BusinessCentral

EMPLOYER BULLETIN

15 July 2024
A Weekly News Digest for Employers

EMPLOYER NEWS

Domino's Pizza franchise owner sentenced for migrant exploitation

MBIE's General Manager Immigration Investigations and Compliance, Steve Watson, says Tsao's sentence is the result of an investigation by the Immigration Compliance team after a complaint was received about a Domino's Kaiapoi employee who had been working in breach of their visa conditions.

Investigators found the employee had been working beyond their visa expiry date but discovered that Tsao had coerced the worker to do so. He was also found to have compelled 3 student visa holders to work beyond the 20 hours per week they were entitled to while studying.

In addition, Tsao was found to have committed serious exploitation of another employee relating to underpayment of wages and leave, and requiring the employee to pay unlawful premiums, with a combined value of NZD$7,061.98.

Mr Watson says the sentence sends a strong message that breaching the law and exploiting migrant workers will not be tolerated and anyone doing so will be held to account.

"I'm incredibly proud of the hard work by our investigators in this case and the empathetic approach they took when dealing with these vulnerable migrants who had been deliberately taken advantage of by their employer," he says.

To read further, please click here.

Migrant exploitation ringleader, Jafar Kurisi, pays significant reparations

On Monday 8 July 2024, Jafar Kurisi, the Bay of Plenty man guilty of exploiting multiple migrants and attempting to pervert the course of justice, was held to account for his actions as he paid his victims $80,000 and was sentenced to 12 months home detention.

Jafar Kurisi, aka Ali or Tauranga Ali, was charged in late 2020, following an investigation into exploitation allegations by a group of migrant workers he previously employed. In January this year, he pleaded

guilty to all charges.

At the Tauranga District Court, Kurisi avoided a prison term by paying significant reparations. Judge Cameron sentenced him to 12 months' home detention and a reparation payment of $80,000 to the three victims.

Steve Watson, MBIE's Immigration Compliance and Investigations General Manager, says thanks to the efforts of investigators working with community, industry and other government agencies to put the victims first, this sentencing will act as a strong deterrent to further offending.

Victim impact statements from two of the complainants submitted for Kurisi's sentencing detailed the financial impact and emotional harm they had experienced, including having pay withheld and being forced to sleep on the ground in a garage.

Both statements detailed how they were paid between $12-$15 an hour when the minimum wage in New Zealand at the time was $18.90. Neither of the victims were paid for all hours worked.

Kurisi is a repeat offender and was previously convicted in February 2017 on four migrant exploitation charges. He was sentenced to 12 months' home detention and ordered to pay $55,000 in reparations.

To read further, please click here.

Changes to client payments from 1 July 2024

Based on movements in the March 2024 Labour Cost Index, clients who have been receiving weekly compensation for more than 26 weeks will have their payments increased by 4.14% from 1 July 2024. The new gross maximum rate of weekly compensation payable will be $2,350.62 per week.

Based on movements in the March 2024 Consumer Price Index, non-taxable entitlements [Independence Allowance and Lump Sums] will increase by 4.02% from 1 July 2024.

Funeral grants, survivor grants and weekly childcare payments will increase as follows:

- Funeral grants: $7,793.13
- Survivor's grants: $8,355.23 for a partner and $4,177.63 for each child under 18 and each other dependent
- Weekly childcare payments: $177.67 for one child, $106.60 each for two children and $248.74 in total for three or more children.

The interest rate ACC will pay on overdue weekly compensation payments will change to 6.967% per annum. Up until 30 June 2024, the interest rate continues to be 5.42% per annum.

A payment is considered overdue if ACC have taken more than one month to pay a client after they have received the information they need to calculate and make it.

To read further, please click here.

COVID tax fraud ends in home detention

An Auckland woman who tried to get nearly $60,000 in COVID relief money was sentenced to 11 months home detention when she appeared for sentence this month.

Samantha Paul applied for Small Business Cashflow scheme loans (SBCS) for three unrelated taxpayers, one for her own company, and one in her own name, when she knew she was not entitled to any of the money.

Paul also illegally accessed myIR accounts without authority.

The three unrelated taxpayers were all clients of a tax agency where Paul previously worked in 2018 and 2019. She noted and kept their myIR login details while she worked there.

