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Vital.

Employment & Immigration News

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Inside this issue:

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Tēnā koutou katoa

Welcome to our Autumn edition of Vital.

To a large extent, the focus of the articles in this edition is recent changes to Employment and Immigration law. Jess discusses investor status visas and in a joint article with Rebecca, looks at letters of expectation – are they a helpful tool or a legal risk? Georgie discusses amendments to the Employment Relations Act and how casual employment can attract liability. Jack focuses on the new Employment Relations Act amendments in relation to employee contribution and reduction in remedies. I discuss the proposed Employment Relations changes allowing for pre-termination negotiations.

As a team, we have found it interesting that some of the changes implemented by the coalition government for the benefit of employers are not necessarily being adopted. Several employers have told us that they do not intend to take advantage of no liability dismissals for employees earning over $200,000 per year. Their reasoning is that this will adversely impact on culture and demotivate existing employees. If implemented for new employees, there is a risk of a two-tier employee culture.

Breach of contract claims, including failing to provide a healthy and safe workplace, together with disadvantage grievances, still remain available. Some employers have told us that they don't want innovative employees creating a new body of caselaw, at their expense, because they are disgruntled at being dismissed. These employers are comfortable addressing dismissal personal grievances within the current, established landscape.

We also have impending changes to the Health and Safety legislation and Holidays Act to look forward to. The coalition government anticipates these coming into effect before the election.

So, lots of current changes to come up to speed with and more anticipated changes in the future. It's never boring in the world of employment.

We are also thrilled to celebrate James Cowan's recent admission to the Anderson Lloyd Partnership. James has a number of areas of speciality including Protected Disclosures, Health and Safety and Investigations, in addition to his extensive employment experience. AJ and I are excited to work with James to continue to grow our national employment, health and safety and immigration practice.

We hope you find this edition of Vital an enjoyable, informative, and stimulating read.

AJ Lodge, Partner

John Farrow, Partner

Pre-termination negotiations: Panacea or poisoned chalice?

The Employment Relations (Termination of Employment by Agreement) Amendment Bill has now come back from Select Committee and is due for its second reading.

The Bill seeks to facilitate protected conversations between employers and employees to allow them to come to a mutual agreement to terminate employment.

The Bill would achieve this by amending the Employment Relations Act 2000 (Act). It would introduce 'pre-termination negotiations' – protected conversations between employers and employees for the purpose of terminating employment, regardless of whether or not there is an existing employment relationship problem. It would establish the framework for a termination agreement, following successful pre-termination negotiations.

The Bill also seeks to prevent employees from making a legal complaint against their employer once a settlement has been agreed to.

'Pre-termination negotiations' are defined as all discussions, correspondence and other interactions between the employer and employee about the termination of the employment relationship.

Under the proposed legislation, an employer may ask an employee to begin pre-termination negotiations.

To meet the legal requirements, the employer's request must inform the employee of their right to obtain representation before responding and at any other time in any process that follows. It must give the employee reasonable opportunity to obtain that representation and provide the employee with specific information.

Those concepts are already familiar to those practicing in the employment jurisdiction. Employees must be given a reasonable opportunity to seek advice in relation to proposed employment agreements and in relation to 90-day trial periods.

The Employment Relations Authority and the Employment Court are likely to interpret these amendments extremely restrictively. That is because they seek to remove a number of fundamental protections currently available to an employee under the Act. The Act specifically acknowledges the power imbalance between employer and employee, and seeks to protect employees from abuse of power.

The high-water mark in relation to 90-day trial periods was the case of Blackmore where Judge Colgan ruled that, even though the employee had signalled they did not wish independent advice, the employer was required to provide a reasonable period of time for the employee to obtain such advice. It is likely that similar standards will be applied to pre-termination negotiations.

The employee will be entitled to decline an employer's request. However, if the employee agrees, the employer must make a record of the request and of the employee's response.

The request can be made in circumstances where there is no existing employment relationship problem. The request, in and of itself, does not provide grounds for an employee to raise a personal grievance.

A request cannot be made more than once in any six month period unless there is a genuine reason based on reasonable grounds.

However, a reminder of a request given a reasonable time after the request is made is not a new request.

