BusinessCentral

EMPLOYER BULLETIN

19 December 2023
A Weekly News Digest for Employers

EMPLOYER NEWS

Milestone reached on repeal of Fair Pay Agreements legislation

Legislation to repeal Fair Pay Agreements passed its third reading in Parliament this week, achieving an early milestone in the Government's 100-day plan.

"We have moved quickly, as the public expects us to do, to implement one of our 100-day priorities and remove this blunt tool before any Fair Pay Agreements were finalised," Minister for Workplace Relations and Safety Brooke van Velden says.

"As a government we are focussed on boosting productivity, becoming more competitive, and creating a healthy economy that will benefit all New Zealanders. This policy fulfils a commitment made as part of the National-ACT coalition agreement. "If finalised, these agreements would have made it tougher for businesses who are already struggling in a cost of living crisis by piling on rigid and costly legislation.

"These costs would have been passed on to consumers and employees as businesses respond by hiring fewer people, reducing hours of work or increasing the price of goods and services just to stay afloat.

"This is the final step before the Bill receives Royal assent."

To read further, please click here.

Extending 90-day trial periods to all employers

The Government is delivering on its commitment to extend the availability of 90-day trial periods to all employers.

"Extending 90-day trial periods to all employers gives businesses the confidence to hire new people and increases workplace flexibility," says Minister van Velden.

"Whether a business has 2 or 200 employees, bringing on any new employee costs time, it costs money and it is in the best interests of any business to find the right fit.

"The extension of 90-day trials also provides greater opportunities for employees. They allow employers to employ someone who might not tick all the boxes in terms of skills and experience but who has the right attitude, without the risk of a costly dismissal process.

"By extending 90-day trials to all businesses, not just those with fewer than 20 employees, we're giving all businesses greater confidence to employ more New Zealanders."

"The Bill will be passed under urgency before Christmas."

To read further, please click here.

Falling beam crushed worker

The death of a 21-year-old in the construction sector shows how easily stopgap measures can endanger workers, WorkSafe New Zealand says.

Aidan Paszczuk was removing steel beams when one fell and killed him at a Newmarket construction site in October 2021.

A WorkSafe investigation found that workers devised an ad-hoc way to get the job done when their original method could no longer be used. Unfortunately, they did not have access to safety-critical information about the security of the 500-kilogram beam. When Mr Paszczuk stood on a stack of five wooden forklift pallets to use an angle grinder, the beam fell on him.

The employer Grouting Services Limited (GSL) should have carried out an effective risk assessment to protect workers and has now been sentenced for its health and safety failures.

Grouting Services Limited was sentenced at Auckland District Court on 12 December 2023. A fine of $180,000 was imposed, and reparations of $110,000 ordered

To read further, please click here.

Annual current account deficit $30.6 billion

New Zealand's annual current account deficit was $30.6 billion, 7.6 percent of gross domestic product (GDP), in the year ended 30 September 2023, according to figures released by Stats NZ today.

The deficit was $0.6 billion narrower than the $31.1 billion deficit in the year ended 30 September 2022 (8.3 percent of GDP).

The narrowing annual current account deficit in the year ended 30 September 2023 was due to a $4.1 billion narrowing of the services deficit, offset by a $2.5 billion widening of the goods deficit and a $1.4 billion widening of the primary income deficit.

In the year ended 30 September 2023, services exports increased $9.3 billion to $24.9 billion. Travel exports (that is, the spending by overseas visitors in New Zealand) increased $6.7 billion to $11.1 billion.

To read further, please click here.

EMPLOYMENT COURT: TWO CASES

Labour Inspector's actions found to be correct

On 23 November 2020, Caisteal An Ime Ltd (Caisteal) and a Labour Inspector (the Inspector) entered into an enforceable undertaking under the Employment Relations Act 2000 (the Act). The undertaking contained an acknowledgement by Caisteal that certain employment standards had been breached. Eight breaches were identified. Caisteal was to notify all current and previous employees that an audit was being conducted to determine whether the company had met its statutory obligations in relation to each of them. Any sums owing was to be paid by 5pm on 1 March 2021 and the Labour Inspector advised accordingly.

A disagreement emerged as to whether Caisteal had satisfied the enforceable undertaking by providing the required evidence of compliance. On 30 March 2021, the Inspector issued a notice to Caisteal under the Act. Under that notice, the company was required to forward to the Inspector copies of wages and time records kept pursuant to the Act, holiday and leave records kept pursuant to the Holidays Act 2003, and employment agreements for the approximately three years the company had been operating. This information was to be supplied to the Inspector by 30 April 2021.