Paul applied for $59,000 COVID relief money and was paid out just over $47,000 before her deceit was discovered. Nearly $12,000 has been recovered. The money was paid into her accounts and those of an associate, Jason Gray*.

Paul received an end sentence of 23 months' imprisonment which the judge commuted to a sentence of 11 months' home detention, and noting that Paul has a young child in her care. The Judge warned that if Paul reoffended during the HD sentence, she would be sent to prison.

*Jason Gray was sentenced to 20 months in prison in May 2023 on charges of dishonestly using two SBCS application forms to get nearly $14,000. He was also sentenced on forgery and breach of home detention.

To read further, please click here.

Government lifts Indonesian trade cooperation

New export arrangements signed on 9 July 2024 by New Zealand and Indonesia will boost two-way trade, Trade and Agriculture Minister Todd McClay says.

Mr McClay and Dr Sahat Manaor Panggabean, Chairman of the Indonesia Quarantine Authority (IQA), signed an updated cooperation arrangement between New Zealand and Indonesia in Auckland.

"The cooperation arrangement paves the way for New Zealand and Indonesia to boost our $3 billion two-way trade and further cooperation on food safety, animal health, and plant health, to build capability and technical expertise," Mr McClay says.

The Ministry for Primary Industries (MPI) and the IQA also signed a new arrangement for electronic export certification and two export plans for New Zealand onions and Indonesian pineapples to further grow two-way trade.

"The new arrangement for electronic export certification signals New Zealand's and Indonesia's commitment to streamlining trade and digitising government processes," Mr McClay says.

"Both countries will now work closely to replace paper-based export certificates with electronic certificates to help streamline border processes, simplify processes for businesses, and help get products into market sooner."

To read further, please click here.

Government unveils five-point climate strategy

The coalition Government is proud to announce the launch of its Climate Strategy, a comprehensive and ambitious plan aimed at reducing the impacts of climate change and preparing for its future effects, Climate Change Minister Simon Watts says.

“The Strategy is built on five core pillars and underscores the Government’s commitment to delivering on our climate change goals,” Mr Watts says.

The pillars are:

- Infrastructure is resilient and communities are well prepared
- Credible markets support the climate transition
- Clean energy is abundant and affordable
- World-leading climate innovation boosts the economy, and
- Nature-based solutions address climate change.

“Households, businesses, and our economy are already feeling the effects of climate change. We have seen what severe weather can do to infrastructure and property, and how that disrupts our supply chains and communities,” Mr Watts says.

“Our Government has committed to meeting our climate change targets - reducing net emissions is one of the nine Government targets to achieve better results from the public service.”

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Employee bound by terms of employment he did not read

W worked as a maintenance assistant for YZ from early November 2020. In December 2020, YZ received a serious complaint about W from another employee. On 21 December 2020, YZ told W that his employment had come to an end due to the seriousness of the complaint. The complaint turned into criminal proceedings against W for which he was later acquitted. He took employment advice, then five months later, raised a personal grievance against YZ for unjustified dismissal. He sought leave from the Employment Relations Authority (the Authority) to raise his personal grievance outside of the 90-day timeframe.

The parties argued whether W's individual employment agreement (the agreement) contained a clause informing W of the 90-day timeframe on personal grievances, as required by law. If the clause was absent, the Authority could consider an employee's situation to fall into exceptional circumstances, meaning W would not be restricted from raising the grievance outside of the 90-day timeframe.

W signed an engagement letter for a casual employment agreement on 25 November 2020. It invited W to "undertake a casual term of employment on the terms of engagement in this letter and in the [YZ] Core Terms and Conditions of Employment for Casual Employees that were provided to you in your original casual term letter (the Terms)". The Terms included a clause on how to raise a personal grievance.

The engagement letter said that "As this is a casual agreement, no termination clause is required, but as a courtesy, either party will endeavour to provide 7 days' notice if the contractual relationship is no longer required." W signed under a declaratory paragraph that he had read, considered, and agreed to the terms, was given a reasonable opportunity to seek independent advice, and understood his employment was on an "as required" basis without expectation of ongoing or permanent employment.