The employer must provide the employee with the following information:

- that they may decline the request to begin the pre-termination negotiations;
- that negotiations may not begin without the employee's agreement;
- that the duty of good faith under s 4 is met during pre-termination negotiations if the parties do not, whether directly or indirectly, do anything –
    - to mislead or deceive each other during the negotiations; or
    - that is likely to mislead or deceive each other during the negotiations.
- that the employee's employment may be terminated only if the parties enter into a termination agreement;
- that the employee is entitled to obtain independent advice on the proposed terms of a termination agreement;
- that the terms of the termination agreement are in full and final settlement of any cause of action arising out of the employment relationship between the parties.

Termination agreements must:

- specify the sum the employer is to pay the employee for agreeing to terminate the employment relationship;

- state the agreement is made under the relevant legislation;
- be in writing;
- be signed by the employer and the employee;
- before the employee signs the termination agreement, the employer must inform them that they are entitled to seek independent advice on the proposed terms and provide them with a reasonable opportunity to obtain that advice;
- specify that terms are in full and final settlement of any cause of action arising out of the employment relationship between the parties and are final and binding on, and enforceable by, the parties.

Again, the Courts are likely to adopt a very restrictive interpretation of this provision.

The proposed amendments include a prohibition on employers engaging in unfair pre-termination negotiations. If the Authority finds that the employer has engaged in unfair pre-termination negotiations, it may make an order cancelling the termination agreement, reinstate the employee to their former position and reimburse them for lost wages and/or compensation for humiliation, loss of dignity and injury to feelings.

'Unfair pre-termination negotiations' are defined as *knowing or ought to have known that the employee at the time of pre-termination negotiations or entering into the termination agreement is unable to adequately understand the provisions or implications of the agreement by reason of diminished capacity due to, for example:*

- *age;*
- *sickness;*
- *mental or educational disability;*
- *disability relating to communication; or*
- *emotional distress.*

Unfair pre-termination negotiations also include circumstances in which an employee reasonably relies on the skill, care or advice of the employer or the employer's representative or is induced to enter into the termination agreement by oppressive means, undue influence or duress.

Evidence of pre-termination negotiations is inadmissible in any proceedings before the Authority or Court. However, if the Authority or Court determines that there have been unfair pre-termination negotiations, evidence may be admissible of a defective process resulting in the employee being treated unfairly; failure to comply with the terms of a termination agreement resulting in an employee being treated unfairly; or where evidence of pre-termination negotiations is required to prove the terms of a termination agreement or the existence of a termination agreement.

Opinion

It has always been difficult for employers to navigate discussions with employees they wish to terminate. Anything indicating an employer has already formed a view that the employment relationship needs to come to an end, may be evidence of predetermination.

That has resulted in employers often adopting alternative processes to achieve the end goal. Restructuring is a case in point. Performance management and disciplinary processes are time consuming, resource intensive and require particular attention to detail to ensure a fair process.

Sometimes employers seek the sanctity of a 'without prejudice' mediated setting to have such conversations.

While the proposed amendments will provide a degree of protection for employers seeking to have such conversations, they also provide an employee with protection in the event that they don't wish to have such a conversation or in the event of negotiated settlements.

Currently negotiated termination settlements do not require an employee to seek and obtain independent legal advice (although it is recommended). In circumstances where an employer is seeking to take advantage of an employee, they may do so if the employee doesn't take advice beforehand. When advisors become involved, an employee will generally end up with a better outcome.

Under the proposed legislation, for a termination agreement to be binding, an employee must not only be told of their right to seek independent advice but also given a reasonable time to obtain that advice.

The new legislation will enable difficult conversations to be had without the same degree of risk that currently exists. However, employers should carefully consider the fallout of such conversations. Learning that your employer wishes you to leave is incredibly demotivating and could result in loss of productivity, obstructive and difficult behaviour, and even active undermining of an employer. While these behaviours may give rise to disciplinary and performance processes, the ultimate goal of terminating the employee in a low-key and timely fashion may be undone.

John Farrow,
Partner

Pathways to residency in Aotearoa through investment

With landscapes straight out of The Lord of the Rings, a reputation for being one of the world's safest and most stable countries, and a well-known, laid back Kiwi attitude, New Zealand has long been regarded as one of the world's most desirable places to live, consistently ranking highly in global relocation surveys.

Appeal continues to rise. The Wall Street Journal recently published that the number of US citizens approved as New Zealand residents has jumped 37% between 2018 and 2025 and that the draw is lifestyle, political stability and safety.

While skilled work remains the primary pathway to residence, New Zealand has significantly reshaped its business and investor routes in recent years, including major reforms to the Active Investor Plus Visa and the introduction of the Business Investor Work Visa in 2025, in a bid to "roll out the welcome mat" to investor migrants.

