunities for our dairy exporters, Agriculture Minister Damien O'Connor announced.

"Having signed seven new or upgraded Free Trade Agreements since 2017, New Zealand has several new dairy quotas – including with the United Kingdom and the European Union.

"These newly secured quotas meant it was timely to review our quota system and make sure that our dairy exporters are able to get the most out of these market opportunities."

"Quota allocations are currently based on each dairy companies' share of milk solids collected from farmers. However, this excludes businesses who don't collect milk solids but who still want to export dairy products into quota markets."

"The improved system will instead move to allocation based on each company's share of total exports by volume of the relevant product, including exports to non-quota markets," Damien O'Connor said.

"Moving away from the prohibitive milk solids model will also open up quota access for non-bovine dairy exports – like sheep and goat products - and provide new room for growth and innovation."

"These changes will ensure that we have a dairy quota system that is fair and provides opportunities for everyone – including small businesses and Māori enterprises."

"This improved system will help to boost New Zealand's $26 billion dairy export industry and I'd like to acknowledge the sector's input and ongoing engagement with this work."

New Zealand Government [10 October 2023]

EMPLOYMENT COURT: TWO CASES

Employment Court upholds application for search order

Mr Nikorima was employed by Chain & Rigging Supplies Limited (C&R) until 1 March 2023 as a business development manager. Through this role, he had strong relationships with its customers, and knowledge of and access to confidential information. His individual employment agreement included provisions relating to restraint of trade and non-solicitation of C&R's client base.

In September 2022, C&R became aware of Mr Nikorima sending company information to his home email address, along with making enquiries about fitting out a van to carry company stock, which was not part of his role. Mr Nikorima was asked about setting up a new business, but he denied doing so and the matter was dropped.

In October 2022, Mr Nikorima and two other people incorporated Rapido Safety Solutions Limited (Rapido). C&R was unaware of this at the time and Mr Nikorima did not declare a potential conflict of interest to C&R, which would have been necessary under his individual employment agreement. On 20 February 2023, Mr Nikorima resigned from C&R, giving four weeks' notice however he was very reluctant to return. When an exit interview was held on 1 March 2023 it became apparent, he had performed a factory reset of his work cell phone and laptop thereby deleting all company data from them. C&R also learned Mr Nikorima had incorporated Rapido not long after he had said he would not be competing with C&R in September 2022.

By 16 March 2023, C&R had become concerned as to whether there had been material breaches of Mr Nikorima's individual employment agreement. Lawyers acting for C&R wrote a 'cease and desist' letter about its matters of concern. Nikorima's advocate replied on 27 March 2023 asserting that the various concerns were misconceived. In particular, an assurance was given that Mr Nikorima would not breach his obligations to the company and would not solicit its customers. C&R accepted this explanation until July 2023 when further enquiries revealed that Mr Nikorima had been actively soliciting C&R's client base and possibly selling products owned by C&R.

C&R drew the conclusion that various obligations in Mr Nikorima's employment agreement had been breached, both those which applied up to the date when his employment ended, and those which had applied since. C&R also believed that Rapido aided and abetted Mr Nikorima in those breaches and had assisted him to mislead and deceive C&R. C&R intended to file a statement of problem in the Employment Relations Authority as soon as the search order had been executed, seeking a range of remedies under the Employment Relations Act 2000 (the Act) and the Fair Trading Act 1986.

C&R believed Mr Nikorima and Rapido had property (information and goods) belonging to it and other evidentiary material relevant to the intended Authority proceeding. Thus, it considered a search order was necessary to secure and/or preserve evidence for that proceeding.

The Employment Court (the Court) was satisfied that the comprehensive affidavit evidence which was filed established a strong prima facie case that Mr Nikorima had breached his obligations to C&R, both during and after his employment, by breach of his individual employment agreement, by breach of his duty of good faith under the Act, and by breach of relevant provisions of the Fair Trading Act. Further, there was a strong prima facie case that Rapido had incited, instigated, aided or abetted Mr Nikorima's breaches and that there was sufficient evidence that Mr Nikorima and Rapido had possession of further evidentiary material relevant to C&R's intended claim.

It was submitted by C&R that there was a real risk that the information may not survive or be disclosed in the absence of an order because Mr Nikorima destroyed company information and repeatedly gave false or misleading assurances to C&R about his intentions. On the basis of the evidence placed before the Court, numerous attempts to deceive C&R were made. The Court accepted C&R's submission.