Caisteal failed to provide the requested information and the Inspector sought a compliance order from the Employment Relations Authority (the Authority) along with penalties. The Authority upheld the Inspector's request for a compliance order. Caisteal was ordered to provide the requested information within 28 days and further ordered to pay a $7,500 penalty to the Crown.

Caisteal challenged the determinations in the Employment Court (the Court). As relief, it sought to have the Authority's determinations set aside, a stay of the Authority's orders, to impose a penalty on the Inspector and compensation for "hurt and humiliation" allegedly caused by the Inspector's actions. Caisteal alleged breaches of the Act, the Official Information Act 1982 and the Privacy Act 2020.

Caisteal considered it had completed all of the work required by the enforceable undertaking and had been fully cooperative with the Inspector. A number of criticisms were levelled at the Inspector which the Court described as attributing poor-quality behaviour to the Inspector or, perhaps, more broadly to the Ministry of Business, Innovation and Employment. The Court found there was no evidence that the Inspector's actions in investigating Caisteal's business before negotiating the enforceable undertaking, or afterwards, resulted in allegations made by her or anyone else that were false, malicious or vexatious. Caisteal's evidence did not explain those allegations and nothing said by the company or the Inspector could support them.

The Court observed that the difficulty confronting the company's case was straightforward. First and foremost, the Inspector's notice issued in March 2021 complied with the Act. She was entitled to seek the documents in the notice. Doing so was part of performing her statutory function and exercising her powers and none of the arguments put forward by Caisteal explained why she was not entitled to use them. The Court ruled that the Inspector did not breach their statutory functions, misuse their powers or otherwise act inappropriately.

The Court ruled there was no basis for Caisteal to refuse to comply with the Inspector's notice under the Act and the penalty imposed by the Authority was ruled to be appropriate. The challenge to the Authority's determinations was unsuccessful and was dismissed.

The Court ruled Caisteal must comply with the notice of 30 March 2001 by an agreed timeframe and pay the penalty owing by 28 August 2023. The Court found the Inspector was entitled to costs. The parties were encouraged to come to an agreement.

Caisteal An Ime Limited v Labour Inspector of The Ministry of Business, Innovation and Employment [[2023] NZEMPC126; 14/08/2023; Judge K G Smith]

Employment Court affirms dismissal was substantively justified

Ms Robertson worked for IDEA Services Limited (IDEA) as a permanent support worker before she was dismissed for serious misconduct. It was alleged Ms Robertson had verbally abused and slapped the person she had been caring for (the Client). She filed personal grievances for unjustified disadvantage and unjustified dismissal which the Employment Relations Authority (the Authority) dismissed. She appealed that decision to the Employment Court (the Court) which focused solely on the issue of whether she was unjustifiably dismissed. While a fair process was followed, she challenged that the dismissal was not substantively justified.

The Client had high complex needs due to an intellectual disability and had been receiving support from IDEA for several years. He suffered from post-traumatic stress disorder and had difficulty communicating and required a high level of daily support on a one-on-one basis. A feature of the Client's needs included that when he felt unsafe, he entered what was described as a "heightened state", whereby his behaviour drastically deteriorated. For reasons related to his experiences in the past, the Client associated certain things like ambulances, police officers, and hospitals as places of safety. Ms Robertson was specially trained to identify potential triggers that might cause the Client to enter a heightened state, the stages he might progress through, and the steps that ought to be taken to keep the Client safe. Ms Robertson also had a safety plan which detailed the behaviours the Client might exhibit while in a heightened state. Those behaviours included pinching, biting himself or others, throwing objects, hitting things, or rushing to people as if to attack them. Those actions were described as a compulsion brought on by the heightened state rather than intentional bad behaviour.

On 26 August 2020, Ms Robertson began her shift caring for the Client at his home. However, when she arrived, his behaviour immediately started to deteriorate. While Ms Robertson was making his bed, the Client slapped her posterior and began to cry. When asked why he had done that, he said his tooth hurt and said he wanted to go to the hospital. The Client then started tipping over furniture. Ms Robertson tried to calm him down by leaving him alone which did not work. Two police officers were called to the Client's home. The purpose was not to restrain or arrest him but to help calm him down. That also did not work. Ms Robertson described the time at the Client's home as extremely difficult and distressing. The decision was made to bring the Client to the hospital. Once they arrived, Ms Robertson and the Client were sent to wait in the Whānau Room. A few minutes later, the Client came towards Ms Robertson and reached out to grab her. That was when Ms Roberston slapped the Client. She said she had intended to "slap his hand away in self-defence". The incident was then reported to IDEA, who after following an investigation and disciplinary process, decided to dismiss Ms Robertson.

