BusinessCentral

EMPLOYER BULLETIN

29 July 2024
A Weekly News Digest for Employers

EMPLOYER NEWS

IT issue affecting some accredited employers' interim accreditation

Immigration New Zealand's IT issue, where some accredited employers who have applied to renew their accreditation did not receive interim accreditation as they should have and having their existing job tokens lapse, has now been fixed.

All affected employers who were eligible have been granted interim accreditation, and any valid job tokens have been reinstated. Affected employers will be notified when they receive interim accreditation.

If you still need assistance with job tokens you can contact Immigration's Customer Service Centre.

To read further, please click here.

Overseas merchandise trade: June 2024

In June 2024, compared with June 2023, goods exports fell by $7.4 million (0.1 per cent), to $6.2 billion. In comparison, imports fell by $821 million (13 per cent), to $5.5 billion. The monthly trade balance was a surplus of $699 million.

Goods exports fell by $7.4 million (0.1 per cent) in June 2024 (to $6.2 billion), compared with June 2023. Milk powder, butter, and cheese exports fell, but experienced some evening out from other dairy and related exports. Offsetting the overall fall was an increase in fruit, up $95 million (18 per cent) to $610 million. This was led by kiwifruit, which rose $73 million (21 per cent) to $423 million.

Across New Zealand's top export partners, total exports to China, Australia and Japan fell in June 2024, compared with June 2023. Total exports to the USA and the EU rose.

Goods imports fell by $821 million (13 per cent) in June 2024 (to $5.5 billion), compared with June 2023. Petroleum and products lead the fall with additional impact from a drop in vehicles, parts and accessories. Across New Zealand's top import partners, total imports to China and the EU rose in June 2024, compared with June 2023. Total exports to Australia, the USA and South Korea fell.

More comparisons for the latest two quarters and years are on Statistics New Zealand's website.

To read further, please click here.

Nine priority bridge replacements to get underway

The NZ Transport Agency (NZTA) has begun work to replace nine priority bridges across the country to ensure our state highway network remains resilient, reliable, and efficient for road users, Transport Minister Simeon Brown says.

"Increasing productivity and economic growth is a key priority for the Government, and with many small bridges across the country suffering speed and weight restrictions due to their age and condition, it is essential these bridges are replaced with more modern and resilient structures," Mr Brown says.

"Nine priority bridges will be replaced over the next three years, including the SH6 Coal Creek Overbridge on the West Coast, SH82 Elephant Hill Bridge and Waihao North Bridge in Canterbury, and the SH25 Pepe Stream Bridge in the Waikato.

"Our state highways are critical routes for freight, tourism, and serve as important lifelines for communities around New Zealand.

"With a strong focus on maintenance, and prioritisation of network connectivity and productivity, NZTA can flatten the wave of bridge replacements needed over the next few decades."

To read further, please click here.

'Open banking' and 'open electricity' on the way

The Customer and Product Data Bill, which had its first reading, paves the way for greater competition in sectors such as banking and electricity, Commerce and Consumer Affairs Minister Andrew Bayly says.

"The Bill lays the foundation for 'open banking' which will make it easier for innovative start-ups to compete with traditional banks.

"Australian customers of Sharesies, a New Zealand founded investment app, can give permission to Sharesies to plug into their bank account and round up every transaction to a pre-selected amount and invest the difference.

"This… has far reaching benefits for the economy but is not currently possible in New Zealand without a consumer data right which enables banks to securely share information with third parties.

"Meanwhile 'open electricity' has the potential to enable considerable customer savings by making it easier for households to measure their power use, compare pricing and swap providers.

"New Zealand currently has no mandatory data standards. The Bill improves data privacy standards and is supported by the Privacy Commissioner. It is entirely opt-in, meaning customers will have to give their explicit consent for their data to be shared."

To read further, please click here.

Total greenhouse gas emissions decrease 2.7 per cent in the March 2024 quarter

Seasonally adjusted greenhouse gas emissions for industries and households in Aotearoa New Zealand decreased 2.7 per cent in the March 2024 quarter, according to figures released by Stats NZ today.