The Court acknowledged that search orders were serious and there must be some proportionality between the perceived threat to an applicant and the consequences to the respondents of such orders being executed. The Court was satisfied that in this case, the orders were the only reasonable option for securing the information and identification of goods that C&R alleges belong to it. Accordingly, part 33 of the High Court Rules was satisfied, and the application for a search order was upheld. Costs were reserved.

Chain & Rigging Supplies Limited v Nikorima [2023; NZEmpC 133; J B A Corkill; 22/08/23]

Fine awarded against employer for non-compliance of compliance order

On 16 June 2022, a Labour Inspector (the Inspector) was granted a compliance order under the Employment Relations Act 2000 (the Act) by the Employment Relations Authority (the Authority). The Inspector's application was made in July 2021 because previously she had required both Star Moving Ltd (Star Moving) and Star Nelson Holdings Ltd (Star Nelson) to provide to her records and employment agreements for their respective employees. The compliance order was not complied with, so the Inspector applied to the Employment Court (the Court) for a fine to be imposed.

On 10 February 2021, the Inspector issued notices under the Act to Star Moving and Star Nelson requiring each company to provide copies of wage and time records, leave records and employment agreements. Each notice specified a three-year period to which it related from 10 February 2018 to 10 February 2021 and applied to all their employees.

On 11 June 2020, the Inspector's investigation began. On 27 November 2020, she spoke with the common director of the companies, Mr Biggs, to request employment records including a list of employees for each company. On 29 November 2020, he sent some information to her relating to Star Nelson. However, he did not answer the Inspector's request to provide her with a list of employees for each company. On 16 December 2020, the Inspector made a further request for a list of employees for each of the companies. There was no response. On 10 February 2021, the Inspector served the company notices under the Act.

On 11 June 2021, the Inspector sent a letter to each company stating she had not received any of the requested records and informed them that she intended to apply to the Authority for orders. Several emails were then exchanged between the Inspector and Mr Biggs. The lack of progress and failure to respond to the notices led to the Inspector lodging an application in the Authority on 6 July 2021, seeking compliance orders and penalties. Compliance orders were made by the Authority under the Act. Star Moving and Star Nelson were ordered to comply with the Inspector's requests. Star Moving and Star Nelson were each ordered to comply within 28 days from the date of the determination. The companies did not comply.

Star Moving and Star Nelson knew orders were made. Mr Biggs acted as their agent in the Authority investigation. Further, on 12 October 2022, the Inspector sent to Mr Biggs an email reminding him about the orders and that they had not been complied with. That correspondence elicited a response, not from Mr Biggs but another person on behalf of the companies, asking what records were required and confirming that they would be sent. On 14 November 2022, that correspondence was followed up by the Inspector. Despite the promised response, there was no further correspondence for or on behalf of either company.

In Peter Reynolds v Labour Inspector, the Court of Appeal referred to a range of factors to consider in assessing the level of a fine. The factors referred to were not exhaustive but included whether the default was deliberate or wilful, whether it was repeated without excuse or explanation, and whether it was ongoing. The assessment included taking account of any remedial steps taken by the defendant and its track record.

The Labour Inspector submitted that a sanction by way of a fine for each company was appropriate. Further, each of the companies' non-compliance with the Authority's orders was at the higher end of the scale of non-compliance and was conduct that could be described as "flat defiance" or at the very least "passively ignoring" the orders. The failures were ongoing, and Star Nelson had previously appeared before the Court for not complying with a compliance order and was fined.

The Labour Inspector submitted that a fine in the range of $10,000-$15,000 would be a proportionate response to the non-compliance by Star Moving and a fine between $15,000-$20,000 would be appropriate for Star Nelson.

Mr Biggs' presence at the Authority's investigation, and his acknowledgment on behalf of the company, indicated the compliance orders were defied or at the very least passively ignored. The Authority elected to give Star Moving the benefit of the doubt and concluded it passively ignored the Authority rather than wilfully defied it.

The Labour Inspector referred to Cooper v Phoenix Publishing Ltd, which contained a review of recent cases that contemplated a starting point for the imposition of penalties of $10,000 in certain circumstances. It was submitted that in this case, given that the breach was serious, no steps had been taken to remedy it, and there was no issue of an inability to be able to pay, that an appropriate fine would be in the range of $10,000-$15,000. The Authority was satisfied that it was proportionate and appropriate to impose a fine on Star Moving of $10,000.

Star Nelson had previously been fined $10,000 because it did not satisfy a compliance order. In assessing the overall fine, an uplift was determined to be required to consider its previous appearance and poor record when it came to complying with Authority orders. A 30 per cent uplift was warranted, which produced a fine of $13,000. The Inspector was entitled to costs.