Active Investor Plus Visa

The Active Investor Plus (AIP) Visa is New Zealand's main investor residency pathway, designed to attract substantial foreign capital. It replaced the older Investor 1 and Investor 2 categories.

The visa requires applicants to invest either:

- NZD $5 million for three years in acceptable investments under the Growth category, or
- NZD $10 million for five years in acceptable investments under the Balanced category

Acceptable investments for the Growth category focus on higher-risk investments which include direct investments or managed funds. There are a wider range of acceptable investments for the Balanced category and the ability to choose lower risk investments, which can include direct investment, managed funds, listed equities, philanthropy, bonds, or certain property developments.

AIP visa holders can apply for permanent residence after the investment period ends.

Since April last year, 573 applications for AIP visas have been made, resulting in bringing $3.39 billion into New Zealand.

A recent policy change means AIP visa holders can now purchase or build a residential property in New Zealand over $5 million, without needing to spend 6 months a year here. We expect this to encourage an increase in application numbers.

Business Investor Work Visa

The Business Investor Work (BIW) Visa is for foreigners who want to invest and operate a business in New Zealand. It replaces the now closed Entrepreneur Work Visa.

Applicants must invest at least NZD $1 million in an acceptable established New Zealand business that they intend to actively run. Applicants must also have NZD $500,000 in settlement funds.

The business must have been in trading for at least five years and employ at least five full-time equivalent staff. Applicants must intend to create at least one new full-time job for a New Zealand citizen or resident.

Applicants need to demonstrate business experience and be 55 years old or younger.

A BIW Visa is valid for up to four years and offers a 3-year or 12-month pathway to residence, depending on how much you invest.

Parent Retirement Resident Visa

Alongside the AIP and Business Investor Work Visa options, New Zealand also offers a dedicated pathway for families through the Parent Retirement Resident (PRR) Visa. The PRR is designed for parents of New Zealand citizens or residents who want to reunite with their children living here and contribute to the local economy. It enables financially independent individuals to secure residence without relying on the ballot-based Parent Resident Visa system. It is also a good option for individuals who cannot meet the AIP visa requirements.

Applicants must:

- Have a child who is a New Zealand citizen or resident
- Invest at least NZD $1 million in acceptable New Zealand investments for a minimum of 4 years
- Have an additional NZD $500,000 in settlement funds
- Demonstrate a minimum annual income of NZD $60,000

PRR Visa holders can apply for permanent residence after four years of keeping their funds invested in New Zealand.

Conclusion

New Zealand has multiple routes to residence for foreigners prepared to make a genuine economic contribution to our country, reflecting a broader commitment to attracting high value migrants who can support growth in Aotearoa.

Jessica Higgins,
Senior Associate

Letters of expectation: A helpful tool or a legal risk?

Employers are increasingly turning to Letters of Expectation when concerns arise but a formal warning cannot be justified.

Used properly, Letters of Expectation can clarify standards and prevent issues from escalating. Used poorly, they can expose the employer to claims of unjustified disadvantage and undermine the integrity of any later disciplinary process.

Two recent cases illustrate how Letters of Expectation can either be a legitimate management tool or, if mishandled, an unjustified disadvantage.

Massof v Inland Revenue [2025][1]

In *Massof v Inland Revenue*, the Employment Relations Authority was asked to determine whether Ms Massof was unjustifiably disadvantaged by the issuing of a Letter of Expectation.

Ms Massof became aware that Inland Revenue (IR) was providing period products to staff by placing them in both male and female bathrooms. She made a post about this on the internal intranet, stating: *This is awesome but a shame it took so long coming. And interesting, now that men can menstruate, free period products are available in IR bathrooms*.

Some employees including those belonging to the rainbow community were offended by this comment. Ms Massof's manager met with her, explained their concerns, gave Ms Massof an opportunity to speak in return, and then proceeded to outline IR's expectations going forward. A Letter of Expectation followed reminding Ms Massof of her obligations under the Code of Conduct. The letter told Ms Massof to exercise discretion when expressing her views, particularly when it could cause offence or division. The letter said that if Ms Massof did not follow these expectations, there would be a discussion with management.

The Authority held this letter did not disadvantage Ms Massof. The letter reflected the minimum standards of professional behaviour that she was already bound to follow, it was kept confidential and not placed on her file and there was no evidence it impacted her prospects for promotion or her status within IR.

