Employer Bulletin

Our Weekly News Digest for Employers

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Cases

Employment Relations Authority: Five Cases

Penalty ordered despite employer having taken steps to rectify compliance issues

A Labour Inspector of the Ministry of Business Innovation and Employment (MBIE) brought a claim against H4M Corporation Limited (H4M) and its sole Director and Shareholder, Mr Singh. The Labour Inspector sought penalties for breaches of the Employment Relations Act 2000 (the Employment Relations Act), the Minimum Wage Act 1983 (the Minimum Wage Act) and the Holidays Act 2003 (the Holidays Act). The Labour Inspector sought penalties against H4M and Mr Singh personally, being a person involved in H4M's breaches. H4M and Mr Singh claimed that H4M's records had since become compliant and that honest mistakes from the past should not be pursued.

A Labour Inspector conducted a site visit and requested that H4M provide a list of former and current employees, which Mr Singh provided. A notice to produce employment records was issued by the Labour Inspector, which most of the records sought were supplied by H4M.

Mr Singh voluntarily disclosed confidential settlement agreements and claimed that any wage arrears issues had been resolved through those settlements. The Employment Relations Authority (the Authority) noted that had the employees in question sought penalties, they could not have agreed on payment through the mediation process. The Authority noted that a Labour Inspector plays an important statutory role in ensuring that employment standards are effectively enforced. The Authority noted that it would be troubling if employers could press Record of Settlement offers on potentially vulnerable and unrepresented employees which could thereby prevent the Labour Inspector from enforcing minimum standards. The Authority determined that settlement agreements do not prevent the Labour Inspector from pursuing penalties.

H4M failed to keep wage and time records pursuant to section 130 of the Employment Relations Act for three employees. Subsequent excel spreadsheets for two of the employees were provided which contained all information required by section 130 other than subsection (h). The Labour Inspector noted that the properties information had been removed so the Labour Inspector was unable to identify when the records were created and last modified. The spreadsheets were inconsistent with aspects of the records provided earlier by H4M. The Labour Inspector concluded that H4M's original records were non-compliant and the July 2019 spreadsheets were unlikely to be records kept at the time.

The Authority found that H4M breached the Minimum Wage Act by not specifying maximum hours pursuant to section 11B and not paying minimum wage for every hour

worked pursuant to section 6. H4M also breached the Holidays Act by not keeping compliant holiday and leave records pursuant to section 81 and not paying holiday pay.

The Authority held that the Labour Inspector had established breaches of three statutes covering four employees and that the breaches were not minor matters. The Authority noted that although H4M had since rectified its errors, that did not mean that H4M was not liable for a penalty for a breach having occurred and been established.

Mr Singh, having full control of the company, was held to have intended to take the actions he did. Mr Singh aided and abetted and was directly concerned in H4M's breaches, which made him a person involved in those breaches under section 142W of the Employment Relations Act.

The Authority found there to be a total of thirteen breaches. H4M was liable for a penalty up to $260,000. The Authority took into consideration that the arrears were since paid, that H4M had not appeared before the Authority previously and the steps taken to rectify compliance issues.

The Authority determined that H4M had breached the Employment Relations Act, the Minimum Wage Act and the Holidays Act. Mr Singh was a person who was involved in the breaches by H4M. The Authority ordered H4M to pay a penalty of $4,000 and ordered Mr Singh to pay a penalty of $2,000. Both parties were ordered to pay their penalties by way of equal monthly instalments over a 24-month period, to which the Labour Inspector would forward to the Crown account. Costs were reserved.

A Labour Inspector of the Ministry of Business Innovation and Employment v H4M Corporation Limited [[2020] NZERA 406; 07/10/2020; N Craig]

Claim for constructive dismissal dismissed

Mr Ngawaka worked as a Security Guard for Global Security Solutions Limited (Global) for a little under six months before he resigned. Global is a family owned, New Zealand based, security business. Mr Ngawaka claimed that he was constructively dismissed and that his dismissal was unjustified. Global denied there was a constructive dismissal.