Labour Inspector v Star Moving Limited [[2023] NZEmpC 132; Smith J; 18/08/23]

EMPLOYMENT RELATIONS AUTHORITY: THREE CASES

Breach of good faith obligations lead to unjustified disadvantage

Mr Fale was employed by Oranga Tamariki – Ministry for Children (Oranga Tamariki) to work in its Korowai Manaaki Youth Justice North Unit (Korowai Manaaki), as a Residential Youth Worker from March 2018 until January 2022. He was dismissed because his position was covered by the Covid-19 Public Health Response (Vaccinations) Amendment Order (No3) 2021 (the Vaccinations Order). However, he chose to remain unvaccinated. Mr Fale claimed his dismissal was procedurally and substantively unjustified. Mr Fale sought permanent reinstatement.

Mr Fale disputed that he was legally required to be vaccinated, because he was a youth worker and not a teacher or education provider. Mr Fale also claimed Oranga Tamariki breached its good faith obligations to him throughout the process. He sought that a penalty be imposed on it for those breaches.

The Vaccinations Order required workers who carried out work at, or for, an affected education service that may have contact with children or students when carrying out that work, or who would be present when education services were provided, to be vaccinated.

On 26 October 2021, and again on 27 October 2021, Oranga Tamariki informed staff that the public health orders and mandates impacted all staff in youth justice and care residences. Impacted staff had to have their first Covid-19 vaccination by 16 November 2021 and their second vaccination by 1 January 2022.

Mr Fale was away from work in late October and early November 2021. Because of this, he had not received any of Oranga Tamariki's communications about the Vaccinations Order, which were sent to his work email which he could not access remotely. Nor did Mr Fale have remote access to Oranga Tamariki's Intranet while he was not at work. On 12 November 2021, Mr Fale received an email on his personal account asking to meet with him on 14 November 2021.

On 14 November 2021, a Microsoft Teams meeting was attended by Mr Kepu, Youth Justice Residential Manager at Korowai Manaaki, Ms Spence, Senior HR Advisor, Mr Fale and his wife as his support person. At the beginning of the meeting, Mr Fale confirmed that he had received a copy of the letter dated 29 October 2021. The letter set out why Mr Fale was considered to be an "affected person under the Vaccinations Order", and what information he was required to provide to his employer. Mr Fale informed the meeting that he would not be answering any questions about his vaccination status on the grounds he did not have to because the Vaccinations Order did not apply to him.

The Authority considered that Oranga Tamariki had complied with its good faith obligations regarding the disputed coverage issue. It had adequately addressed Mr Fale's belief that he was not covered by the Vaccinations Order.

On 26 November 2021, a further meeting was held. Mr Fale shared that he was unvaccinated and did not intend to be vaccinated. A discussion ensued about potential redeployment opportunities within and outside Oranga Tamariki. Ms Spence and Mr Kepu said they would look into redeployment opportunities and get back to Mr Fale with any discoveries.

However, Ms Spence and Mr Kepu did not report back to Mr Fale, as they both unexpectedly went on leave shortly after the meeting. Ms Spence still made enquiries but was unable to identify any suitable opportunities for Mr Fale with Oranga Tamariki or with outside organisations. She acknowledged that she did not convey this to Mr Fale.

Notwithstanding the fact that both Mr Kepu and Ms Spence were unavailable, it was Oranga Tamariki's responsibility to ensure that Mr Fale received the post-meeting information that he had been told he would be given. That did not occur, which was a breach of good faith. Because Mr Kepu and Ms Spence were on leave, the 22 December 2021 meeting with Mr Fale was conducted by Mr Mokoi and Ms Bramwell. Mr Fale said that there was a lack of a proper handover, which was a breach of good faith because Oranga Tamariki had fallen short of the requirement to be "responsive and communicative". The Authority agreed, stating that Mr Fale was entitled to expect that the manager and HR Advisor who met with him had been fully and properly briefed on his personal situation.

The Authority determined the two breaches of good faith were not deliberate, serious or sustained. The requirements in the Act, for a penalty to be imposed, were therefore not met. Accordingly, Mr Fale's penalty claim did not succeed. The Authority was satisfied that the decision to dismiss Mr Fale because he was unvaccinated was one that was open to a fair and reasonable employer in all the circumstances. Mr Fale's unjustified dismissal personal grievance claim was unsuccessful.

