

# Our Weekly News Digest for Employers

Friday, 10 July 2020



## In this Issue

<b>CASES</b>	<b>1</b>
Employment Court: One Case	
Employment Relations Authority: Five Cases	
<b>EMPLOYER NEWS</b>	<b>6</b>
Govt launches bold primary sector plan to boost economic recovery	
Keeping ACC levies steady until 2022	
Extended loan scheme keeps business afloat	
<b>LEGISLATION</b>	<b>8</b>
Bills open for submissions: Nine Bills	
<b>CONTACT DETAILS</b>	<b>10</b>
Employment Relations Consultants	
Health & Safety Consultants	
Legal Team	

## Cases

### Employment Court: One Case

#### Application for security for costs

Enterprise IT Limited (Enterprise IT) applied for an order for security for costs against Mr Alkazaz. Mr Alkazaz was employed by Enterprise IT for a period of less than three months. He was dismissed and pursued a claim against the company. The Employment Relations Authority (the Authority) upheld Mr Alkazaz's claim and found that he had been unjustifiably dismissed and awarded him lost wages and compensation. The Authority also penalised the company for failing to pay Mr Alkazaz in lieu of notice on termination of his employment. Although Mr Alkazaz had been successful in the Authority, he was unhappy with the determination. He said that he held off on filing a challenge because he believed that the company would challenge the finding itself. Instead of filing a challenge himself, he filed an application to re-open the determination. He did this eight months after the substantive determination had been issued.

The Authority declined the re-opening of the application because they determined Mr Alkazaz was seeking to bring fresh personal grievance claims. For Mr Alkazaz to bring new personal grievance claims, he would have needed to pursue that by way of a Statement of Problem. The Authority also found that much of the evidence was not fresh or new and none of the evidence he wished to rely on would have made a material difference to the outcome.

Mr Alkazaz had filed a challenge to the Authority's determination declining to re-open its original investigation. Enterprise IT filed a Statement of Defence to the challenge and coupled that with an application for security for costs. The ground for security for costs was that Mr Alkazaz was a resident overseas. There was reason to believe that Mr Alkazaz would be unhappy to pay the company's costs if this challenge failed. There was also a ground that the challenge lacked merit. Furthermore, it was likely that the way in which Mr Alkazaz would pursue his challenge would unnecessarily increase the company's costs.

Mr Alkazaz opposed the company's application. While he accepted that he was currently residing overseas, he said that he had more than sufficient assets to meet a costs order in these proceedings.

## Contact Us

**NZ** 0800 300 362  
**AU** 1800 300 362  
**E** advice@ema.co.nz  
**ema.co.nz**

---

# Employer Bulletin

Friday, 10 July 2020

He also disputed the company's assessment on the merits of his challenge and its characterisation of his conduct was likely to unnecessarily increase costs.

The Employment Court (the Court) has jurisdiction to order a party to pay security for costs and to stay proceedings until that is attended to. Rule 5.45 of the High Court Rules 2016 sets out the basis on which an order for security for costs may be made. For these purposes, a Judge may, if they think it is just in all of the circumstances, grant security for costs where a plaintiff is a resident outside of New Zealand, or where there is reason to believe that a plaintiff will be unable to pay the costs of the defendant if the plaintiff is unsuccessful in their proceeding.

Security for costs can be ordered against a permanent resident if the Court considers that person does not reside in New Zealand. Mr Alkazaz was not currently living in New Zealand and was residing in Dubai and therefore the threshold under rule 5.45(1)(a)(i) for making an order for security for costs had been met.

In exercising its discretion, the Court had to decide whether it was in the overall interests of justice to make an order for security for costs. In this case there are three factors that the Court considered relevant; the merits; the plaintiff's conduct; and likely difficulties with cost recovery if the plaintiff's challenge failed.

It was apparent that Mr Alkazaz wished to re-open the Authority's investigation for the primary purpose of presenting material that could or should have been available at the time the original investigation meeting took place. He had an opportunity to file a de novo challenge, but chose not to do so. The Authority said that the basis for the re-opening of the case appeared to be weak and it was also not an alternative to a challenge.

Enterprise IT highlighted other proceedings Mr Alkazaz was currently pursuing and that an order for security for costs had been made against him in those proceedings. Enterprise IT argued that it demonstrated that Mr Alkazaz was pursuing claims in a way that unnecessarily increased costs. The Authority confirmed there was ample basis for Enterprise IT to be concerned about Mr Alkazaz's conduct in regard to the effect on costs. There was also the fact that Mr Alkazaz was representing himself, which meant that he could obtain a fee waiver and would not be able to pay costs if unsuccessful.