The Court had to decide whether IDEA's decision to dismiss Ms Robertson was what a fair and reasonable employer would have done in all the circumstances. The Court focused on the fact that Ms Robertson was an experienced and well-trained support worker. She had understood how to properly manage the Client when he entered a heightened state.

The Court pointed out that when IDEA arrived at their decision to dismiss, they focused solely on the events in the hospital and discounted the difficulties Ms Roberston dealt with earlier in the day. It found that even though IDEA focused solely on what occurred at the hospital, their decision was nevertheless justified. The Court found that when Ms Robertson slapped the Client, he had at that time come down from his heightened state, likely because he had been brought to a hospital.

Ms Robertson tried to argue IDEA's findings in relation to the situation, and the decision to dismiss, was coloured by the fact that another employee at IDEA had filed a police report relating to the event. The Court rejected that argument saying IDEA had correctly focused on Ms Robertson's conduct which was not a matter of dispute. The Court ultimately decided IDEA had satisfied the substantive justification test regarding their decision to dismiss Ms Robertson.

Robertson v IDEA Services Limited [[2023] NZEmpC 145; 01/09/23; Judge K G Smith]

EMPLOYMENT RELATIONS AUTHORITY: FOUR CASES

Deductions made from final pay without consent deemed unlawful

Mr Maheno was employed by Carrington Resort Jade LP (Carrington), until his resignation. After not receiving his final pay, Mr Maheno contacted Carrington where he was told that deductions had been made from his pay and that the amounts in total were more than owing to him in wages and holiday pay. The deductions were $994.95 for the purchase of work clothes and $2,760 for costs incurred from the hire of a cherry-picker.

Mr Maheno's employment agreement contained a general deductions provision however, he contended it was not observed and consequently the deductions were made in breach of the employment agreement. A further claim of Mr Maheno arose from his efforts to obtain records from Carrington to show what had happened to his final pay.

In written directions given on 6 September 2022, the Employment Relations Authority (the Authority) ordered the parties to attend mediation within 30 days. On 7 November 2022, the Authority was advised that Mr Maheno attended mediation on 3 October, but Carrington did not. Carrington claimed the unjustified disadvantage grievance was not raised within 90 days of the deductions from Mr Maheno's wages, the action Mr Maheno complained of in his grievance. Recovery of wages and penalty claims can be raised independently of a personal grievance.

The Wages Protection Act 1983 (the Act) limits the ability of an employer to deduct money from wages including holiday pay. The Act permits an employer to make deductions when a worker has given written consent. Carrington's statement in reply said that the deduction was "notified and agreed", and that Mr Maheno "did not contest or dispute his final pay being deducted", and he had been "told" a deduction would be made.

The Authority accepted the unchallenged evidence of Mr Maheno that he was not consulted about any deductions to be made from his final pay. The deductions were therefore not authorised by the Act. The lack of consultation before the deduction was made could not be undone then, but in final submissions Mr Maheno accepted that any wages awarded to him by the Authority could be reduced by $994.95, to recognise that he now had the items and can use them. The deduction for the additional cherry-picker hire costs seemed equivalent to disciplinary action for performance or conduct. Unless there was an agreement to do so, it would be unreasonable for an employer to deduct money from wages as a disciplinary measure.

When Mr Maheno resigned, he did not give the required contractual period of one month's notice but gave only two weeks' notice. Under the employment agreement, Carrington had "reserved" a right to deduct a day's salary for each day not worked during the notice period. In its statement in reply, Carrington did not make a claim or counterclaim to recover or set-off any pay in lieu of notice. It confirmed it had not done so because the deductions made by it had left Mr Maheno's final pay with a negative balance. This was a situation Carrington brought on itself by making those deductions unlawfully.