Despite this, there was evidence Mr Fale had been unjustifiably disadvantaged in his employment. The lack of adequate communication that Oranga Tamariki had with Mr Fale at the time unjustifiably disadvantaged Mr Fale because it caused his perception that he was being treated unfairly. The failure to communicate with Mr Fale personally before 12 November 2021 amounted to a breach of good faith, and this omission also unjustifiably disadvantaged him. Mr Fale suffered hurt feelings as a result of Oranga Tamariki's poor communication with him. The Authority ordered Oranga Tamariki to pay Mr Fale $5,000 to compensate for the hurt and humiliation. Mr Fale, as the successful party, was entitled to a contribution towards his actual legal costs. The parties were encouraged to resolve costs by agreement.

Fale v The Chief Executive, Oranga Tamariki – Ministry for Children [[2023] NZERA 323; 20/06/23; R Larmer]

Former employee in breach of settlement agreement

Ms McDonnell was an employee of Te Manawa O Tūhoe Trust (TMOT). On 14 May 2021, TMOT terminated Ms McDonnell's employment on the basis of redundancy. On 3 June 2021, Ms McDonnell lodged a statement of problem in the Employment Relations Authority (the Authority) claiming that she had been unjustifiably dismissed by TMOT and sought both interim and substantive reinstatement. Her claim for interim reinstatement was unsuccessful in the Authority but she made a successful challenge before the Employment Court (the Court) and on 2 December 2021 the Court granted Ms McDonnell interim reinstatement pending further order of the Court.

Following the judgement, the parties entered negotiations. On 28 January 2022, a Record of Settlement (the settlement) was entered into pursuant to the Employment Relations Act 2000 (the Act). The settlement was signed by the parties and by a Mediator employed by the Ministry of Business, Innovation and Employment. That certification confirmed that before making the agreement, the parties were advised and accepted they understood the agreed terms were final, binding and enforceable, could not be cancelled and could not be brought before the Authority or the Court for review or appeal, except for the purposes of enforcing those terms.

The settlement included that TMOT would pay Ms McDonnell the compensatory sum of $25,000, the sum of $10,000 being contribution to Ms McDonnell's costs of representation in the Authority and Court and the sum of $3,500 (plus GST) to contribute to her costs of representation in the Court of Appeal. Further, neither party would make disparaging remarks against each other.

On 2 February 2022, TMOT paid Ms McDonnell the settlement sums as set out in the settlement. On that same date, Ms McDonnell's representative emailed the Authority advising "This matter has been resolved between the parties. The application should be discontinued." The matter was accordingly withdrawn and discontinued in the Authority.

On 6 May 2022, TMOT sought a compliance order in the Authority with the settlement, claiming that Ms McDonnell was asserting that she was still employed, and was sending timesheets and seeking weekly wage payments. In addition, she was refusing to return property owned by TMOT, which was in breach of her employment agreement (the agreement). Ms McDonnell claimed that TMOT breached the settlement by making disparaging remarks about her to the Police, namely by making a complaint regarding her refusal to return property.

The settlement stated that it was a full and final settlement of all matters arising from the employment relationship. The Authority found that matters between TMOT and Ms McDonnell included her redundancy termination in relation to which she had applied to the Authority for a remedy of both interim and permanent reinstatement. Following the signing of the settlement, Ms McDonnell withdrew the application for permanent reinstatement from the Authority. The Authority found that withdrawal, having confirmed that Ms McDonnell was no longer seeking permanent reinstatement, ended the interim order. Ms McDonnell was not still employed by TMOT.

The settlement stated that "Neither party will make disparaging remarks against the other". The Authority found that Ms McDonnell was mistaken in continuing to believe she was still an employee after the signing of the settlement and withdrawal of her claim for permanent reinstatement. To that extent, TMOT was correct in that after 2 February 2023, since Ms McDonnell was no longer an employee, she was required to return all property belonging to TMOT.

The complaint to the Police was made by TMOT in accordance with its understanding that Ms McDonnell's employment had ceased. It was only following attempts to engage with Ms McDonnell and have its property returned, which she resolutely refused to do so, that the complaint was made to the Police. The Authority determined that TMOT did not breach the settlement by making disparaging comments to the Police about Ms McDonnell. The Authority found that it was appropriate to issue a compliance order. Ms McDonnell was ordered to immediately return all information, data received, made or copied during her employment with TMOT, together with any equipment, clothing or other property to TMOT. Ms McDonnell breached the agreement by failing to return its property to TMOT when her employment with it ceased. She also continued to send timesheets and demands for payment for wages after 2 February 2023 in breach of the settlement. These actions caused TMOT concern and ongoing inconvenience.