W did not specifically sign the Terms and claimed he did not receive them. He said he was "old school" and liked to do things on a "handshake". He acknowledged he did not read the letter before he signed it. As a result, he did not follow through to its reference to the Terms. The Authority found that by signing the engagement letter, W agreed to be bound by the Terms. If they were not attached, W had the opportunity to ask about them, which he did not.

YZ provided proof that an email was sent on 30 November 2020 where it had re-sent the Terms to W. The email attached W's casual employment agreement and the offer letter. W confirmed to the Authority that the email went to his correct email address. The signed letter W sent back was dated 9 December 2020, which the Authority found meant he likely downloaded the letter off the email YZ had sent which also included a copy of the Terms.

The Authority concluded that W had received and signed YZ's engagement letter of employment, which referred him to the Terms, and which included an explanation of the process for raising personal grievances. It deemed that W understood he had a time limit to bring a personal grievance. It rejected the exceptional circumstance that W had applied for.

The Authority noted that even if YZ caused an exceptional circumstance by failing to include a personal grievance clause in the Terms, it did not cause W's delay in raising his grievance. This is because he had been advised not to raise any personal grievance until after the criminal allegations had been resolved.

W's application to bring his personal grievance application outside of the 90-day timeframe was therefore dismissed. Costs were reserved.

W v YZ [[2024] NZERA 96; 21/02/24; A Baker]

Authority declines application for interim injunction regarding restraint of trade

Mr O'Neill worked for U-Fly New Zealand Limited (U-Fly) as a flight instructor from 8 May 2023 until he resigned with his last day of employment being 8 January 2024. U-Fly filed an application for interim injunction at the Employment Relations Authority (the Authority) on 29 January 2024 on the belief that Mr O'Neill had accepted employment as a flight instructor with a competing business, Learn to Fly Limited (LTF). The employment agreement between Mr O'Neill and U-Fly contained a restraint of trade provision which U-Fly tried to enforce.

The Authority was advised that Mr O'Neill had worked for Wanaka Helicopters Limited (WHL) in the role of administrative assistant and ground crew. WHL was associated with LTF and shared the same sole director. During his brief employment with WHL, he had undertaken "contracted" training flights or assisted in ground and flight operations for LTF.

The Authority focused on the provisions of the restraint of trade clause in Mr O'Neill's employment agreement. The restraint of trade prevented Mr O'Neill, for a period of six months, from being engaged by a flight training or flight business "within a radius of 100 kilometres of the business premises of the Employer".

In considering a request for an injunction, the Authority considered the well-established legal test. The applicant had to show there was a serious question to be tried. Consideration must then be given to the balance of convenience and the impact on the parties of the granting of, or refusal to grant, the interim orders sought. The impact on any third parties will also be relevant and the overall interests of justice are to be considered while standing back from the detailed assessment required with the earlier steps.

In considering the reasonableness of the restraint provision, the Authority observed that it was unusual to see a clause like this, given that Mr O'Neill's wage put him in a low-paid worker category. The Authority was also uneasy about the hasty manner in which the employment agreement was signed and whether Mr O'Neill had been advised he could seek independent advice before signing. Other concerns were the geographical restriction imposed and the six-month time limit. Despite these arguments, U-Fly were able to show there was an arguable case to enforce the restraint of trade clause.

The Authority did not condone Mr O'Neill's breach of the restraint and the objectively surreptitious way it occurred, but the balance of convenience marginally did not favour the granting of the interim restraining order sought.

In considering the overall justice of the matter, the Authority observed whether an evident breach of the restraint of trade provision was a serious question to be tried. Given Mr O'Neill's relatively low wage rate while employed at U-Fly, it was strongly arguable that the length of the restraint was excessive.

The Authority further observed that employment relationships need be taken seriously, and ideally, independent advice sought when entering agreements containing complex post-employment obligations. Likewise, employers need to spend time on explaining such restraint provisions during bargaining and highlight them clearly using plainly understood language and a concise layout.

Despite there being an arguable case made out, the Authority found that the balance of convenience and overall justice factors did not favour granting the interim orders sought. A substantive hearing was considered a better forum to deal with Mr O'Neill's apparent breach of the restraint provision and to hear a more detailed exposition of what U-Fly considered its losses to be, plus what other remedies it might seek. The application for an interim injunction was declined and the matter was referred for a further hearing. Costs were reserved.