In terms of costs recovery, Mr Alkazaz resided overseas. His evidence in terms of assets in New Zealand lacked sufficient detail for the Court to be satisfied that recovery action would be straightforward. For these reasons the Court was satisfied that it was just to order security for costs against Mr Alkazaz. Mr Alkazaz was ordered to pay security for costs of \$24,000 to the Court.

---

*Alkazaz v Enterprise IT Limited* [[2020] NZEmpC 42; 14/04/2020; Chief Judge Inglis]

---

## Employment Relations Authority: Five Cases

### Compliance order granted

Mr Bloomfield was employed by Ten Group Ltd (Ten Group) from May 2017 to October 2019. Ms Hayden was the sole director of Ten Group. Ms Hayden also held 50 percent of the shares in Ten Group. On 9 January 2020, the Employment Relations Authority (the Authority) awarded Mr Bloomfield \$24,512.07 in a substantive determination. Mr Bloomfield had not been paid any of the money he was awarded. This determination addressed Mr Bloomfield's compliance order against Ten Group and the order against Ms Hayden to pay wage arrears that Ten Group was unable to pay.

The Authority reminded the respondents that Statements in Reply were due on 12 February 2020, but no response was given. The Authority was satisfied that after numerous attempts to contact Ten Group and Ms Hayden that the respondents were aware of the investigation meeting on 23 March 2020, and thus held the meeting in their absence. The investigation meeting was "held on papers" due to the Ministry of Business Innovation and Employment's (MBIE) advice that "in person meetings could not be held" during COVID-19.

The Authority determined that as Ten Group had failed to comply with the Authority's substantive determination to pay Mr Bloomfield, a compliance order should be imposed as "Ten Group is unlikely to pay Mr Bloomfield anything if a

---

## Employer Bulletin

Friday, 10 July 2020

*compliance order is not issued*". The Authority elected to exercise its discretion under section 137(2) of the Employment Relations Act 2000 (the Act) to order Ten Group to pay Mr Bloomfield within 14 days of the date of this determination.

The Authority also allowed Mr Bloomfield to pursue Ms Hayden personally for wage arrears owed to him as Ms Hayden was not only the sole director of Ten Group, but she also directly caused the breach of employment standards. Ms Hayden misled Mr Bloomfield by convincing him to continue working without payment on the basis that he would be paid once a client's payment came through. Thirty minutes after the conversation with Mr Bloomfield, the payment arrived in Ten Group's bank account yet instead of paying Mr Bloomfield, Ms Hayden decided to use that money to pay numerous other accounts. The Authority was satisfied that Ms Hayden should personally pay Mr Bloomfield.

The issue of interest was also considered by the Authority. The Authority held that as Mr Bloomfield was facing *"a dire financial situation that, in the current COVID 19 climate, is likely to deteriorate further"*, and that as the respondents have *"been effectively using what is actually Mr Bloomfield's money"*, interest should be awarded. Ten Group was to pay interest on wage arrears from 31 October 2019 to 23 January 2020. Ms Hayden was to pay interest from 24 January 2020 until Mr Bloomfield was paid the full amount he was owed.

The Authority warned the respondents that failure to comply with the order may result in the Employment Court *"doing one or more of the things specified in s140(6) of the Act, including imprisonment of up to three months, a fine of up to \$40,000 and/or sequestering property"*.

---

*Bloomfield v Ten Group Limited* [[2020] NZERA 131; 27/03/2020; R Larmer]

---

### Employer acted fairly and reasonably during restructure process

Mr Yan sought an order that he was unjustifiably dismissed by NZJX Limited (NZJX) on the grounds of redundancy. Ms Xiao, the sole shareholder and director of NZJX, dismissed Mr Yan on 13 December 2018 after she sold a business she had operated through NZJX. Ms Xiao told Mr Yan that the new owner of the business did not have a job for him.

In June 2016 Ms Xiao borrowed \$30,000 from Mr Qu, a director of ALC Trade Limited (ALC), to open the business she operated through NZJXL. NZJX and a business operated by ALC traded from the same premises. NZJX sold healthcare and other products ordered online, mostly to customers in China. Mr Yan was employed in a position described in his written employment agreement as *"sales"*. His duties mostly comprised packing goods for pick up by a courier and on some occasions picking up goods from suppliers.