The Authority found that the deducting of money from Mr Maheno's pay was an unjustified action to his disadvantage in his employment or terms of employment. The actions of Carrington were not those a fair and reasonable employer could have carried out. As it was not an unjustified dismissal grievance, the level of compensation sought of $25,000 by Mr Maheno was too high. The Authority considered a penalty of $4,000 for a breach of the Act was appropriate. Of this, $2,000 was to be paid to Mr Maheno. The Authority found that Carrington failed to produce wage and time records when requested. Carrington was ordered to pay Mr Maheno final wages of $505.41, holiday pay of $2,840, compensation $4,000 and penalties $3,000. Carrington was ordered to pay to the Authority for payment into a Crown Bank Account; $5,000. For a half day investigation meeting the tariff costs are $2,250. This was raised to $3,750, which Carrington was ordered to pay Mr Maheno to cover Mr Maheto's legal costs. Carrington had to also reimburse Mr Maheno the fee for lodging his claim in the Authority of $71.56.

Maheno v Carrington Resort Jade LP [[2023] NZERA 445; 15/08/2023; A Dumbleton]

Mandatory COVID-19 vaccination policy led to unjustified dismissal and compensation payout

Mr Collier commenced employment with Damar Industries Limited (Damar) in May 2011 as a quality control officer. At the time of his dismissal in January 2022, he was also a health and safety representative.

After the onset of COVID-19, Damar voluntarily closed for several weeks but because it was classified as an essential service it was able to re-open and continue operations. In November 2021, following a risk assessment, Damar began consulting with staff about the vaccination. Mr Collier provided feedback advising he did not think the risk assessment had given an accurate measurement of the potential for COVID-19 to catch and spread in the workplace. He also had reservations about how the vaccination may impact on his health.

In December 2021, Damar confirmed to staff that vaccination was mandatory. Mr Collier chose not to be vaccinated so was given notice of his employment being terminated. While working out his notice period, he decided to get the vaccination and returned to work on 17 January 2022. Mr Collier agreed to four conditions set by Damar for his return. These were that he must receive his second vaccination on or before 2 February 2022, a mask must be worn at all times, a one metre social distance must be maintained at all times during working hours and separate lunch breaks and segregation for other staff members was required during breaks.

On 19 January 2022, Mr Collier was observed sitting close to a colleague and not wearing a mask. He was asked to move, which he did. Mr Collier sought clarification about the matter as he felt that social distancing was still acceptable for work bubbles. Before he received a response, he was again observed sitting with colleagues the following day. That afternoon, he was invited to an investigation meeting, scheduled for Friday, about the Wednesday incident. Shortly after receiving this letter, Mr Collier claimed that Mr Thomson, a senior member of staff, forcefully spoke to him and Mr Collier considered this to be bullying behaviour. Another letter was presented to Mr Collier on Friday morning advising him that the investigation meeting would now also include the Thursday incident.

Following a brief investigation meeting on Friday, an adjournment was called until Monday. At the Monday meeting, Mr Collier was advised that his employment was being terminated for breaches of the code of conduct specifying refusal to obey lawful and reasonable instructions, and refusal to observe health and safety procedures.

Mr Collier sought a ruling through the Employment Relations Authority (the Authority) claiming that, without justification, Damar dismissed him and also disadvantaged him by imposing a COVID-19 vaccination policy and by harassing and abusing him. He sought lost wages and compensation.

In consideration of the mandatory vaccination policy, the Authority took evidence from Mr Cosman, an expert in health and safety. Mr Cosman was of the view the risk assessment undertaken by Damar was inadequate and had an element of predetermination. The Authority agreed. The Authority also found that the conclusion expressed by Damar, that it had no option but to introduce mandatory vaccination, was unsupportable. There clearly were options but these were not considered sufficiently or at all and hence Mr Collier was found to have been unjustifiably disadvantaged by Damar.

Regarding the bullying and harassment complaint, the Authority found that the contact made by Mr Thomson on its own was not an unjustified action causing disadvantage to Mr Collier in his employment. His behaviour was not extreme, persistent, or repeated. The Authority found this personal grievance was not established.

Regarding the decision to terminate Mr Collier's employment, the Authority determined Damar had not conducted a sufficient investigation. The short notice and haste of the discipline meeting was not considered reasonable. Damar had not considered Mr Collier's length of service, his good record, and the availability of suspension from the workplace for the short period of about nine days until he was due to have a second vaccination dose. The Authority found that Damar had not justified the dismissal of Mr Collier.

