Employer Bulletin

Our Weekly News Digest for Employers

Friday, 11 June 2021

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Cases

Employment Relations Authority: Five Cases

Casual employee challenged nature of employment

Mr Owers began work for Allied Security Limited (Allied Security) as a Security Guard from 13 June 2016. His employment agreement recorded that he was employed as a casual employee, however Mr Owers claimed he worked regular hours and was a permanent part-time employee. As a result, he claimed he was not paid the correct amount of holiday pay nor was he compensated correctly for public holidays that he worked by receiving an alternative day holiday. Mr Owers also complained about how he was treated by Allied Security after an incident in October 2016.

Allied Security reviewed Mr Owers' holiday entitlements and was satisfied that he was a casual employee and was correctly paid all holidays including any entitlements that he may have had for working on public holidays. Stated in Mr Owers' employment agreement was a clause that stated Mr Owers would work *"as and when available as agreed each week between employer and employee".* Furthermore, there were no fixed or guaranteed hours on any day and that he would be paid his wages plus eight percent annual holidays.

Mr Owers worked for Allied Security covering 12 hour shifts where there were not enough permanent employees to cover the roster. He was offered shifts on a monthly basis with additional shifts offered as they arose. Mr Owers acknowledged that he did not have to accept all shifts offered, but that he did so. Consequently, Mr Owers often worked four days in a row.

The Employment Relations Authority (the Authority) understood Mr Owers' perspective in that the continual work appeared to fall into a pattern. However, the Authority held that there was no set pattern. The time records produced by Mr Owers did not reflect a complete pattern of four days on then four days off. Mr Owers' evidence reflected the fact that the work offered to him was in line with the terms of his employment agreement and consistent with there being a casual employment relationship.

Mr Owers further argued that an incident in October 2016 caused Allied Security to treat him unfairly. Mr Owers had accepted work on 1 October 2016 and then subsequently decided he could not work and asked for the day off. Mr Owers' Supervisor was not happy with this, but agreed to give him the time off. The Supervisor then told Mr Owers not to come in for the remainder of the four-day shift he was covering.

Mr Owers felt aggrieved by this at the time and raised it with Allied Security as he felt he had lost rostered work; he claimed he was owed three days' work. Mr Owers was not able to resolve the dispute with Allied Security and subsequently raised a personal grievance. Allied Security argued that the personal grievance was not raised by Mr Owers within 90 days of the events complained of and therefore the Authority could not investigate and determine that part of Mr Owers' claim.

The Authority determined Mr Owers was a casual employee. Allied Security had paid Mr Owers his correct holiday pay entitlements including any entitlements in respect of work he undertook on public holidays. Mr Owers' claims were dismissed and no order for costs granted.

Owers v Allied Security Limited [[2021] NZERA 160; 21/04/2021; P van Keulen]

Minor procedural defect in disciplinary process did not constitute unjustified dismissal or unjustified disadvantage

Ms Proctor was employed as a Bus Driver by Tranzit Coachlines Manawatu Limited (Tranzit Coachlines) from 20 February 2017 to 7 September 2018, when she was dismissed. Ms Proctor claimed her dismissal was unjustified and that she was disadvantaged in her employment with Tranzit Coachlines. Ms Proctor sought lost wages, compensation, and costs.

On 29 August 2018 Ms Proctor received a letter from Mr Du Plessis, the Urban Services Manager for Tranzit Coachlines, outlining a complaint he had received regarding Ms Proctor's behaviour on 28 August 2018. Mr Du Plessis informed Ms Proctor the complaint concerned *"very rude"* behaviour by a driver to passengers. Mr Du Plessis had viewed the audio/camera footage which showed Ms Proctor grabbing a passenger's arm and using abusive or offensive language towards them. Mr Du Plessis provided a copy for Ms Proctor to view. Mr Du Plessis noted in the letter that actions causing offence and bringing the company or staff into disrepute was deemed serious misconduct that could result in termination of employment. Mr Du Plessis informed Ms Proctor that he wished to meet with her on 4 September 2018 to discuss the matter. He recommended that she bring a support person to the meeting.

On 4 September 2018, Ms Proctor met Mr Du Plessis, who was accompanied by Ms Watkins, the Human Resources Manager for Tranzit Coachlines. During the meeting, Ms Proctor confirmed she understood the serious nature of the meeting and said she had viewed the camera footage. In the meeting, Ms Proctor informed Mr Du Plessis that she had been frustrated and angry that day because of work issues. Ms Proctor had planned to take time off work that following weekend to attend a significant family event. Before she started work on 28 August 2018, Mr Du Plessis had spoken briefly to her about not approving the time off.