Johnson v Chief of New Zealand Defence Force [2019][2]

The Authority determination can be contrasted with the Employment Court's decision in *Johnson v Chief of NZ Defence Force*.

The NZ Defence Force (NZDF) believed Mr Johnson had sent a critical, anonymous email to the Deputy Prime Minister's office. NZDF undertook an inquiry which the Court held was inadequate.

NZDF subsequently wrote a letter to Mr Johnson stating no disciplinary process would be pursued but that a probability assessment showed it was very likely Mr Johnson had sent the email, although NZDF was willing to give him the benefit of the doubt on this occasion. The letter further said that Mr Johnson would need to undertake a "security refresher", and that any incident of a similar nature or breach of security in the future would result in a disciplinary process.

Mr Johnson regarded the letter as being a formal record that his employer concluded he had very likely sent the email, and that the letter was, in essence warning him not to do this again.

The Court held he was plainly disadvantaged by the letter. It rendered Mr Johnson's employment less secure by giving a warning that was not justified. This case highlights the risk of issuing a letter that effectively acts as a warning without the procedural safeguards required for one.

Summary

Employers commonly turn to Letters of Expectation when a formal warning cannot be justified or when a process has become flawed and the employer needs to reset without abandoning the issue entirely. While Letters of Expectation can be a useful tool, they still carry legal risk if issued without proper enquiry, consultation, or a fair process. The fact that the letter is not an official warning is not a get out of jail free card.

Under the Employment Relations Act, any employer action, whether disciplinary or not, must meet the Test of Justification. The question is whether the employer's actions, and the way they acted, were what a fair and reasonable employer could have done in all the circumstances at the time. A fair and reasonable employer will investigate the concerns, raise them with the employee, genuinely consider their response, and only then decide whether a Letter of Expectation is appropriate.

Although these letters are often positioned as low level interventions, they can still carry employment consequences. Employees have 90 days to raise a personal grievance if they believe a Letter of Expectation was unjustified.

For employers, the key is to use Letters of Expectation carefully. Ensure the concerns are properly explored, the process is fair, and the letter is used to clarify expectations, not to bypass the formal warning process when the evidence does not support one.

Jessica Higgins,
Senior Associate

Rebecca Laney,
Associate

[1] *Massof v The Chief Executive of Inland Revenue Department* [2025] NZERA 402

[2] *Johnson v Chief of New Zealand Defence Force* [2019] *NZEmpC 192*

Contribution revisited: A pendulum swing toward employers?

One of the most significant, and perhaps under appreciated, changes introduced by the Employment Relations Amendment Act 2026 is the reshaping of how employee contribution affects remedies in personal grievance claims.

Previously, where an employee's conduct contributed to the situation giving rise to a grievance, the impact was often modest, and employers frequently still faced substantial awards for compensation, lost wages, or reinstatement.

That position has now materially changed.

What has changed?

The Amendment Act strengthens the consequences of employee contribution by requiring the Employment Relations Authority and the Employment Court to reduce or remove remedies in a much more direct and prescriptive way.

In broad terms:

Where an employee's actions contributed to the situation giving rise to a personal grievance, reinstatement and compensation are not available as remedies.

Where that contribution amounts to serious misconduct, no remedies are available at all.

Where any remedies are payable, they may be reduced by up to 100 percent.

While contribution has always been relevant, the new framework removes much of the discretion that previously allowed substantial remedies to be awarded despite clear and significant employee fault.

A rebalancing exercise

These changes reflect the broader legislative theme of the 2026 amendments: rebalancing risk and responsibility within the employment relationship.

From an employer perspective, the previous regime often produced outcomes that felt disconnected from workplace realities.

These changes signal a clear policy shift away from that approach, with greater emphasis placed on the employee's conduct.

In that sense, the pendulum has swung to some degree toward employers.

Why this matters in practice

The practical implications for employers and employees are significant.

Employees will be more cautious in bringing personal grievance claims, given the increased risk regarding remedies.

Employers will be less inclined to settle purely to avoid the risk of remedies where there is evidence of employee contribution.

Documenting employee contribution now takes on greater importance and may be the difference between exposure to costly remedies and none at all.

Employers should not read these changes as a license for sloppy process. Procedural fairness still remains essential. However, defects are now less likely to override serious employee misconduct when remedies are considered.

It is important not to overstate the effect of the amendments.