Its actions, in conducting a disciplinary inquiry which concluded with the summary dismissal of Mr Collier, were not what a fair and reasonable employer could have done in all the circumstances. The Authority held that Mr Collier contributed towards the actions leading to his employment being terminated as he could have done more to clarify whether bubbles were still in operation at his workplace and, having raised the issue after the Wednesday incident, could have waited for a response from the company before sitting with others on the Thursday. To settle the disputes Damar was ordered to pay to Mr Collier a total of $21,850 compensation and a total of $11,400 as lost wages. Costs were reserved.

Collier v Damar Industries Limited [[2023] NZERA 433; 10/08/2023; A Dumbleton]

Employee proved not to be independent contractor

Ms Huang worked as a sales manager for Yoke Insulation Limited (Yoke). She was on an annual salary and paid monthly. An issue arose when Yoke failed to pay Ms Huang. Believing Yoke was facing financial problems that would soon be resolved, she decided to work for four months without pay. However, once she found out other employees were being paid, she contacted Yoke's finance team. That person, whose identity remained anonymous, made derogatory comments about her performance, and said she would not be compensated for the four months she had worked. After that encounter, Ms Huang believed that she had been dismissed. She applied to the Employment Relations Authority (the Authority) and claimed she had been unjustifiably constructively dismissed as well as being owed $20,000 in wage arrears. Yoke responded by arguing Ms Huang had been engaged as an independent contractor, so was never an employee entitled to payment.

First, the Authority had to determine whether Ms Huang had worked as an independent contractor. When the nature of an employment arrangement is in doubt, and pursuant to the Employment Relations Act (the Act), the Authority must determine the "real nature of the relationship" between the parties. All relevant matters must be considered, including any matters that indicate the parties' intentions. Statements made by the parties about the nature of the relationship are not determinative. In this case, it focused on the intention of the parties, how much independence Ms Huang had when it came to carrying out her duties, and how integrated she was in the business.

Ms Huang argued that she and Yoke mutually intended for her to work as an employee. She pointed to the signed employment agreement which was provided to the Authority as evidence, and the fact that she would not have agreed to working as an independent contractor as that arrangement did not appeal to her. Yoke argued the employment agreement was not signed (when in fact it was), and nevertheless, said there was a verbal agreement entered into whereby Ms Huang agreed to work as an independent contractor. However, Yoke could not show that they ever queried the status of the relationship as one of employment while Ms Huang worked for them. In fact, Yoke could not produce any evidence that challenged Ms Huang's claims. She had little control over how she completed her duties. She had to be trained to meet targets that were set by Yoke and was required to participate in team building exercises. She was considered fully integrated in the business and did not work independently of Yoke. She had undertaken to work on Yoke's behalf and told customers that she was their employee. The Authority decided Ms Huang was an employee of Yoke.

Second, the Authority had to determine whether Ms Huang was owed wage arrears for the time she worked but not paid. According to her employment agreement, she was paid $5,000 a month. She found out that Yoke was dealing with financial issues but was not concerned at the time as she believed she would be paid in full once the issues were dealt with. From June to September 2021, Ms Huang worked but was not paid. After an unpleasant conversation with the unidentified person on Yoke's financial team, she concluded that she was never going to be paid and so, effectively, Yoke had treated her employment as having ended. The Authority noted that Yoke could have proposed to change the terms of Ms Huang's employment agreement, or even begin a restructuring process, but had done neither. It decided Ms Huang was owed $20,000 in wage arrears representing four months' worth of work.

Third, the Authority had to decide whether Ms Huang had been unjustifiably constructively dismissed. It noted that the obligation to pay an employee was fundamental to an employment relationship. Failing

to do so without any consultation or explanation was a breach of the trust and confidence inherent to such relationships. It decided that failing to pay Ms Huang amounted to constructive dismissal as the initiative for ending her employment came from Yoke. Considering Yoke's conduct was not what a fair and reasonable employer in all the circumstances would have done, Ms Huang's dismissal was found to be unjustified. Finally, Ms Huang showed that due to Yoke's lack of communication when it came to whether they would pay her, she was humiliated, stressed, angry and upset. The Authority decided to award her $10,000 compensation for humiliation, loss of dignity and injury to feelings.