"This is the largest quarterly decrease since the beginning of our time series in March 2010," environmental-economic accounts manager Stephen Oakley said.

The 2.7 per cent decrease in total emissions, equivalent to 541 kilotonnes (kt), was mainly due to lower agriculture, forestry, and fishing emissions, which decreased by 154 kt (1.4 per cent).

"Seasonally adjusted figures show that [these industries] produced their lowest level of quarterly emissions since our series began. Their emissions are now down 8.1 per cent from their peak in March 2019," Oakley said.

The manufacturing industry had the second largest decrease at 88 kt (4 per cent), the third quarter in a row that emissions have fallen for this industry. The largest increase came from the electricity, gas, water, and waste services industry, up 126 kt (7.7 per cent).

In the year ended March 2024, greenhouse gas emissions rose 0.5 per cent (396 kt). Annual emissions from one of the main contributors – the transport, postal, and warehousing industry – have increased 20 per cent (1,116 kt) since the year ended March 2023, but remain 6.0 per cent (422 kt) below the peak from the March 2019 year. Emissions from the electricity, gas, water, and waste services industry were up 3.4 per cent (227 kt) in this year.

To read further, please click here.

Rebuilding the economy through better regulation

Two Bills designed to improve regulation and make it easier to do business have passed their first reading in Parliament, says Economic Development Minister Melissa Lee.

The Regulatory Systems (Economic Development) Amendment Bill and Regulatory Systems (Immigration and Workforce) Amendment Bill make key changes to legislation administered by the Ministry of Business, Innovation and Employment.

The Bills keep legislation up to date with changing information and technology and collectively, the changes will reduce compliance burden, clarify unclear provisions, and remove redundant provisions. Sectors covered include commerce and consumer affairs; science, innovation and technology; media and communications; justice; immigration; workplace relations and safety; and energy.

To read further, please click here.

Trans-Tasman space research opportunity

The government has announced four trans-Tasman space research projects and is calling for proposals for 4 more collaborative studies, focused on Earth observation.

The joint projects will bring New Zealand and Australian researchers together to tackle trans-Tasman challenges, for example in our primary industries or extreme weather responses. In addition to Earth observation projects, others will focus on space situational awareness and optical communications.

The collaborative research approach stems from an agreement between the Ministry of Business, Innovation and Employment and Australia's SmartSat Cooperative Research Centre, signed in January 2024.

Research teams will initially work on 6-month feasibility studies, which will be considered for funding for longer-term research.

Up to $6 million has been allocated for the collaborative projects from the government's Catalyst Fund for the New Zealand participants in the collaborative projects.

To read further, please click here.

Kiwis having their say on first regulatory review

After receiving more than 740 submissions in the first 20 days, Regulation Minister David Seymour is asking the Ministry for Regulation to extend engagement on the early childhood education regulation review by an extra two weeks.

"The level of interest has been very high… people are keen to have a bit more time to have their say," says Mr Seymour. "Parents, teachers, centre owners, child advocacy groups, unions, research bodies, and others connected to the sector have all contributed.

"What's telling is that no stakeholders think the current regulatory system is working, which is why this review is so important. I encourage everyone who is interested in this work to have their say before the end of August."

To read further, please click here.

Supporting community-focussed Māori-led research

The Government's He tipu ka hua fund is investing in Māori organisations to lead research programmes that will address the challenges and opportunities facing Māori communities.

Three proposals will each receive up to $300,000 to develop an implementation plan over the next six months.

"He tipu ka hua supports research programmes that focus on delivering outcomes and making a real difference for the communities in which they're based," says Dr Willy John-Martin Pou Pūtaiao, Director Māori Science, Innovation and Technology.

"When we released the initial call for proposals, we received a high number of strong applications from across the country, seeking to improve the lives of Māori through research and science."