Ms Proctor apologised for her behaviour and acknowledged she should not have behaved that way. She assured Mr Du Plessis that it would not happen again. In response, Ms Watkins stated that Tranzit Coachlines needed to ensure the safety of its staff and passengers and that she and Mr Du Plessis would consider all of the information overnight. Ms Proctor was given until 9am the following morning to provide further feedback.

Ms Proctor received a letter later the next day from Mr Du Plessis, advising his provisional decision to terminate her employment with Tranzit Coachlines. Ms Proctor was given until 4pm on Thursday 6 September 2018 to provide any further information she wished Tranzit Coachlines to consider before it made a final decision. Ms Proctor was told by Mr Du Plessis that she could do this either in writing or by telephone.

Mr Proctor texted Mr Du Plessis on Thursday 6 September 2018 apologising again and proposing to complete an anger management course. On 7 September 2018 Mr Du Plessis wrote to Ms Proctor confirming the provisional decision to terminate her employment from that day. Ms Proctor subsequently raised a personal grievance claiming she had been unjustifiably dismissed and disadvantaged by Tranzit Coachlines.

The Employment Relations Authority (the Authority) had to consider whether the dismissal or other action by Tranzit Coachlines was justified and whether its actions were what a fair and reasonable employer could have done in all the circumstances. The Authority was satisfied that Tranzit Coachlines considered Ms Proctor's responses properly and found no basis that Ms Proctor was disadvantaged by not being offered the opportunity to provide further feedback in person. Instead, Mr Protcor texted her response, which Mr Du Plessis and Ms Watkins discussed was acceptable. While the

Authority felt that Tranzit Coachlines had made a mistake procedurally by not providing Ms Proctor a copy of the meeting notes until much later, it held that this minor procedural defect did not disadvantage her.

The Authority did not accept that Ms Proctor's willingness to attend anger management made Tranzit Coachlines' decision to terminate her employment unjustifiable. Her conduct was contrary to Tranzit Coachlines' House Rules and was consistent with what it classed as serious misconduct. Ms Proctor's individual employment agreement incorporated the House Rules by reference to them in its provisions. Moreover, Tranzit Coachlines had taken an even-handed approach in the manner it dealt with Ms Proctor's concerns she had raised over the years. The Authority did not agree with Ms Proctor's argument that Tranzit Coachlines habitually ignored her perspective.

The Authority found that, in all the circumstances at the time, Tranzit Coachlines was justified in terminating Ms Proctor's employment for serious misconduct. Mr Prcotor's claims to have been unjustifiably dismissed and disadvantaged in her employment by an unjustifiable action by Tranzit Coachlines therefore failed.

Costs were reserved.

Proctor v Tranzit Coachlines Manawatu Limited [[2021] NZERA 171; 28/04/2021; T MacKinnon]

Fundamental procedural deficiencies in medical incapacity process

Mr Crowe was employed as a Panel Beater by Kaiapoi Collision Centre 2018 Limited (Kaiapoi Collision) from September 2018. In late October 2019, Mr Crowe was involved in a non-work-related accident, his employment was subsequently terminated in December 2019. Mr Crowe claimed that his dismissal was unjustified and sought compensation for the unjustified dismissal, as well as costs. Kaiapoi Collision claimed that Mr Crowe's employment was terminated on grounds of medical incapacity and that it was procedurally fair and substantively justified.

Mr Donaldson, the sole Director of Kaiapoi Collision, visited Mr Crowe in hospital on two or three occasions after his accident. On 18 November 2019, Mr Donaldson wrote to Mr Crowe requesting *"relevant medical details and/or reports"*. The letter explained that the information would enable Mr Donaldson to assess Mr Crowe's ability to resume his role in a reasonable timeframe. Mr Crowe's most recent ACC medical certificate provided that Mr Crowe was fit to return to work on 3 February 2020, but there would be a review closer to that time.

Mr Donaldson considered the medical information and felt there was no absolute certainty of a return to work on 3 February 2020. Mr Donaldson took account of the key position Mr Crowe held, and whether it could be kept open given the uncertainty of recovery. Mr Donaldson subsequently secured a Panel Beater on a casual basis. Mr Donaldson was concerned that unless he offered this employee a permanent position, they could at any time choose to leave. Mr Donaldson claimed that Kaiapoi Collison could not afford two Panel Beaters. Mr Donaldson felt there was no other option but to dismiss Mr Crowe.