Mr Ngawaka claimed that he was not able to take breaks as legally required. Global responded that breaks could be taken and that all Mr Ngawaka's meal and rest breaks were paid. There have been some changes over the years to the rest and meal breaks section in the Employment Relations Act 2000, therefore after investigation, the Employment Relations Authority (the Authority) concluded Mr Ngawaka was able to breaks in accordance with the legislation at the time.

Mr Ngawaka started a night shift on 19 September 2018, during which time he lost the site keys for the apartment building. He asked Global's Assistant Manager, Mr Erasmus, for a spare set of keys which he did not have due to the uniqueness of the building. Mr Ngawaka recalled that there was a bartender out the front of the building who may have picked up the keys. Mr Ngawaka asked the Security Guard who relieved him at the end of his shift to check with the bar when it opened later that morning. This Security Guard was from another security firm and had stated to his employer that Mr Ngawaka had lost the keys as well as finding him asleep with headphones in, and he had photo evidence of this. Later that day the keys were handed over by the bartender. The client's Property Manager was very irate about the security breach and indicated that it could pull out of the contract with Global as a result.

On 20 September 2018 Global wrote to Mr Ngawaka identifying alleged unsatisfactory performance and serious misconduct. The concerns noted were the loss of the site keys and Mr Ngawaka reportedly being found asleep by the relieving Security Guard. Parts of the employment agreement were identified as possibly being breached. On 26 September 2018 Global wrote another letter to Mr Ngawaka noting that he had arrived to work the day before not in uniform. Mr Chisholm, Operation Manager, thought that the uniform issue could have had a different outcome from the keys and sleeping allegations and should therefore be treated separately. Two streams of investigations were conducted.

In a meeting on 28 September 2018 the keys and sleeping issue were not discussed as they were still being investigated, however the uniform matter was discussed. Mr Ngawaka said that he had been wearing his uniform but was wearing a hoodie underneath. The next meeting took place on 5 October 2018. Mr Ngawaka could not see what the problem was with the keys as they had eventually been recovered. He denied that he had been sleeping during his shift, although he

accepted that he was sitting down with his headphones on. A Senior Manager wanted to find out more so booked another meeting with Mr Ngawaka for 19 October 2018.

Global believed it might be better for Mr Ngawaka to move to a different site whilst waiting for the 19 October 2018 meeting, rather than remain working at the apartments. Global planned to talk to him in an operational meeting before 19 October 2018. A day or so before this date, Mr Ngawaka and his Manager discussed him moving to a site he had previously been at before, but no decision was made as management wanted to hear his feedback in the next scheduled meeting.

On 19 October 2018 Mr Ngawaka did not show up to the scheduled time for the meeting and arrived four hours late for his shift. Mr Chisholm told him to get in contact to reschedule as he was running out the door. Global had not heard anything from Mr Ngawaka by 25 October 2018. Mr Chisholm left messages and called multiples days in a row. On 2 November 2018 Mr Ngawaka presented a resignation note.

Mr Ngawaka however, claimed he was constructively dismissed. After considering all the evidence, the Authority was not convinced that Global had an agenda to make Mr Ngawaka resign. Mr Ngawaka had not arrived on time for the 19 October 2018 meeting. Global had attempted to follow up with him on several occasions, but had not received any response. No action had been taken in his absence. The Authority determined that there was no intention to encourage a resignation.

Mr Ngawaka's claim for constructive dismissal was dismissed by the Authority. Costs were reserved.

Ngawaka v Global Security Solutions Limited [[2020] NZERA 413; 12/10/2020; N Craig]

Interim non-publication order granted as employee threatened to make matter public

In this determination an interim non-publication order was granted. A random online letter selection tool was used to select letters in this determination in place of the parties' names. The three letters created do not bear any relation to the parties' real names.

PPA lodged a Statement of Problem with the Employment Relations Authority (the Authority) on 7 July 2020 and claimed that GHE Limited (GHE) had breached minimum employment standards, the employment agreement, and that YRA was a person involved and/or aided and abetted the breaches. PPA sought payment of wage arrears and the imposition of a penalty against both GHE and YRA.

On 24 July 2020 GHE and YRA lodged their Statement of Reply and denied the claims. The parties agreed to attend mediation which was scheduled to take place on 20 October 2020. On 2 October 2020 GHE and YRA lodged an application with the Authority and sought an urgent order prohibiting the publication of the names of the parties to the proceedings and the name of the franchisor on a without notice basis. The application for urgency was considered and granted by the Authority.