The three successful proposals are from:

- Te Puna Ora o Mātaatua Charitable Trust, with a proposal deepening the knowledge of rongoā (Māori medicine), including how it is used in clinical and non-clinical contexts
- Tū Tama Wāhine O Taranaki Incorporated, proposing to establish a connected group of researchers across Taranaki, who come together to identify and undertake priority research identified by marae, papakāinga, whānau, hapū and Iwi of Taranaki
- The Waikato-Tainui College for Research and Development, investigating the consequences of sand extraction, climate change, and environmental disruption on Kāwhia and Aotea communities

If successful, proposals will receive up to $2 million per year for up to five years to implement their research.

To read further, please click here.

Accelerating Northland Expressway

The Coalition Government is accelerating work on the new four-lane expressway between Auckland and Whangārei as part of its Roads of National Significance programme, Transport Minister Simeon Brown says.

The Government has agreed in principle to an accelerated delivery strategy that will enable the NZ Transport Agency (NZTA) to move at pace and deliver the Northland Roads of National Significance as a single expressway between Auckland and Whangārei.

"Delivering a programme as large and complex as this at pace requires a significant shift in delivery approach," Mr Brown says.

NZTA's accelerated delivery strategy includes a public-private partnership model, treatment of the three Roads of National Significance as three stages of the same project, and incentivising excellence in all aspects of creation and operation.

"Taking a corridor approach means NZTA will avoid multiple procurement processes. It will also deliver integrated design, construction, maintenance and operations across the entire Northland Expressway, and… deliver the project up to 10 years faster."

The Government will also be considering legislation changes, including to the Public Works Act, to speed up delivery.

Last year, a report by NZIER commissioned by the Northland Corporate Group found that the Warkworth to Wellsford section of the expressway alone would increase New Zealand's annual GDP by $497 million.

To read further, please click here.

COURT OF APPEAL: ONE CASE

Family carers are not employed by the Government

At issue were the funding schemes known as Funded Family Care (FFC), which operated between 2013 and 2020, and Individualised Funding (IF), which replaced FFC as a means of funding family carers.

Ms Fleming and Mr Humphreys each were carers for their disabled adult children. From 2020 they received funding under the IF scheme. They each brought proceedings against the Ministry of Health (the MOH) seeking declarations that they were employees of the MOH in relation to the care they provided for their children. Ms Fleming also raised a personal grievance and argued that she had not received the appropriate amount of funding since at least 2013 and so was entitled to remedies. The Employment Court heard both claims separately, where it held that under the Employment Relations Act (the Act), both Ms Fleming and Mr Humphreys fell within the definition of "homeworker", and therefore were found to be employees of the MOH.

The Court of Appeal (the Court) diverged from the Employment Court's ruling. The Court considered a range of legal issues, including whether the Employment Court erred in determining that Ms Fleming and Mr Humphreys were homeworkers as defined under the Act.

The Crown argued that the Employment Court, in concluding that Ms Fleming was a homeworker, wrongly applied the broad approach to defining terms in the Act. The Act had a more restrictive approach in other parts. The Crown argued the Employment Court misinterpreted Lowe v Director-General of Health [2017], and wrongly assumed that the State was under an obligation to care for adult disabled people caused by the United Nations Convention on the Rights of People with Disabilities (the Convention).

To decide whether a person was employed under a contract of service, the Employment Court needed to take all the relevant circumstances into account to determine the real nature of the relationship. In comparison to homeworkers, the Act already contained a definition, so the Court would determine who fell under this definition in a much narrower way. The Court agreed that the Employment Court's analysis was correct and that the meaning of homeworker should be read considering the purpose of the act.

The Court found that the Employment Court had not misinterpreted Lowe but did err in applying it to the present case. The Employment Court correctly identified the requirement in Lowe that an event was needed to create the employment relationship. However, it wrongly treated the context in which Ms Fleming's son's care was funded — specifically, the MOH's awareness of his needs and the fact that she was providing the necessary care — as enough to amount to an engagement.