U-Fly New Zealand Limited v Cody O'Neill, Learn to Fly NZ Limited and Wanaka Helicopters Limited [[2024] NZERA 120; 29/02/24; DG Beck]

Authority finds that employer did not make verbal offer to compensate employees for ideas

Mr Reid commenced employment with Sedgwick New Zealand Limited (Sedgwick) as a building consultant on 28 March 2022. Among other things, Sedgwick provided forensic accounting and loss adjustment services to insurance businesses and corporates in New Zealand and overseas. It was alleged that on 4 May 2022, during an induction meeting over Microsoft Teams, that Mr Van Zyl, Sedgwick's Chief Executive, "solicited" new ideas or processes from staff by promising them a share of the proceeds for their idea or process if it benefitted the company financially.

Mr Reid said he accepted the offer and provided details of an estimating software package known as Xactimate which allowed contractors and loss adjusters to have a more streamlined and efficient process.

On 29 June 2022, Mr Reid emailed Mr Van Zyl raising concerns about his current salary. He also enquired about whether he would receive credit for the introduction of Xactimate to the company and be compensated accordingly. He also indicated that senior staff members had told him he would be appointed as the North Island administrator for Xactimate. Mr Van Zyl replied, rejecting the claim that any profit-sharing arrangements had ever been offered and referred Mr Reid to his supervising manager to address the other concerns.

On 1 July 2022, Mr Reid sent a further email to Mr Van Zyl making various allegations and resigned on the same day without working out his notice. Upon his resignation, Mr Reid emailed various stakeholders and clients of Sedgwick and the Insurance Council of New Zealand (ICNZ) making various allegations. The ICNZ found these allegations held no substance.

Mr Reid raised a personal grievance with the Employment Relations Authority (the Authority) alleging that Sedgwick breached a verbal agreement. In response, Sedgwick denied the existence of any such agreement. It further stated it was already aware of Xactimate and knew it could not use it as the Xactimate software owner ceased services to the Australasia region from July 2022.

The Authority observed that the difficulty with Mr Reid's case was the lack of supporting evidence of the offer purportedly made by Mr Van Zyl to compensate an employee for their idea or improved process that generated revenue for Sedgwick. The offer was purely oral and was not evidenced in writing. The Authority heard from two Sedgwick personnel who attended the meeting, Ms Matthews and Mr Alcock, who gave evidence that no such undertaking was made. The PowerPoint presentation also did not contain the alleged offer.

In considering the plausibility of the alleged offer from Mr Van Zyl, the Authority observed that the verbal offer of compensation, as claimed by Mr Reid, had no mechanism for awarding compensation and no expiry as to how long Sedgwick would be required to compensate an employee for their idea or process. Such a wide and open-ended offer exposes the company to liability for an indeterminate amount of money for an indeterminate period, which Mr Van Zyl would not have done, given his long tenure at Sedgwick.

In considering the information and evidence cumulatively, evidence that supported Mr Reid's claim of an alleged offer by Mr Van Zyl was sparse. On the other hand, there was ample evidence and information to support Sedgwick's argument that no such offer was in fact made. Even if an offer had been made, any benefit to the company for using Xactimate could not be credited to Mr Reid because the software was already on its "radar" and therefore Mr Reid's idea or process was neither new nor novel to Sedgwick.

The parties agreed that the alleged offer of compensation was never evidenced in writing. Even so, verbal contracts were just as legally enforceable as written ones. That said, there must first be an "offer" made by the offeror, who intended to be immediately bound by the terms of their offer. The Authority found that no such offer of compensation was made by Mr Van Zyl to those who attended the induction call in early May 2022. Mr Reid's application was found to be unsuccessful and therefore dismissed. Costs were reserved.