The Authority have clear guidelines when making a decision regarding a without notice application. Subsections 173(2) and (3) of the Employment Relations Act 2000 (the Act) stipulate that although the Authority may exercise its powers in the absence of one or more parties, if it chooses to do so it must provide the absent party with relevant materials. Subsection 173(4) however, states that those provisions do not limit the powers of the Authority to make ex parte orders.

This procedure may be appropriate when the Authority is required to consider whether an interim injunction should be issued against a party without them being able to present their side of the story in exceptional circumstances. On 2 October 2020 the application was considered by the Authority, but declined.

The law around the issuing of a non-publication order is discretionary and arises under clause 10(1) of Schedule 2 of the Act. In *Erceg v Erceg*, the Supreme Court emphasised that the starting point is the principle of open justice, and that a high standard must be met before that principle can be departed from.

There is a need to create a balance between open justice considerations and the interests of justice that are served by the Authority's discretion to suppress specified information in any particular case.

It was held in *Crimson Consulting Ltd v Berry*, that an applicant is not required to establish exceptional circumstances, although the standard to depart from the principle of open justice is high. The applicant must show specific adverse consequences which would justify a departure.

GHE presented multiple grounds in their application. GHE alleged that PPA had threatened to make a public campaign against GHE, YRA and the franchisor. That those threats were unhelpful to the mediation process and undermined the due process to be followed. Furthermore, if the names of the parties were published, it would cause undue hardship to GHE, YRA, YRA's daughter's wedding and the franchisor.

YRA deposed in his untested affidavit that he had received communication of PPA seeking a sum of money with threats to take the matter to the public and involve the franchisor. YRA claimed that if PPA was to publish the claim in the media, that it would destroy the reputation of both the business and himself. YRA also noted that the franchisor was not a party to the claims and should not have been adversely affected by PPA's publicity. YRA stated that his daughter was getting married on 16 October 2020 and was unaware of the claims and threats made by PPA and he did not want her upset before the wedding.

YRA also noted that the parties had scheduled a mediation, and should the claims be resolved there, any settlement would be confidential and any publicity before the mediation would undermine the process and possibly impair the ability to reach an amicable resolution.

In response to the application, PPA stated that his representative was a published columnist and wrote regularly on cases taken by One Union on behalf of its members. Furthermore, that the representative would provide an advance copy to the employer and make amendments as necessary. PPA also stated that the Union planned to picket GHE's premises.

The Authority considered all factors and was satisfied that it was in the interests of justice to grant the application on a temporary basis pending a conclusion better informed by the substantive investigation. The Authority noted that granting the order on an interim basis would preserve the position of the parties until a full and informed consideration of PPA's application could be undertaken.

Costs were reserved.

PPA v GHE Limited [[2020] NZERA 410; 09/10/2020; V Campbell]

Employee dismissed while on overseas holiday

Ms Bradley worked as a Merchandiser and Retail Sales Assistant for Hoof Camp Saddlery Limited (Hoof Camp) from early August 2018 until 1 August 2019. Ms Bradley is an independent horse saddler and conducted her own business on the days she was not working for Hoof Camp.

Hoof Camp's sole Director and Shareholder, Ms Cook, ended Ms Bradley's employment on 1 August 2019, while Ms Bradley and her partner were returning from a trip to England. Ms Cook messaged Ms Bradley and said that another employee had taken her hours of work and that there was no work available for her when she got back. Ms Bradley claimed that Hoof Camp's actions amounted to an unjustified dismissal.

Hoof Camp's response was that Ms Bradley was a casual employee and as such it was able to terminate her employment when there was no further work available for her. Accordingly, Hoof Camp denied unjustifiably dismissing Ms Bradley. The Employment Relations Authority (the Authority) had to determine the real nature of Ms Bradley's employment relationship and whether she was unjustifiably dismissed by Hoof Camp.