Regarding obligations of the State, the Court agreed with the Crown that the Judge overstated the nature of the obligation. Under the Convention, a person with disabilities does not become the responsibility of the State. The focus of the Convention, especially articles 12 and 19, is on recognising and supporting the rights of people with disabilities to live independently and participate in the community. The means by which this is to be achieved are predominantly through legislation and policy initiatives to replace institutionalisation with adequate support services, made available to the disabled person and their family. The Court considered that even on a holistic view, the State is required to provide support mechanisms that would allow a disabled person (supported by their family) to live independently, and in a manner of their choosing. That was not the same as imposing on the State direct responsibility for the care of a disabled adult. The Act defined a homeworker as "a person who is engaged, employed, or contracted by any other person to do work for that other person in a dwellinghouse".

The Court found that Ms Fleming had never been engaged with the MOH or signed a contract with them and was not a homeworker. While Mr Humphreys was previously engaged under the now-defunct FFC scheme and was a homeworker during that time, he was not engaged by MOH and not a homeworker under the current IF scheme, which allowed a disabled person or their appointed agent to employ their own carers.

Mr Humphreys had declined employment by a Home and Community Support Service (HCSS) and instead technically set up his disabled daughter to "employ" him under the IF scheme. The Court said that Mr Humphreys' disabled daughter lacked the capacity to be his employer, and that there was no basis upon which the MOH had engaged or employed Mr Humphreys. Accordingly, Mr Humphreys was not an employee.

The Court was also asked to consider the definition of "work" from Idea Services v Dickson [2017]. The Court did not see it applying to workers who both lived and worked in their own home, as Idea Services related to workers whose homes were not their workplaces. Family carers in the position of Ms Fleming and Mr Humphreys were not subject to any active control or oversight and not constrained by the Crown's terms and conditions on what they did outside normal working hours. Further, many steps taken by a family carer might equally be viewed as being taken in their capacity as guardian or homeowner. No orders for costs were made.

Attorney-General v Fleming [[2024] NZCA 92; 09/04/24; French, Brown and Courtney JJ]

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Employee claims disadvantage from payments he was reimbursed for

Allied Faxi New Zealand Food Co. Ltd (Allied Faxi) was a food manufacturing company. Its Auckland office employed Mr Sun as office support from April 2022. The employees based in Auckland needed to travel about one and a half hours to and from work each day.

As an act of goodwill, Allied Faxi provided a company vehicle which employees could use to travel to and from work. One of the employees would be the driver. It was the responsibility of the participating employees to ensure the vehicle's petrol was filled up to be ready for use during the working day. The employee who filled the vehicle and paid for the fuel was able to claim the costs back as a reimbursement, which was usually paid through the payroll system fortnightly.

During his employment, Mr Sun would often be the designated driver for the company vehicle driving from Auckland to Kerepehi. He claimed for compensation for this in the Employment Relations Authority

(the Authority). Mr Sun also claimed that Allied Faxi only reimbursed him after he paid for the fuel and so they should compensate him for this action. Allied Faxi denied that it owed Mr Sun any debt or compensation for disadvantage, and that it provided a discretionary benefit by way of subsidised travel to employees living in Auckland.

The Authority concluded that Allied Faxi decided to assist its employees travelling from Auckland by providing them with a work vehicle. This was simply an act of goodwill by Allied Faxi. Allied Faxi agreed to pay the insurance and maintenance costs of the vehicle. The fuel costs of filling the company vehicle were reimbursed to the one who incurred them, upon production of the purchase receipt either in cash or through the payroll system.

Mr Sun was told about the travel arrangement at his job interview, but at that time was not asked nor expected to be the driver of the vehicle. The arrangement was decided collectively by the employees travelling in the vehicle. Mr Sun's employment paperwork did not state nor did Allied Faxi require Mr Sun to drive the Auckland employees to work each day in the vehicle. It did not assign him any responsibility for the vehicle beyond those of the assigned driver. His agreement stated that he needed to have a full driver's licence, but that was only necessary for carrying out his contractual driving duties.

Mr Sun was paid back the fuel cost on time after he applied to payroll for the reimbursement. The petrol refund was an act of goodwill by Allied Faxi. Mr Sun benefitted from this act of goodwill by Allied Faxi, by being able to claim for a petrol cost he would have incurred had he chosen to travel to his place of work in his own vehicle. Mr Sun was not owed anything for paying for the fuel prior to reimbursement. Costs were reserved.