Reid v Sedgwick New Zealand Limited [[2024] NZERA 117; 28/02/24; P Fuiava]

Employer refuses to consider existing employee for similar role

HGO commenced employment with Larson-Juhl NZ Limited (Larson-Juhl) on 7 July 2011. Her role was as a warehouse person with reasonably varied duties. In October 2022, she was moved into a customer services role and promised a pay rise. This was not formalised in writing nor did the wage increase materialise. In early 2023, a decision was made to formally relocate the customer services role to Christchurch. HGO thought that she would be offered the position since she had been in the role since October 2022. She told Larson-Juhl that she wanted to stay in the customer services role on a full-time basis, but Larson-Juhl told her that she was "too old and unqualified for the role." The position was advertised, and a new employee was hired.

Upon returning to her warehouse role, she was told that her hours needed to be reduced. She advised she did not want her hours reduced but was told that the decision had been made. Her full-time hours were reduced by six hours a week from 17 February 2023. Following unsuccessful mediation in April 2023, HGO resigned.

HGO applied to the Employment Relations Authority (the Authority) and claimed she had been constructively dismissed. HGO also claimed Larson-Juhl should be penalised for breaching its good faith obligations. HGO also sought compensation, reimbursement for the wages lost when her hours were reduced, and lost wages from after she resigned. Larson-Juhl refuted the claims and maintained that the resignation was voluntary.

After hearing witness statements, the Authority concluded it was more likely than not that HGO had been undertaking customer service work, from October 2022 to February 2023, which was a change to her usual role. There were conflicting statements made about what was said to HGO in February 2023. However, the Authority concluded that statements were made to HGO about their age and skills and so she reached the conclusion, not unreasonably, that these issues resulted in the advertisement of the role and were preferred qualities for a new candidate.

The Authority found that HGO had a claim for unjustified constructive dismissal. The advertising of the role she was in, without any consultation, along with comments made about the preferred candidate, caused damage to the employment relationship. These factors, along with reducing her work hours without her agreement, and then Larson-Juhl refusing to enter mediation until a grievance had been lodged, made her resignation reasonably foreseeable.

Larson-Juhl believed that HGO's initial positive reaction to the proposal to change her hours was indicative of her agreement to the changes. However, evidence placed before the Authority clearly set out that HGO did not consent to the changes and had indeed sought to resolve the dispute through mediation.

The Authority found that a penalty was warranted against Larson-Juhl for breaching good faith obligations. There was a failure by Larson-Juhl to be responsive and communicative about the customer services role. HGO was not advised before decisions were made about advertising the customer services role that she had been undertaking. She was then told the role was only temporary when that fact was not made clear to her. Whilst HGO was encouraged to apply for the advertised role, she was almost inevitably going to be unsuccessful given the reason for its advertisement. The Authority considered the breaches to be deliberate, serious, and sustained.

Larson-Juhl was ordered to pay HGO $1,447.80 to reimburse the six hours her work was reduced each week for eleven weeks, with interest of $64.51. It was also made to pay $11,804 being reimbursement for lost wages, and compensation worth $30,000. Larson-Juhl was also ordered to pay a penalty in the sum of $5000 to the Crown. Costs were reserved.

HGO v Larson-Juhl New Zealand Limited [[2024] NZERA 95; 21/02/24; H Doyle]

Termination of employment was justified

Mr Lawrence worked for Wai-West Horticulture Limited (WWH) from 2010, until he was dismissed in August 2022 for serious misconduct. The process that led to his dismissal started in June 2022 when WWH employees started to notice that log entries made by Mr Lawrence regarding the use of machinery did not seem to match up with the fuel metres. WWH started to investigate the matter and found that Mr Lawrence had dispensed more fuel than other employees. Other employees then came forward to report further log entry discrepancies.

In July 2022, Mr Lawrence attended a meeting, along with his lawyer. Further details were sought by Mr Lawrence at this meeting and duly provided by WWH. A further meeting was held on 4 August 2022 after which a preliminary decision to terminate employment was issued on 10 August. The letter responded to Mr Lawrence's explanations. After some email exchanges between WWH and Mr Lawrence, WWH terminated Mr Lawrence's employment on 12 August 2022.

Mr Lawrence raised a personal grievance with WWH claiming that he was unjustifiably dismissed, based on accusations of theft. He said no theft was ever proven by WWH or criminally by the Police. He also felt that WWH did not follow a proper dismissal procedure. He sought reimbursement of lost wages and compensation. WWH refuted the claims.