Ms Cook claimed that Ms Bradley was a casual employee and Ms Bradley claimed she was employed on a permanent part-time basis. Ms Bradley was provided with a written employment agreement which stated that her employment was a casual part-time position. The employment agreement also specified the days of work were Tuesday and Thursday with a minimum of 10 hours per week. Furthermore, that either party may terminate the employment by giving two weeks' notice. The evidence submitted to the Authority supported the view that there were ongoing obligations on both parties and that the relationship was that of a permanent employee.

In April 2019, Ms Cook requested a meeting with Ms Bradley about some performance issues. The meeting was described as a chat with Ms Cook about processes to be followed in the shop and with customers. No warning was issued. When Ms Bradley went to England there was no suggestion that her employment could end because of the issues raised by Ms Cook in April 2019. Furthermore, it was only when Ms Bradley responded to the message from Ms Cook terminating her employment, that Ms Cook raised the performance issues, as some sort of justification for her decision not to allow Ms Bradley to resume her hours of work.

Ms Bradley was not informed before her trip that work may or may not be available to her upon her return. As the Authority had determined, the employment relationship was permanent. Consequently, if Ms Cook could not offer Ms Bradley her minimum guaranteed hours, she would need to have consulted this with Ms Bradley before making a decision. Instead Ms Cook removed Ms Bradley's hours and days of work and made it clear that there was no work for her when she returned from her trip. This amounted to a dismissal. As there was no process followed nor any justification that was accepted by the Authority, Ms Bradley had been unjustifiably dismissed.

Ms Bradley was awarded $15,000 compensation in respect of the hurt and humiliation suffered by Ms Bradley. Costs were reserved.

Bradley v Hoof Camp Saddlery Limited [[2020] NZERA 468; 13/11/2020; A Fitzgibbon]

Employee's claim for unjustified dismissal dismissed as no employment relationship problem found

Mobile Boat Painting Limited (Mobile Paint) operates a boat painting business in the regions of Auckland and North Auckland. Mr Pennington and his wife are joint Shareholders of Mobile Paint. Ms Pennington is the sole Director of Mobile Paint. Mr Hoeberigs was employed by Mobile Paint as a Painter. He was employed on a casual basis and from 13 February 2019 he obtained employment in a permanent role. Mr Hoeberigs claimed he was unjustifiably dismissed and sought compensation of $20,000 for humiliation, loss of dignity and injury to feelings he suffered as well as loss of remuneration for the time he was unable to secure employment.

In December 2019 Mr Hoeberigs and Mr Pennington discussed the possibility of Mr Hoeberigs becoming an independent contractor and providing services to Mobile Paint. Mr Hoeberigs claimed that he was not able to agree with Mr Pennington on an hourly contractor rate, and that Mr Pennington became angry, offensive and swore at him. Up until that moment they had a good relationship and Mr Hoeberigs had described them as friends.

Mr Hoeberigs said that he remained an employee of Mobile Paint, but following Mr Pennington's behaviour, he decided to resign. He gave one months' notice and specified his last working day as 6 January 2020. Following his resignation, Mr Pennington paid him immediately with one week's wages paid in lieu of notice. It was after this that Mr Hoeberigs claimed he was unjustifiably dismissed.

Mr Pennington disputed Mr Hoeberigs version of events. Mr Pennington said the idea of contracting to Mobile Paint was Mr Hoeberigs. Mr Pennington was happy for Mr Hoeberigs to contract to Mobile Paint if that suited him or to remain as an employee. They were unable to agree on a suitable hourly rate and after a few hours Mr Pennington received a text message of resignation. Mr Pennington denied becoming angry or swearing at Mr Hoeberigs. When Mr Hoeberig showed up to work on 6 December 2019, Mr Pennington informed him that he was not required to work out his notice. Mr Pennington arranged for one week's wages to be paid in lieu of notice in accordance with Mr Hoeberigs' employment agreement.

The investigation meeting at the Employment Relations Authority (the Authority) took just over half a day. Both parties filed a witness statement. Each witness had the opportunity to provide additional comments and information to the Authority. The onus of proof is on the balance of probabilities. The Authority is required to determine which version of events if more likely than not. Some areas of Mr Hoeberigs evidence were inconsistent and not plausible. One example given was that Mr Hoeberigs claimed he was not given a copy of the written employment agreement however following questioning he accepted that Mr Pennington had flagged up certain provisions in his employment agreement. He also accepted that he had initialled each page of the employment agreement. The Authority found that Mr Pennington's evidence to be more credible.