Sun v Allied Faxi New Zealand Food Co. Limited [[2024] NZERA 149; 15/03/24; E Robinson]

Employer wins compensation for employee's refusal to work notice period

Southern Superior Roofing Limited (Superior Roofing) employed Mr Shimozato for a roofing job to start 24 February 2023. He was paid weekly. After a few periods of unavailability, Mr Shimozato left his employment on 8 June 2023 before the job was completed. Superior Roofing submitted to the Employment Relations Authority (the Authority) that it overpaid Mr Shimozato compared to the total days he worked. It claimed a reimbursement for $6,000.

Superior Roofing agreed to pay Mr Shimozato $25,000 for the roofing work. It would pay $2,000 each week until he had been paid the full $25,000. Mr Shimozato, Mr Brown, the sole director, and another worker needed to travel from the South Island to the job in the lower North Island. Mr Brown texted Mr Shimozato on 13 February 2023 that he and the other worker were booked for the ferry on 23 February 2023. The ferries had issues and Mr Shimozato advised he could not get a ferry until 5 March 2023. Mr Brown offered to have Mr Shimozato flown up by plane on 22 February 2023 and his luggage delivered by post. Mr Shimozato ultimately declined the flight that was offered that day because he had not packed yet.

Superior Roofing began the job without Mr Shimozato. By 5 March 2023, most of the first section of the roof had been completed. Mr Brown told Mr Shimozato there was no point coming up for just a short period and then waiting for the scaffolding to go up. Mr Shimozato asked to be paid in advance, which Superior Roofing did. Mr Shimozato worked the next phase of the job from 20 to 30 March 2023, then had to return home for an event. After that, Mr Shimozato worked the agreed times until 29 May 2023.

On 8 June 2023, Mr Shimozato was meant to come back for the next stage of the project. Instead, events soured when he arrived on site and after a brief discussion with Mr Brown, he collected his gear and left. He later texted, "I just grab gears when I am not happy with discussion tonight. But now Im[sic] feeling like dealing with moody [Mr Brown]. Sorry I don't have energy for that. Yes. I'm going now." Superior Roofing had paid Mr Shimozato 600 hours of work at $24,000, when he had only worked 336 hours.

The Authority laid out that Mr Shimozato was paid in advance on the basis that he would work until its completion. His exit without notice breached the employment agreement. Superior Roofing experienced

expenses from this departure including Mr Brown having to put more of his own time into the job and having to employ another labourer. Therefore, the Authority accepted that as a result of Mr Shimozato's resignation, Superior Roofing suffered damage and loss of a foreseeable nature.

Superior Roofing's employment agreement template had a termination clause that provided that if a resigning employee did not provide notice, then the employer could withhold 50 per cent of wages owed. However, Superior Roofing could not locate a signed copy of the agreement. Without this, the Authority could not allow the unsigned terms in the document to be used.

The Authority found that Mr Shimozato was always free to resign on his own accord. However, a notice period of reasonable length would be implied into the parties' work arrangement. It assessed that the damage suffered was what Mr Shimozato should have worked. Combining its estimation of a reasonable notice period and the termination clause in the employment agreement template, it deemed this to be one week. The Authority awarded Superior Roofing $2,000 for Mr Shimozato's notice period and reimbursement of the filing fee at $71.56.

Southern Superior Roofing Limited v Shimozato [[2024] NZERA 154; 18/03/24; H Doyle]

No penalties ordered where parties breached settlement agreement

Ms Williams worked as a deputy principal at St Peters School which was governed by the school's board of trustees (the Board). She lodged a claim with the Employment Relations Authority (the Authority) that an investigation into an allegation against her and resulting report were extensively delayed, with the Board breaching its express obligations under a settlement agreement. She sought for the Board to receive a penalty.

The parties agreed to a settlement on 2 August 2021 that allowed board-appointed lawyer Mr Colgan to continue the investigation he started into Ms Williams' alleged conduct. This settlement also covered the terms of Ms Williams' resignation and set out that Mr Colgan was required to provide a summary of the investigation findings that could be shown to prospective employers. The investigation terms of reference required periodic reports back from Mr Colgan, "usually weekly, if not more frequently". It anticipated that the investigation and final report would conclude by 11 June 2021 but could be varied by agreement between the Board and the investigator upon unforeseen circumstances.