In November 2018 Ms Xiao told Mr Yan the business was slowing down and she might have to sell it and end his employment. She had already spoke with Mr Qu about selling her business to him in return for Mr Qu forgoing repayment of the loan he had made to her earlier. On 6 December 2018, Ms Xiao sent Mr Yan an email advising she had a meeting with the owner of ALC the next day to discuss the business, including the impact on all employees. She also advised she would try to negotiate to keep his job, and preferably on the same terms if possible.

Ms Xiao and Mr Qu met and confirmed an agreement to transfer the business operated by NZJX to ALC. Mr Qu declined to offer Mr Yan a job. On 10 December 2018 Mr Yan got a phone call while at work to say that his wife's grandfather had died in China and he left New Zealand for China that day. Mr Yan did not tell Ms Xiao he was leaving, but sent her an email on 13 December and apologised for the late notice. Earlier that day Ms Xiao had sent Mr Yan an email message advising the company could not offer him a job and that his job would end on 22 December 2018.

The Employment Relations Authority (the Authority) assessed the employer's reasons and actions and found through the evidence from Ms Xiao, that she established the sale of the business to ALC and the subsequent redundancy of Mr Yan's position for genuine business reasons. Ms Xiao attempted to secure ongoing employment for Mr Yan with ALC, but it had no need for his services as it already had sufficient staff to meet its operational needs, including the work Mr Yan had previously done. The sale was a transfer of a business, not a sale of shares in NZJX. ALC had no obligation to employ Mr Yan and NZJX had made reasonable efforts to explore the prospect of future work for him with the other company. The Authority also considered the consultation with Mr Yan and assessed that NZJX had acted fairly and reasonably in the circumstances at the time. Accordingly, Mr Yan did not establish a personal grievance for unjustified dismissal.

---

## Employer Bulletin

Friday, 10 July 2020

However, the action of NZJX regarding his final pay, was to his disadvantage. It breached the terms of his employment regarding notice. NZJX opted to pay in lieu of notice as it was entitled to do, but it did not pay him for the full notice period, thereby depriving him of the opportunity to work for the remaining period or be paid for it. Mr Yan was entitled to be paid a further two-and-a-half week's pay as notice. NZJX were also required to pay \$500 to Mr Yan to compensate him for the upset caused by the unjustified disadvantage grievance due to the breach of a term of his employment.

---

*Yan v NZJX Limited* [[2020] NZERA 119; 13/03/2020; R Arthur]

---

### Wage arrears awarded for variable hours role

Mr Norkett was employed by the Chief of New Zealand Defence Force (Defence Force) as a Variable Hours Security Officer from 6th May 2015 to 24th January 2018. Whilst Mr Norkett still remains in employment with the Defence Force in another capacity, he claimed that he had been underpaid while in the variable hours role.

Despite the name, the variable hours role was a permanent full-time position and was covered by the collective employment agreement (the collective) with the Public Service Association. The difference between the variable hours security officer and that of the bulk of security officers was that *"a security officer works a fixed roster that never changes... whilst a variable hours role does exactly the same job but do not have a fixed roster"*.

The variable hours role and the set hours role received the same annual salary. However, the average number of hours worked per week by those in variable hours roles were higher than the others, thus leading to a lower hourly rate for the former. A variation of the collective stated that *"Variable Hours Security will be paid a flat hourly rate for all hours worked which is not inconsistent with the hourly rate applying to the salary and roster allowance offered to rostered Security Officers"*.

The Defence Force's claim of the variations irrelevance was disregarded by the Employment Relations Authority (Authority). The Authority found the variation clause *"more persuasive"* as it was *"wholly and relevant and can be applied directly to the situation"*.

The Authority concluded that given both roles were paid the same salary, a simple division exercise would suggest that the variable hours staff received a lesser hourly rate. This in turn meant that the variation clause was not complied with.

In addition, the Authority also disregarded the argument that variable hours staff were compensated with an allowance that would have covered for the additional hours. This was due to the allowance not being a *"distinguishing factor"* as it was payable to both variable hours and other security staff.

For the above reasons, the Authority concluded that Mr Norkett had been underpaid as he received an hourly rate less than other workers *"with whom he had a contractual right of parity"*. The Authority made a *"tentative conclusion"* of the arrears that Mr Norkett is owed; the total being \$3160 gross. However, the Authority emphasised that the rate was *"for guidance only"* and the parties should seek to come to an agreement of the amount themselves as other factors exist out with the Authority's knowledge. Costs were reserved.