Mr Hoeberigs was happy with his terms of employment and his rate of pay while at Mobile Paint. He and Mr Pennington had a good working relationship. Mr Hoeberigs told the Authority he had many friends who were contractors and was told about the benefits of being a contractor. In November 2019 Mr Hoeberigs initiated conversations with Mr Pennington about the advantages and disadvantages of being a contractor. Mobile Paint engaged both employees and contractors therefore Mr Pennington was a good person to talk to about this. Mr Pennington spent time explaining the difference between a contractor and employee and the various "*pros and cons*". Mr Hoeberigs sought advice from an accountant who was very positive about Mr Hoeberigs changing his status of an employee to an independent contractor.

The Authority found that Mr Hoeberigs decided to become an independent contractor and to contract his services to Mobile Paint. The dispute was regarding the contractual hourly rate. The Authority did not accept that Mr Pennington swore or insulted Mr Hoeberigs as Mr Pennington was happy for him to either remain an employee of Mobile Paint or to become a contractor. There was no reason to be angry or abusive as Mr Hoeberigs had claimed.

Mr Hoeberigs resigned not long after this meeting. Mr Pennington did not reply as he felt he had been "*dumped*" by Mr Hoeberigs. Mr Pennington believed Mr Hoeberigs had decided to become a contractor providing landscape services as he had mentioned during their discussions.

The Authority found that Mr Hoeberigs was not unjustifiably dismissed and did not have an employment relationship problem. Mr Hoeberigs voluntarily resigned from his employment from Mobile Paint on 5 December 2019. Mr Pennington elected to pay wages in lieu pursuant to the employment agreement. The notice was one week's notice and Mobile Paint was within its rights under the employment agreement to not accept more than one week's notice from Mr Hoeberigs. Mobile Paint was not represented, and the Authority determined for costs to lie where they fell.

Hoeberigs v Mobile Boat Painting Limited [[2020] NZERA 372; 15/09/2020; A Fitzgibbon]

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

Labour Inspectors

Casual Employees

Contracts For Service

Individual Employment Agreements

Personal Grievances

Employer News

Govt to protect security guards

The Government is delivering on a key commitment to better protect security guards' pay and conditions by adding them to Schedule 1A of the Employment Relations Act, Workplace Relations Minister Michael Wood announced today.

"Security guards protect us and our property - it's time we protect their hard-won employment conditions. Our Government recognises we need to support them given they are on the front lines keeping our managed isolation facilities secure.

"The industry is highly competitive and prone to restructuring, which means security guards can find themselves being made redundant without compensation, or being taken up by a new contractor where they lose their entitlements and offered worse pay and conditions.

"With these new protections, the 7,800 security guards nationwide will be able to keep their jobs and retain their pay rates and conditions when a business is sold or restructured. This will help stop the race to the bottom where companies are undercutting each other and lead to an industry that competes on service quality, which helps the companies already offering good conditions.

"I want to acknowledge E tū for their advocacy on this issue and they have helped secure a win for the people who watch out for all of us.

"The required Order in Council to make this change will now be drafted and the change is expected to be in force by mid-2021, which gives the industry time to adjust," Michael Wood said.

The Employment Relations Act gives certain specified categories of workers, such as cleaners and caterers, additional employment protections when a business is sold or restructured. These workers are provided extra protections because they lack bargaining power and work in sectors with frequent restructuring, which can undermine their working conditions and put their job at risk.

Schedule 1A currently provides additional protections for employees who work in the following areas:

- cleaning services and food catering services in any place of work
- laundry services for the education, health or age-related residential care sector
- orderly services for the health or age-related residential care sector
- caretaking services for the education sector.

Part 6A (subpart 1) of the Employment Relations Act provides additional protections for categories of employees who are listed in Schedule 1A of the Act. These protections include:

- The right for employees to transfer to a new employer where, because of proposed restructuring (including contracting in, contracting out, or subsequent contracting), their work is to be performed by the new employer.
- If employees elect to transfer to the new employer, their terms and conditions of employment are transferred, and the new employer must recognise their entitlements to sick leave, annual holidays and their continuous service as unbroken.
- If employees elect to transfer to the new employer, and that new employer makes them redundant because of the transfer situation, they may become eligible for redundancy entitlements.