The Board accepted that the investigation took longer than expected but that delays were caused by factors outside its control. This included ill health and other matters on Mr Colgan's end. Once Ms Williams' lawyer sought a compliance order with the Authority to have the investigation findings finalised, he finally provided a draft report on 1 May 2022, concluding that Ms Williams' actions did not constitute bullying or harassment. Ms Williams gave feedback on 9 May 2022 that the summary for prospective employers had not been included. Mr Colgan submitted the final report to the Board on 15 May 2022.

The Board suggested that the terms of reference prevented Ms Williams from raising any proceedings against it. The Authority found that there must be an exception to enforce the settlement. Therefore, Ms Williams could pursue her proceeding. Ms Williams felt the terms of reference stipulated the report was available by 11 June 2021, while the Board felt it had not entered into any contractual obligation. The Authority concluded the settlement did not contain any express obligation for the Board to adhere to the date written. She also argued that the Board breached its obligation to "set agreement" when varying the report's due date. The Authority did not agree. The terms of reference permitted variation change to the report due date but did not require it. Ms Williams also did not have grievance rights for matters arising after her employment relationship finished.

Ms Williams argued that the Board failed in its obligations to regularly communicate regarding the investigator. The Authority disagreed because there were no specific reporting timeframes in the terms of reference, and again, the Board's employment obligations to her ceased after her resignation.

Ms Williams argued the settlement contained an implied term that the Board would take reasonable steps to ensure completion of the investigation and report. The Board attempted to contact Mr Colgan a substantial number of times, but the Authority observed that, given the length of time and some untimely

responses, one could conclude the Board should have done more. The Authority found the Board breached this implied obligation. However, because the Board did not act deliberately, the Authority did not think it warranted a penalty.

The Board also alleged a breach by Ms Williams, where she directly contacted Mr Colgan three times to follow up on her request for a summary report. Mr Colgan did not receive a copy of the settlement, although he was told that they reached agreement and the new requirement of a report summary. He was not told by the Board who the summary was for and in fact later said he was not instructed to provide a summary for Ms Williams. This ultimately meant the summary was not fit for the purpose Ms Williams intended.

The Authority observed that it would have been preferrable if Ms Williams sought the Board's agreement before contacting Mr Colgan about the purpose and intended recipients of the summary. However, this was only a technical breach, and again no penalty was ordered. Costs were reserved.

Williams v St Peters School Board of Trustees [[2024] NZERA 155; 18/03/24; N Craig]

Casual employee's engagements are ended legitimately with a text

Mr Hussaini was employed by Real Bread Limited (Real Bread) as a delivery driver/merchandiser from 12 February 2023 until the engagement ended on 15 February 2023. He raised a personal grievance claiming he had been unjustifiably dismissed and asked for compensatory remedies, including a penalty for not being provided with an employment agreement. Real Bread said Mr Hussaini's employment was casual with no expectation of ongoing work, so there was no issue of unjustified dismissal.

Mr Hussaini approached Mr Cerecke, a business founder and manager, about a delivery driver job he had been told might be available. Mr Cerecke said at the time he had not advertised any job but thought there was some potential to engage a relief driver to cover for a staff member who was about to take two weeks' annual leave. Mr Cerecke said he portrayed the job as casual work, while Mr Hussaini said no discussion of the job being casual took place, and he assumed it was part-time work.

Mr Cerecke showed Mr Hussaini around the bakery and gave him a casual employment agreement, job description and some company policies, including a privacy waiver to check his driver's licence. Mr Hussaini denied receiving an employment agreement, but conceded that he was given a job description, an employee details form, and tax and KiwiSaver forms. Following the interview, Mr Hussaini accompanied Mr Cerecke on a delivery round. Afterwards, he was asked back and placed alongside the existing delivery driver for a couple of days' orientation. Unfortunately, Mr Cerecke said the delivery driver expressed significant concerns about Mr Hussaini's suitability.