The Authority and the Court will still need to carefully assess whether employee conduct truly contributed to the grievance and determine whether that conduct meets the threshold of serious misconduct.

"Contribution" and "serious misconduct" remain relatively abstract concepts and are not yet settled in case law. Judicial guidance is expected in the months ahead as cases are resolved under the new scheme.

Jack Brown,
Associate

Employment Relations Amendment Act – significant changes now in effect

The Employment Relations Amendment Bill has received royal assent and is now in force. This article explores key changes employers need to be mindful of.

The Employment Relations Amendment Bill introduced a suite of reforms that materially reshape key aspects of New Zealand employment law and introduce new risks and opportunities for employers. So, what does this mean for your business? Below is a brief overview of the key changes and practical implications to be mindful of when making decisions.

New "specified contractor" test

A new statutory "specified contractor" category now applies to workers who meet all criteria. If the test is met, the individual is excluded from the definition of "employee", limiting the ability to challenge their status.

The criteria are:

- a written agreement stating the individual is an independent contractor or not an employee
- the worker is not restricted from performing work for others (except while performing work for the business)
- the worker either
  - is not required to work at specific times or days or minimum hours, or
  - can subcontract the work (with limited or no vetting requirements)
- the arrangement cannot be terminated simply because additional work is declined
- the contractor has a reasonable opportunity to obtain independent advice before entering the agreement.

This change applies immediately to new and pre-existing arrangements, (although claims lodged prior to the law change will be considered under the old law). Employers should:

- review existing contractor arrangements to determine whether current employee roles may fit the criteria and therefore be more suitable as contractor arrangements; and
- update contractor agreements where they wish to take advantage of this change.

High income threshold for dismissal claims

Where an employee earns $200,000 or more total remuneration per annum ("high earner"), an employer wishing to terminate the employee is not required to uphold the good faith requirements of providing access to information about the decision or an opportunity to comment on that information. If terminated, high earners can no longer raise a personal grievance for unjustified dismissal or unjustified disadvantage if the grounds relate to the dismissal.

The framework applies immediately to new high earners unless the parties agree otherwise. For existing high earners, it applies after a 12 month transition period, unless both parties agree to adopt it earlier or to opt out once the period ends.

Employers should:

- consider whether they wish to apply this framework
- review existing arrangements to ensure they are not unintentionally contradictory. For example, a clause requiring employers to follow fair processes prior to dismissal could still give high income earners the ability to challenge dismissal for breach of contract.
- anticipate that a high earning employee may ask for something in exchange for forfeiting their right to raise a dismissal grievance (for example, a severance payment or longer notice period.)

We anticipate high earners will be more creative with employment claims including for disadvantage grievances unrelated to dismissal, contractual breaches and discrimination.

Changes to grievances

There is now a stronger focus on employee conduct when remedies are assessed. If an employee's actions contributed to the situation giving rise to the grievance, the employee cannot be reinstated or awarded compensation. If the employee's conduct amounted to serious misconduct, no remedies are available.

Furthermore, when assessing justification, the Authority or Court must consider whether the employee obstructed the employer's ability to follow a fair process.

A dismissal or action also cannot be found unjustified solely because of procedural defects, if those defects did not result in the employee being treated unfairly.

Employers should note that in theory, this should reduce the success of grievances where the employee contributed to their dismissal. However:

- legal changes that limit employee rights to pursue legal action are strictly interpreted and we expect the Authority and Courts will continue to closely scrutinise employer processes
- while remedies such as compensation or reinstatement will not be available where there is contribution, employees may still claim lost wages or costs and may claim compensation for other grievances unrelated to the dismissal where there is serious misconduct
- there remains uncertainty about how "serious misconduct" will be defined in practice.

Removal of the 30-day rule for collective agreements

Employers are no longer required to employ new non-union employees under the terms of an applicable Collective Agreement (if one exists) for the first 30 days. The obligation to provide new employee information to the union (unless the employee objects) has also been removed.

However, employers must still provide new employees with information about any applicable collective agreement and information on how to contact the union.

Employers with a union presence should:

- review collective agreements to assess if the 30 day rule is contractually included
- provided the 30 day rule is not contractually included, employ non union employees on individual employment agreements from the outset
- to do this, update offer letters, template employment agreements and processes to reflect this change.

Georgina Anderson-Brooks,
Solicitor

The informality trap: How casual approaches can create liability

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The Employment Court recently awarded an employee compensation after finding a meeting invitation sent by the employer was misleading, and proper process was not followed.