---

*Norkett v Chief of New Zealand Defence Force* [[2020] NZERA Wellington 126; 20/03/2020; M Loftus]

---

### Costs awarded to employee after Notice of Discontinuance filed by employer

In determination [2020] NZERA 61, an interim injunction was sought by Davis Trading Company Limited (Davis Trading) against Mr Ueese. It was determined that the interim injunction should not be issued. Davis Trading filed a Notice of Discontinuance in respect of the matter on 25 February 2020. Costs were reserved in the hope that the parties would be able to resolve the issues between themselves. The parties were not able to and have both filed submissions in respect of costs.

Mr Goldstein represented Mr Ueese and cited actual costs of \$15,032 plus GST, they sought contributions to those costs in the sum of \$7,500 plus GST or in the alternative a notional daily tariff basis of \$2,225. Mr Patterson and Ms Grice who

---

# Employer Bulletin

Friday, 10 July 2020

represented Davis Trading submitted that cost should be allowed to lie where they fall. In the alternative if the Employment Relations Authority (the Authority) is not inclined to do so costs should apply of a tariff basis.

Mr Goldstein submitted that it is usual in circumstances in which a Notice of Discontinuance is filed for costs to be awarded to the Respondent. The onus was on the Applicant, Davis Trading to disprove the rule. He further submitted that the costs awarded should reflect the conduct of both parties, the importance of the case to the parties, the amount of time required for effective preparation, whether the arguments lacking substance were advanced and whether unduly technical or legalistic points were needlessly taken.

Mr Goldstein further submitted that the Authority ought to find in these circumstances that the costs were reasonable and an order made that Davis Trading pay a contribution to all costs incurred up to the Notice of Discontinuance. They submitted that the Authority award them costs in the sum of \$7,500 plus GST or in alternative for the Authority to decide on the basis of the tariff approach.

Davis Trading submitted that the general rule is that the discontinuing party was liable for costs on the discontinuance. Considerations to be taken into account include the reasonableness of the stance of the parties. Davis Trading believed that it needed to act urgently in circumstances in which Mr Ueese had accepted an offer of employment with a direct competitor. They viewed their confidential information to be at risk and acted on an urgent basis to protect the information. Davis Trading discontinued proceedings as the period of restraint would have been due to expire on or about the same time the substantive hearing was heard. Davis Trading gave Mr Ueese plenty of time to discuss the matters, but he only advised he was available on 17 January 2020, the last day for compliance on the Authority's direction.

The Authority had considered the submissions on the basis of the Notice of Discontinuance. This was made on a pragmatic basis. Mr Ueese did comply with the timeframe in the Authority's direction notice and indicated his availability to attend mediation. Considering the submissions and applicable costs Mr Ueese was entitled to costs. Davis Trading was ordered to pay Mr Ueese the sum of \$2,250 pursuant to clause 15 of Schedule 2 of the Act.

---

*Davis Trading Company Limited v Ueese* [[2020] NZERA 136; 31/03/2020; E Robinson]

---

## Costs awarded after breach of minimum employment standards

By determination on 10 March 2020, the Employment Relations Authority (the Authority) found that Boutique Renovations Limited (Boutique) had breached minimum employment standards in respect to its employment of Mr Hardy. Boutique had failed to pay the Inland Revenue Department Kiwisaver contributions in respect to Mr Hardy and had unjustifiably constructively dismissed him. Remedies were awarded in Mr Hardy's favour and penalties were awarded against Boutique. Costs had been reserved and parties were invited to exchange memoranda as to costs.

Counsel for Mr Hardy filed a memorandum as to costs, seeking a contribution of \$3,166.56 in costs. This total was made up of \$2,250 in accordance with the Authority's daily tariff for the half day investigation meeting, disbursements of \$416.56 comprising the filing fee and the costs of a process server in serving proceedings on Boutique. Prior to filing costs memoranda, counsel for Mr Hardy, exchanged email correspondence with Boutique seeking to settle the issue of costs for the sum of \$2,666.56. Mr Wilson's replied stating that he wished to appeal the Authority's decision and that he could not meet with his lawyer at that time.