Huang v Yoke Insulation Ltd [[2023] NZERA 453; 17/08/2023; R Larmer]

Failure to honour commitment to repay debt proves costly

Mr Radovanovich was employed by Pathways Health (Pathways) as a Youth Worker from 4 August 2020 to 12 November 2021. An agreement was reached that Mr Radovanovich would take unpaid leave from 28 June 2021 to 18 September 2021, meaning he would not be paid his salary over that time. However, Pathways mistakenly paid Mr Radovanovich the sum of $10,296 gross, which he was not entitled to receive. The debt was acknowledged and repayments commenced however, Mr Radovanovich resigned before the debt was fully repaid. His final pay included a partial repayment.

Following mediation to resolve the matter of the debt the parties entered into a Record of Settlement (the Settlement) dated 10 May 2022, pursuant to the Employment Relations Act 2000 (the Act). Clause two of the settlement set out that the parties agree the total amount owing by Mr Radovanovich was $6,115.47 and that it would be paid by regular fortnightly instalments, with 24 Payments of $250 per fortnight and a final payment of $115.47 and the first payment starting on 26 May 2022. Clause three of the Settlement required that on or before 17 May 2022 Mr Radovanovich would provide written confirmation that he had set up an automatic payment to make the required payments.

Following the signing of the Settlement no automatic payment was set up by Mr Radovanovich and no repayments were made. Pathways made numerous efforts to communicate with Mr Radovanovich without success. Pathways sought a ruling from the Employment Relations Authority (the Authority). It sought a compliance order for the debt to be repaid, a claim for a penalty for breaches of the Settlement and a claim for costs and disbursements.

Mr Radovanovich was personally served with two sets of documents setting out the claims of Pathways. Two affidavits of service were provided to the Authority confirming the documents had been served to Mr Radovanovich. The Authority concluded that Mr Radovanovich had decided not to participate in the process of the Authority.

Pathways provided the Authority with detailed information of their efforts to resolve this matter which included communications with Mr Radovanovich and seeking the intervention of the mediator who signed off on the Settlement. Mr Radovanovich had made promises to make repayments following the signing of the Settlement but these had not been carried out.

The Authority found that Mr Radovanovich failed to take his legal obligations under the Settlement seriously. It was therefore necessary and appropriate to order Mr Radovanovich to fully comply with all of the terms of the Settlement the parties signed on 10 May 2022 within 28 days of the date of the Authority's determination. The Authority also ordered that interest be payable from 26 May 2023 (being the date by which all of the payments under the Settlement should have been completed) until the full amount outstanding has been repaid, including all interest.

If the Authority's compliance order is breached, then the Applicant may apply to the Employment Court to exercise its powers under section the Act. That could include sentencing the person in default for a term of imprisonment not exceeding three months, ordering a fine not exceeding $40,000 and/or sequestering property of the person in default.

The Authority observed Mr Radovanovich's actions were the antithesis of good faith conduct and undermined one of the primary objectives of the Act, which is to encourage the use of mediation to solve employment problems. There were found to be no mitigating factors. The Authority considered

that a globalised total penalty of $6,000 should be imposed on Mr Radovanovich for all of his breaches of the Settlement. $4,000 was payable to Pathways with the balance of $2,000 being payable to the Crown. Mr Radovanovich was further ordered to pay Pathways $3,500 towards their legal costs and $377.74 as reimbursement for disbursements.

Pathways Health v Radovanovich [[2023] NZERA 452; 17/08/2023; R Larmer]

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.

Bills open for submissions to select committee: Zero Bills

There are currently no Bills open for public submissions to select committee.

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/

ADVICELINE HOURS – CHRISTMAS & NEW YEAR 2023 - 2024

This is the last issue of the Employer Bulletin for 2023. The first issue in the New Year will be 12 January 2024. Have a safe and enjoyable holiday period. We look forward to your continued membership, support, and readership in 2024.

AdviceLine will be closing for the holiday period at 5pm on 22 December 2023 and will reopen at 8am on 3 January 2024.

Please see here for our guide to public holidays for the Christmas and New Year period 2023 – 2024.

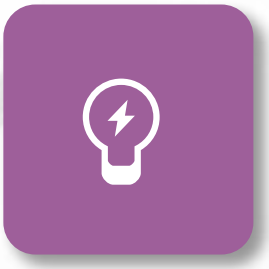
AdviceLine will be operating at the following hours after the New Year period:

Wednesday 3 January – Friday 5 January	8am – 5pm
Monday 8 January - Friday 12 January	8am – 6pm

AdviceLine will return to normal operating hours from Monday 15 January 2024.

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



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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

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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.

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.

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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.