By 15 February, Mr Cerecke had not been provided any requested paperwork. He began to have reservations about employing Mr Hussaini on an ongoing basis, due to the driver's significant negative feedback, his own background checks, and customer feedback. Mr Hussaini was not asked to work on 15 February. At around 5pm, Mr Cerecke rang him and left a message advising, "We appreciate the trials you did over the last three days. We have had quite a lot of other people interested and ultimately, we've decided on somebody else, so I'm sorry."

The Employment Relations Authority (the Authority) said due to the parties differing on whether an employment agreement had been provided, it was unable to conclude the threshold for issuing a penalty had been met. It assessed the totality of the circumstances and communication and found Real Bread's position was categorically casual, as well as being described as such, to cover a short period of employee leave. One category the situation fell into was a refusal to offer a further casual engagement. This was a legitimate ending of the employment relationship, so there was no unjustified dismissal.

The Authority considered whether Mr Hussaini was unjustifiably disadvantaged by the way his employment ended. Mr Hussaini was judged using his co-worker's assessment. Mr Cerecke also sought comment from customers and harboured concerns about Mr Hussaini's past. None of these matters were put to Mr Hussaini for comment. Neither was the true reasoning communicated to Mr Hussaini for his dismissal. He was effectively misled to believe another person would be appointed instead.

Employers still have an obligation to deal with casual employees in good faith, which includes treating them fairly and being responsive and communicative. Real Bread's failure to adhere to good faith and fair dealing unjustifiably disadvantaged Mr Hussaini, and so he was entitled to remedies. The Authority ordered Real Bread to pay Mr Hussaini $1,840 for lost wages and $2,000 as compensation. Costs were reserved.

Hussaini v Real Bread Limited [[2024] NZERA 159; 19/03/24; D Beck]

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: Eight Bills

Overseas Investment (Build-To-Rent And Similar Rental Developments) Amendment Bill (28 July 2024)

Climate Change Response (Emissions Trading Scheme Agricultural Obligations) Amendment Bill (28 July 2024)

Therapeutic Products Act Repeal Bill (29 July 2024)

Education And Training Amendment Bill (29 July 2024)

Inquiry into the aged care sector's current and future capacity to provide support services for people experiencing neurological cognitive disorders (19 August 2024)

Regulatory Systems (Immigration and Workforce) Amendment Bill (04 September 2024)

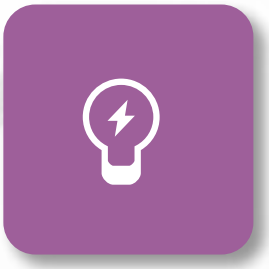
Regulatory Systems (Economic Development) Amendment Bill (05 September 2024)

Customer and Product Data Bill (05 September 2024)

Overviews of bills-and advice on how to make a select committee submission-are available at: https://www.parliament.nz/en/pb/sc/make-a-submission/

The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations.

If you would like to provide feedback about the Employer Bulletin, contact: comms@businesscentral.org.nz
or for further information, call the AdviceLine on 0800 800 362



ENTERPRISE SERVICES

0800 800 362
advice@businesscentral.org.nz
www.businesscentral.org.nz

ADVICELINE

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

TRAINING SERVICES

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

OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

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

EMPLOYMENT RELATIONS CONSULTANTS

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

LEGAL

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

ENTERPRISE SERVICES

0800 800 362
advice@businesscentral.org.nz
businesscentral.org.nz

ADVICELINE

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

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

Our Employer Advisors are well trained and comprise a mixture of legal and business backgrounds. They understand your issues and can help advise you on legal requirements and best practices. They are backed up by a large resource base they can call on to support with you with written resources, guides, and templates.

TRAINING SERVICES

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

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

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

For regular training updates in your area, subscribe to our Training Update newsletter.

04 470 9930, training@businesscentral.org.nz, businesscentral.org.nz

OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

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

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

EMPLOYMENT RELATIONS CONSULTANTS

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

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

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

relationship or it could be confirming a restructuring selection matrix.

LEGAL

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

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

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