The Authority's power to award costs against a party is set out in the Employment Relations Act 2000 (the Act). The Authority may order any party to a matter to pay to any other party such costs and expenses (including expenses of witnesses) as the Authority thinks reasonable. The Authority may apportion any such costs and expenses between the parties or any of them as it thinks fit and may at any time vary or alter any such order in such manner as it thinks reasonable.

The Authority has a discretionary power to award costs which must be exercised on a principled basis. The principles and approach adopted by the Authority in this case is outlined in *PBO Limited v Da Cruz* which included costs to be modest, reasonable and not used as a punishment.

---

## Employer Bulletin

Friday, 10 July 2020

The Authority's assessment of costs usually starts from the notional daily tariff which may be adjusted from there based on the case. Having considered the submissions made by counsel for Mr Hardy, the Authority found that Mr Hardy as the successful party was entitled to an award costs in accordance with the normal tariff together with the costs incurred. The Authority ordered the payment of the sum \$2,666.56 to be paid by Boutique to Mr Hardy within 28 days of the determination.

---

*Hardy v Boutique Renovations Limited* [[2020] NZERA Auckland 177; 04/05/2020; A Fitzgibbon]

---

For further information about the issues raised in this week's cases, please refer to the following resources:

[Collective Agreements](#)

[Restructuring and Redundancy](#)

[Confidentiality](#)

## Employer News

### Govt launches bold primary sector plan to boost economic recovery

The Government has launched a bold plan to boost primary sector export earnings by \$44 billion over the next decade, while protecting the environment and growing jobs.

Prime Minister Jacinda Ardern today released Fit for a Better World – Accelerating our Economic Potential, a 10-year roadmap to unlock greater value for a sector vital to New Zealand's economic recovery.

The Fit for a Better World Action Plan centres on three themes:

**Productivity:** adding an additional \$44 billion in export earnings over the next decade through a focus on creating value.

**Inclusiveness:** employing 10 per cent more New Zealanders from all walks of life in the food and fibre sector by 2030, and 10,000 more New Zealanders in the primary sector workforce over the next four years.

**Sustainability:** reducing our biogenic methane emissions to 24-47 per cent below 2017 levels by 2050; and 10 per cent below by 2030. Plus restoring New Zealand's freshwater environments to a healthy state within a generation.

"Our primary sector is such a huge part of our economy and our brand. They've made significant strides to improve the sustainability of our products and practices. Fit for a Better World builds on that, and the potential that exists for us to go even further," Jacinda Ardern said.

"To further kick-start delivery of the roadmap we're accelerating nearly \$100 million via the flagship Sustainable Food & Fibre Futures fund and in forestry for innovative and creative projects.

"The Fit for a Better World Roadmap spells out practical ways for the sector to fetch more value, create more jobs and bolster our green reputation in a global pandemic environment to ensure New Zealand builds back better, together.

"The Government is already backing parts of the roadmap with more than \$1.5 billion invested in freshwater quality, water storage, supporting exporters, reducing agriculture emissions, assisting farmer catchment groups, the One Billion Trees scheme, getting people into sector jobs, rural sector resilience and developing new high-value crops," Jacinda Ardern said.

To read further, please click the below link.

---

# Employer Bulletin

Friday, 10 July 2020



New Zealand Government [7 July 2020]

---

## Keeping ACC levies steady until 2022

The Government is maintaining current levy rates for the next 2 years, as part of a set of changes to help ease the financial pressures of COVID-19 providing certainty for businesses and New Zealanders, ACC Minister Iain Lees-Galloway says.

“New Zealanders and businesses are facing unprecedented financial pressures as a result of COVID-19. We're taking practical steps to support levy payers throughout these difficult times, while also safeguarding the ACC scheme,” Iain Lees-Galloway says.

“We will be maintaining the current levy rates for the next 2 years. The economic outlook is uncertain, so holding levy rates is a prudent decision. It provides some certainty to businesses and other levy payers and gives ACC more time to reliably assess the impact of COVID-19 on its finances.

“The previous Government increased levies during the global financial crisis only to find they were too high in following years. We are taking a cautious approach and ensuring we do not add to pressure on businesses and New Zealanders where it's not necessary.

“ACC is also helping businesses by delaying invoices normally sent in early July. These will be issued in October to give firms more time and flexibility in making their levy payments. Other invoices issued this year will also be on hold for three months.

Iain Lees-Galloway says the Government is changing the funding targets for the Levied Accounts to ensure levies reflect the true costs of accidents and minimise long-term impacts on levy payers.