Most orchard blocks had a diesel fuel tank for orchard equipment such as tractors and diggers. Each orchard tank had a logbook for the dispensing staff member to write the date, time, machine ID, its hours or kilometre reading, and fuel usage data. Sometimes, the dispensing staff member filled tote bags rather than a tractor or other equipment directly. The logbook included a request for the dispensing staff member to send a picture of their entry to a WhatsApp group chat to assist with reconciliation of fuel use. Logbooks were supposed to remain at the orchard.

In determining the justification for termination, the Employment Relations Authority (the Authority) needed to consider whether WWH sufficiently investigated the matter considering its available resources, whether concerns were raised with Mr Lawrence prior to dismissal, whether WWH gave Mr Lawrence a reasonable opportunity to respond to its concerns before dismissing him, and whether WWH genuinely considered Mr Lawrence's responses before dismissing him.

The Authority found that WWH followed its own policies and procedures for investigating allegations. Mr Lawrence was provided with all the details of the allegations and given every opportunity to respond to them, before the decision was made to terminate his employment. The Authority also found that WWH gave genuine consideration to comments and explanations provided by Mr Lawrence.

Mr Lawrence asked the Authority to consider if the outcome was predetermined. The Authority found no evidence to support this view.

A point raised in response to WWH's preliminary decision letter was that it conducted an "investigation phase" but not a "disciplinary process". However, in an earlier letter from 28 June 2022, the Authority observed that WWH expressly advised Mr Lawrence that the "formal meeting" may result in disciplinary action up to dismissal. Mr Lawrence was always properly on notice that WWH might make a decision that would adversely affect the continuation of his employment.

Mr Lawrence was critical that WWH did not provide witness interview records or signed statements for the employees who were spoken to. However, WWH did ask Mr Lawrence for his response on what the other employees said. It set that out in the initial letter in subsequent correspondence, at both meetings and in the preliminary decision. The concerns that WWH based its decision on were undisputed matters and the implausibility of Mr Lawrence's explanations. The Authority felt that witness records or signed statements would have added nothing to WWH's investigation, Mr Lawrence's ability to respond, or WWH's decision. The Authority did not view this element as a disadvantage.

In conclusion, the Authority found that WWH followed its full and fair disciplinary process and came to the view that Mr Lawrence had taken fuel from the company for his personal use, causing it to lose trust and confidence in him. WWH's actions and how it acted were what a fair and reasonable employer could have done in the circumstances at the time. Mr Lawrence was found not to have established a personal grievance. Costs were reserved.

Lawrence v Wai-West Horticulture Limited [2024] NZERA 143; 11/03/24; P Cheyne]

Clarification: Employer Bulletin 5 July - Sharma v Profile Foods Limited [[2024] NZERA 84 14/02/2024; P Fuiava]

The summary of this case stated Ms Sharma lodged her statement of problem on 12 July 2023, seven days after her deportation. By way of clarification, Ms Sharma's statement of problem was lodged seven days after she had been served with a deportation order that required her to depart New Zealand. In late July 2023, she voluntarily returned to India after being served with a deportation

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: Twelve Bills

International treaty examination of the agreement on the Indo-Pacific Economic Framework For Prosperity (18 July 2024)

International treaty examination of the Indo-Pacific Economic Framework for Prosperity Agreement Relating to a Clean Economy (18 July 2024)

International treaty examination of the Indo-Pacific Economic Framework for Prosperity Agreement Relating to a Fair Economy (18 July 2024)

International treaty examination of the Indo-Pacific Economic Framework for Prosperity Agreement Relating to Supply Chain Resilience (18 July 2024)

International treaty examination of the Exchange Of Letters reaffirming an Agreement between the Government of New Zealand and the Government of Australia on the Application of the Agreement Establishing the Asean-Australia-New Zealand Free Trade Area (18 July 2024)

International treaty examination of the Second Protocol to Amend the Agreement Establishing the Asean-Australia-New Zealand Free Trade Area (18 July 2024)

Sentencing (Reinstating Three Strikes) Amendment Bill (23 July 2024)

Education And Training Amendment Bill (25 July 2024)

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)

Inquiry into the aged care sector's current and future capacity to provide support services for people experiencing neurological cognitive disorders
(19 August 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
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Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

LEGAL

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

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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.

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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.