Part 6A also includes a system for ensuring prospective employers can request information relating to the transfer of employees from the current employer, including the number of employees eligible to transfer, wages, work hours, etc.

The ability to add new categories of employees to Schedule 1A was reintroduced in the Employment Relations Amendment Act 2018. E tū applied for security guards to be added in 2019. MBIE did analysis and their conclusion, based on the evidence available, security guards did meet the criteria in the Employment Relations Act. The Minister for Workplace Relations and Safety approved and took the recommendation to Cabinet who agreed for security guards to be added.

New Zealand Government [8 December 2020]

Tourist hotspots struggling in September quarter

Key tourism destinations such as Queenstown, Rotorua, and Auckland had some of the largest drops in filled jobs in the September 2020 quarter in the wake of COVID-19, Stats NZ said today.

Queenstown-Lakes district had 1,155 fewer jobs in the September 2020 quarter than in the same period last year – a 5.3 percent decrease.

Jobs filled in Rotorua district decreased by 1.1 percent (329 jobs). Auckland experienced level 3 lockdown restrictions in August and had a 0.4 percent fall (3,186 jobs) in the September 2020 quarter.

Filled jobs also fell by 2.9 percent (108 jobs) in Waitomo district and by 2.7 percent (142 jobs) in Ruapehu district.

"The falls in these popular tourist destinations coincided with the wage subsidies finishing and COVID-19 border restrictions interrupting international tourism," business insights manager Sue Chapman said.

To read further, please click the link below.

Statistics New Zealand [9 December 2020]

Business employment data: September 2020 quarter

Business employment data includes filled jobs and gross earnings, with breakdowns by industry, sex, age, region, and territorial authority area, using a combination of data from two different Inland Revenue sources: the employer monthly schedule (EMS) and payday filing. Both are associated with PAYE (pay as you earn) tax data.

To read further, please click the link below.

Statistics New Zealand [9 December 2020]

Manufacturing and wholesale trade: September 2020 quarter

Manufacturing statistics provide short-term economic indicators for the manufacturing sector; wholesale trade statistics measure the sale or resale of new or used goods to retailers, including businesses or institutional users (including government).

To read further, please click the link below.

Statistics New Zealand [9 December 2020]

Effects of COVID-19 on trade: 1 February–2 December 2020 (provisional)

Effects of COVID-19 on trade is a weekly update on New Zealand's daily goods trade with the world from 1 February 2020. Comparing the values with previous years shows the potential impacts of COVID-19.

To read further, please click the link below.

Statistics New Zealand [9 December 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.

Bills open for submissions: 16 Bills

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

Insurance (Prompt Settlement of Claims for Uninhabitable Residential Property) Bill (11 December 2020)

New Zealand Superannuation and Retirement Income (Fair Residency) Amendment Bill (16 December 2020)

Gas (Information Disclosure and Penalties) Amendment Bill (15 January 2021)

Holidays (Increasing Sick Leave) Amendment Bill (28 January 2021)

Protected Disclosures (Protection of Whistleblowers) Bill (28 January 2021)

Education (Strengthening Second Language Learning in Primary and Intermediate Schools) Amendment Bill (28 January 2021)

Rights for Victims of Insane Offenders Bill (29 January 2021)

District Court (Protection of Judgment Debtors with Disabilities) Amendment Bill (29 January 2021)

Arms (Firearms Prohibition Orders) Amendment Bill (No 2) (29 January 2021)

Electoral (Integrity Repeal) Amendment Bill (29 January 2021)

Reserve Bank of New Zealand Bill (4 February 2021)

Crown Pastoral Land Reform Bill (22 February 2021)

Land Transport (Drug Driving) Amendment Bill (26 February 2021)

Family Court (Supporting Children in Court) Legislation Bill (28 February 2021)

Child Support Amendment Bill (N/A)

Oranga Tamariki (Youth Justice Demerit Points) Amendment Bill (N/A)

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/

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

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