“ACC's previous funding target of 105% solvency for the Levied Accounts was more suited to a private insurance company. We are lowering this target to 100% solvency, which is appropriate given ACC's unique position as a mandatory, sole provider and Government-supported social insurance scheme.

“As previously announced, Budget 2020 improved ACC's long-term sustainability with an extra \$285 million contribution in the taxpayer-funded Non-Earners' Account, which covers injury costs for those who are not earning and paying levies, including children, students and retirees,” Iain Lees-Galloway says.

Cost pressures in the Non-Earners Account had not been addressed under previous Governments since 2014. This year's Non-Earner's Account contribution has increased from \$1.47 billion to \$1.76 billion, and this amount will increase by a maximum of 7.5 percent a year to ensure the account improves over time. Future gaps will be addressed by moving to a forecast adjustment.

Levies will stay the same until 31 March 2022 for work and earners' levies, and 30 June 2022 for motor vehicle levies. There is no indication what will happen after that at this stage.



New Zealand Government [6 July 2020]

---

## Extended loan scheme keeps business afloat

Small businesses are getting greater certainty about access to finance with an extension to the interest-free cashflow loan scheme to the end of the year.

The Small Business Cashflow Loan Scheme has already been extended once, to 24 July. Revenue and Small Business Minister Stuart Nash says it will be further extended to 31 December, to give assurance that business support remains available over coming months.

---

## Employer Bulletin

Friday, 10 July 2020

“The decision to extend the interest-free loan scheme is designed to give confidence to our smallest businesses and keep up the momentum of recovery. It shows the Government is continuing to back them in the post-lockdown environment,” Stuart Nash said.

“It will ensure businesses aren’t under pressure to decide quickly whether the loan scheme is right for them. Extending the scheme will give businesses owners more time to carefully evaluate their situation as our economy keeps opening up.

“The interest-free loans came at just the right time. Businesses with temporary cashflow issues during the lockdown are now taking advantage of one of the most open economies in the world. More than 1,500 borrowers have already repaid almost \$4.9 million.

“We want to protect jobs and keep as many businesses afloat as possible. The loans are a useful complement to the wage subsidy. They provide businesses with cashflow support for non-wage costs, while the wage subsidy ensures they keep staff on the books.

“I’m particularly pleased that micro businesses, with between one and five staff, have made good use of the scheme. Around 80 per cent of firms who applied have one to five employees, and just over 90 percent have 10 or fewer staff.

“As at Friday 3 July, 90,485 small businesses had applied for more than \$1.51 billion of loans since 12 May. The average value of each loan is modest, around \$16,700. But it is much needed working capital to help in a tight spot.

“The loans are a backstop for small and medium businesses who are not able to get the cashflow support they need from banks. Many don’t have a well-established relationship with their bank, or the bank might ask them to put up their house as collateral. That just doesn’t work for these firms.

“The firms are diverse, and most applications are from industries in construction, accommodation, restaurants and cafes, retail trade, transport and manufacturing.

“The loan conditions remain the same. I urge business owners to talk to their bookkeeper, tax agent or accountant, or log onto the MyIR portal, to ensure they take advantage of this government support,” Stuart Nash said.

Terms and conditions – overview:

- Loans are interest free if repaid within a year.
- After one year the interest rate is 3%, from the date of draw-down, for a maximum term of five years.
- Repayments are not required for the first two years.
- SMEs employing 50 or fewer staff, who were eligible for the original wage subsidy, are eligible to apply for the one-off loan.
- The loan amount is \$10,000 plus \$1,800 per equivalent full-time employee, up to a maximum amount of \$100,000.

More information here: [www.ird.govt.nz/covid-19/business-and-organisations/small-business-cash-flow-loan](http://www.ird.govt.nz/covid-19/business-and-organisations/small-business-cash-flow-loan)



Ministry of Business Innovation and Employment [28 June 2020]

---

## 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.

---

---

# Employer Bulletin

Friday, 10 July 2020

## Bills open for submissions: Nine Bills

Nine Bills are currently open for public submissions to select committees.