The purpose of penalties was to deter, not to compensate. However, the Authority accepted that the continued submission of timesheets and demands for wages together with the failure of its property, were matters of concern to TMOT. The Authority considered $1,500 to be an appropriate penalty for the two breaches, which Ms McDonnell was ordered to pay to TMOT. Costs were reserved.

Te Manawa O Tūhoe Trust v McDonnell [[2023] ERA394; 25/07/23; E Robinson]

Fair and reasonable process not followed before terminating an employee

On 21 February 2020, Ms Wang commenced her employment with Blockhouse Bay Healthcare Limited (BHL) as a registered nurse and as a caregiver. She signed two separate individual employment agreements for each role as they each had different tasks and pay rates. On 13 November 2021, Ms Wang gave BHL her eight weeks' notice of resignation in accordance with each of her employment agreements. This was accepted by BHL, and it was agreed that her last day of work would be 8 January 2022.

Ms Wang was rostered to work the late shift on 31 December 2021. Upon arriving to work to start her 3pm shift, Ms Wang met with Mr Singh (her manager) as part of the usual shift handover. Mr Singh asked Ms Wang whether she had a new visa for her new role. Ms Wang confirmed she did by showing him a copy of her latest visa on her mobile phone. It showed that her new visa was valid from 22 December 2021, and it contained a condition that Ms Wang was to work only for her new employer. Mr Singh became worried about BHL's immigration obligations and said to Ms Wang that she could not work for BHL anymore because of her visa conditions. He also told her that she should have informed BHL about her new visa. This discussion led to Ms Wang leaving the workplace and as a result she says she was unjustifiably dismissed by BHL.

The next day, Ms Wang emailed Mr Singh asking why her employment was terminated. Mr Singh responded that as per Immigration New Zealand, it was an offence for an employer to employ a person who was not entitled to work for them in New Zealand. Mr Singh also attempted to obtain permission from Ms Wang to access the Immigration New Zealand VisaView website to ascertain if she was able to work her remaining days with BHL. Ms Wang declined BHL's request for permission.

In deciding whether a dismissal was reasonable, the Employment Relations Authority (the Authority) considered whether the employer acted on sensible grounds and whether the process taken to reach that decision was fair. The Authority considered whether the allegations against Ms Wang were aptly investigated, whether she had a reasonable opportunity to respond to the concerns raised with her, and whether such explanations were genuinely considered before her dismissal. The Authority found BHL's reaction to the situation had multiple procedural shortcomings. Mr Singh told Ms Wang not to attend her next shift, however, he still asked Ms Wang to finish her shift on the day of their discussion. This discussion took place in an open area to other BHL staff, which gave little privacy to Ms Wang. BHL also failed to properly investigate Ms Wang's ability to continue to work for BHL. Ms Wang wasn't given a reasonable opportunity to understand, consider and respond to BHL's concerns before her employment was terminated. BHL usually engaged the services of an immigration advisor to assist with any immigration problems and issues. No attempt was made by Mr Singh to contact the advisor in this situation.

Ms Wang was due to finish her employment on 8 January 2022 and due to her unjustified dismissal, she missed out on six days and seven and a half hours of work she could have worked until the end of her notice period. Accordingly, an award for reimbursement was made to Ms Wang for a payment of $2,194.56 from BHL. Ms Wang also sought $15,000 compensation for humiliation, loss of dignity and injury to feelings. Considering that Ms Wang had a week left in her notice period and was starting a new role soon after, the Authority considered it appropriate that Ms Wang was awarded compensation of $8,000.

Employers are required to keep appropriate wage and time records and to provide them to an employee upon request. On 31 December 2021, Ms Wang emailed Mr Singh for a copy of her wage and time records for BHL. In response, after six requests by Ms Wang, BHL provided her an incomplete set of records on 16 May 2022, with further records provided on 4 July 2022. BHL's failure to keep proper holiday records hampered Ms Wang's ability to bring an accurate claim. On that basis, Ms Wang was entitled to payment for three public holidays which amounted to $779.44. A penalty was imposed against BHL on a global basis considering the various breaches. BHL was to pay a penalty of $7,000 with half of that penalty ($3,500) payable to Ms Wang and the remaining half ($3,500) to the Crown. Costs were reserved.

Wang v Blockhouse Bay Healthcare Limited [[2023] NZERA 352; 03/07/23; A Leulu]

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.

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.

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

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LEGAL

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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.