In *YFR v Reserve Bank of New Zealand / Te Pūtea Matua*, the Court held that a fixed term employee nearing the end of her contract had been unjustifiably disadvantaged when she was invited to a short, "*informal catch-up*" to discuss concerns about her wellbeing, but instead serious concerns about her behaviour were raised with a proposal that she finish her fixed term early.[1]

YFR had applied for new roles as her term was coming to an end. When a prospective employer withdrew a job offer following reference checks, YFR sent accusatory messages to her referees at RBNZ, apologising the following day. That same day, YRF was invited to a 15-minute informal "catch-up" to discuss concerns about her wellbeing. The meeting was scheduled to take place within two hours of the invitation being sent and YFR was not offered the opportunity to bring a support person. Importantly, YFR was neurodivergent and had mental health issues which RBNZ was aware of and had accommodated in the past.

The Court found the purpose of the meeting was to discuss the accusatory messages and propose that YFR not work out her notice period. However, this was not set out in the meeting invitation. The Court held that this was a significant proposal to put to an employee, particularly a vulnerable one. YFR accepted the invitation at face value and attended the meeting without a support person and with little time to prepare. During the meeting she became overwhelmed and upset which the Court found was foreseeable. The Court held that the meeting was not set up in a fair or reasonable manner. The meeting was not informal nor was its stated purpose accurate. The intention was to make a significant proposal to YFR and raise concerns about her behaviour. The Court added that to have knowledge of YFR's vulnerability and not suggest she bring a support person was "both unfair and unwise" as a support person could have assisted in ensuring YFR's wellbeing was looked after and ensuring that messaging was clear.

The Court held that RBNZ's actions were inconsistent with its obligations of good faith and unjustified in the circumstances, which caused significant disadvantage to YFR in her employment. RBNZ was ordered to pay $12,750.00 by way of compensation to YFR.

Important takeaways for employers

This case serves as an important reminder that "informal" does not mean "risk-free". Employers cannot rely on informal labels to sidestep legal obligations. Even well-intentioned actions carry significant legal risk if not carried out with proper processes, transparency and care.

Employers should:

- Ensure the purpose of any meeting is clearly articulated to an employee ahead of time.
- Ensure that meetings framed as wellbeing catch-ups should not be used to introduce proposals affecting employment.
- Offer employees the chance to bring a support person where the meeting could impact on the employee's employment, and particularly when dealing with vulnerable employees, sensitive matters, or behaviour-related concerns.
- Avoid predetermining outcomes before meeting with the employee. Any proposal such as early termination of duties must be put genuinely and with space for feedback.
- Follow proper processes even where employment is ending, including for fixed-term employees in their notice period.

[1] [2025] NZEmpC 275.

Georgina Anderson-Brooks,
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Anderson Lloyd has a strong team of specialist employment and immigration lawyers acting for some of the country's largest employers, as well as SMEs and employees covering the full spectrum of employment issues and disputes.

In addition to alternative dispute resolution options such as mediation, our lawyers regularly appear in the Employment Relations Authority and the Employment Court. We have also represented clients before the Court of Appeal and the Immigration and Protection Tribunal.

Within our employment and immigration team we have a specialist investigation practice. Our independent investigators can conduct workplace investigations, independent investigations and inquiries.

Our employment and immigration law expertise includes:

- drafting and reviewing employment agreements
- collective bargaining
- redundancy
- disciplinary procedures
- representation in mediation and court appearances
- restraints of trade and protection of confidential information
- employment implications of business sales and purchases
- development of employment policies
- personal grievances and disputes
- advising clients in relation to payroll requirements
- compliance advice
- obligations of employers, workplace occupiers and the operators of activities
- health and safety plans, guidelines and statutory requirements
- health and safety investigations and prosecutions
- assisting employers with recruiting and retaining staff from overseas
- accredited employer applications
- assisting employers and employees with visa applications
- partnership-based work and residence visa applications
- immigration audits and advice for employers on immigration compliance
- employer-based work and residence visa applications
- residence or deportation appeals to the Immigration and Protection Tribunal

We are recognised by top global legal directories for our labour and employment law expertise, including being recommended in The Legal 500 Asia Pacific 2023 edition. Anderson Lloyd has also been recognised as a 5-Star New Zealand Employment Law Firm by the Human Resources Director publication and is recommended in the 2026 Doyle's Guide for Employment & Workplace Health & Safety in New Zealand.

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