[Building \(Building Products and Methods, Modular Components, and Other Matters\) Amendment Bill](#) (10 July 2020)

[Gas \(Information Disclosure and Penalties\) Amendment Bill](#) (16 July 2020)

[New Zealand Bill of Rights \(Declarations of Inconsistency\) Amendment Bill](#) (11 August 2020)

[Taxation \(Annual Rates for 2020-21, Feasibility Expenditure, and Remedial Matters\) Bill](#) (12 August 2020)

[Overseas Investment Amendment Bill \(No 3\)](#) (N/A)

[Food \(Continuation of Dietary Supplements Regulations\) Amendment Bill](#) (N/A)

[Protected Disclosures \(Protection of Whistleblowers\) Bill](#) (N/A)

[Rights for Victims of Insane Offenders Bill](#) (N/A)

[Education \(Strengthening Second Language Learning in Primary and Intermediate Schools\) Amendment Bill](#) (/NA)

---

Overviews of bills - and advice on how to make a select committee submission - available at:

<https://www.parliament.nz/en/pb/sc/make-a-submission/>

Full text of bills available at: <http://www.parliament.nz/en-nz/pb/legislation/bills>

---

The Employer Bulletin is a weekly update on employment relations news and recently published legal decisions. It is EMA's policy to summarise cases that contain legal issues relevant to employers. 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 [advice@ema.co.nz](mailto:advice@ema.co.nz)

# Advisory Services

Take advantage of these services and more with your membership. Free call our team on 0800 300 362

## Employment Relations & Human Resources Consultants



Max McGowan  
+64 27 241 4608  
max.mcgowan@ema.co.nz  
Auckland



Peter Elder  
+64 27 271 1384  
peter.elder@ema.co.nz  
Auckland



Russell Drake  
+64 21 686 621  
russell.drake@ema.co.nz  
Waikato



John Hansen  
+64 27 481 4268  
john.hansen@ema.co.nz  
Auckland



Amanda Wallis  
+64 21 042 0707  
amanda.wallis@ema.co.nz  
Bay of Plenty &  
South Waikato



Tarrin Terry  
+64 27 398 7339  
tarrin.terry@ema.co.nz  
Bay of Plenty &  
South Waikato



Chris Longman  
+64 27 403 1788  
chris.longman@ema.co.nz  
Bay of Plenty



Sarah Selwood  
+64 27 474 4954  
sarah.selwood@ema.co.nz  
Auckland



Murray Broadbelt  
+64 27 4300 113  
murray.broadbelt@ema.co.nz  
Northland



Jason Tuck  
+64 21 992 192  
jason.tuck@ema.co.nz  
Auckland



Bruce Lotter  
+64 27 535 1469  
bruce.lotter@ema.co.nz  
Auckland



Ashley Gruebner  
Employer Advisor  
0800 300 362



Clive Thomson  
+64 274 372 808  
clive.thomson@ema.co.nz  
Bay of Plenty &  
South Waikato



Myriam Heynen  
+64 21 920 414  
myriam.heynen@ema.co.nz  
Auckland



Amanda Muir  
+64 21 0806 7388  
amanda.muir@ema.co.nz  
Bay of Plenty & South Waikato

## Legal



Julie Hardaker  
Special Counsel  
+64 21 284 8618  
julie.hardaker@ema.co.nz



Michael Witt  
Senior Solicitor  
+64 274 053359  
michael.witt@ema.co.nz



Beverley Edwards  
Senior Solicitor  
+64 7 839 6223  
beverley.edwards@ema.co.nz



Teresa Li  
Solicitor  
+64 27 257 4879  
teresa.li@ema.co.nz



Kent Duffy  
Solicitor  
+64 275 699307  
kent.duffy@ema.co.nz



Ruthi Bommoju  
Solicitor  
+64 275 518 565  
ruthi.bommoju@ema.co.nz



Geoff Brokenshire  
+64 21 595 090  
geoff.brokenshire@ema.co.nz  
Bay of Plenty & Waikato



Brent Sutton  
+64 27 590 5442  
brent.sutton@ema.co.nz  
Auckland



Keith Robinson  
+64 27 278 7759  
keith.robinson@ema.co.nz  
Auckland

## Health & Safety Consultants

## Adviceline



Sean Hanna  
AdviceLine Team Manager  
0800 300 362



Sandamali Gunawardena  
Employer Advisor  
0800 300 362



Samantha Butcher  
Employer Advisor  
0800 300 362



Helan Sun  
Employer Advisor  
0800 300 362



Bethany Shapher  
Employer Advisor  
0800 300 362



Kitty Chan  
Employer Advisor  
0800 300 362



Matthew Dearing  
Managing Solicitor  
+64 27 284 4042  
matthew.dearing@ema.co.nz