Mr Crowe's employment agreement provided for termination on the basis of medical incapacity if Kaiapoi Collision believed on reasonable grounds that Mr Crowe was not able to do his job because of illness or injury. On 9 December 2019, Mr Donaldson visited Mr Crowe and provided him with a letter of termination. The letter stipulated that two weeks' notice was provided and Mr Crowe was thanked for his dedication and hard work.

The Employment Relations Authority (the Authority) held that an employer is not required to hold open a job indefinitely for an employee who is unable to attend work. A dismissal for a long-term absence will be justified if it can be shown it is substantively and procedurally justified. A broad framework was set out by the Employment Court in *Meena Lal v The Warehouse Limited* when approaching the issue of termination for medical incapacity.

Firstly, the framework considers the reasonableness of the time given for the employee to recover with reference to the employment agreement and the nature of the position and length of service of the employee. Secondly, the framework considers whether there was a fair and reasonable enquiry before the decision to dismiss. Lastly, it also considers whether there was a fair and reasonable process, including notification of the possibility of the dismissal and comment from the employee.

The Authority noted when Mr Donaldson provided Mr Crowe with the letter on 18 November 2019, there was nothing in the letter which explained the possibility of dismissal. There was no engagement with Mr Crowe about the medical information provided as required in the employment agreement. Mr Crowe did not have an opportunity to make any comment before the decision to dismiss was made.

The Authority held that there needs to be a fair process before an adverse employment decision such as dismissal is made. Due to the absence of a fair process by Kaiapoi Collision, the test of justification in section 103A of the Employment Relations Act 2000 was not met. The Authority held that the procedural deficiencies were fundamental, and the dismissal was unjustified. It was not a decision that a fair and reasonable employer could have reached in all the circumstances at the time.

ACC compensation had alleviated Mr Crowe's financial concerns, but the Authority decided Mr Crowe was entitled to remedies. The Authority held that Mr Crowe suffered reasonably significant humiliation, loss of dignity and injury to his feelings. The Authority ordered Kaiapoi Collision to pay to Mr Crowe the sum of $14,000 as compensation. Additionally, Kaiapoi Collision was ordered to pay Mr Crowe $2,250 for costs, plus reimbursement of the filing fee of $71.56.

Crowe v Kaiapoi Collision Centre 2018 Limited [[2021] NZERA 186; 06/05/2021; H Doyle]

Employee unjustifiably dismissed and disadvantaged

Mr Eastham had worked as a Builder for Infinite Building Solutions Limited (Infinite Building Solutions), until his employment ended on or about 11 March 2020. Mr Eastham claimed that he had been unjustifiably dismissed and disadvantaged. Mr Eastham sought to recover one week's lost wages for the first week incapacity on ACC leave and wages he claimed had been unlawfully deducted from his wages.

On 24 February 2020 Mr Eastham fell from scaffolding while on the work site and injured his head, back and arm. Mr Eastham said that he had immediately informed Infinite Building Solutions of the accident and was taken to hospital. He had then kept Infinite Building Solutions updated and provided it with a medical certificate declaring him unfit for work until 8 March 2020.

On 3 March 2020, Mr Eastham contacted Infinite Building Solutions and advised that his first week's wages for ACC leave had gone unpaid. Infinite Building Solutions had advised that ACC was investigating the matter as Mr Eastham fell when working. Mr Eastham questioned ACC and was advised that he was not under investigation. Mr Eastham informed Infinite Building Solutions of ACC's response and asked to be paid. He claimed that if not paid, he would have to collect his tools from the worksite so that he could sell them to pay for his bills and food. Mr Eastham was provided with another medical certificate that declared him unfit for work until 31 March 2020. Infinite Building Solutions denied receiving this. ACC later approved his injury as work-related.

On 11 March 2020, Mr McAleer, Infinite Solutions' representative, wrote to Mr Eastham and claimed that while Mr Eastham was on ACC, he had been working for another business. Infinite Building Solutions also accused Mr Eastham of abandoning his employment.

On the 11 April 2020, a letter was sent to Mr Eastham confirming that his employment had been terminated. When the Employment Relations Authority (the Authority) investigated this matter, Mr McAleer made it apparent that Infinite Building Solutions was aware of the investigation and Infinite Building Solutions was informed that should they fail to attend the investigation meeting, then it could proceed without it. Without an adequate reason or attendance from Infinite Building Solutions, the meeting continued.

The Authority concluded that Mr Eastham had been unjustifiably dismissed and disadvantaged. Infinite Building Solutions had terminated Mr Eastham without following any process. Infinite Building Solutions' argument that Mr Eastham had abandoned his employment was also not justified because it was known he was on leave and Infinite Building Solutions made no effort to seek his intentions.

The Authority also supported Mr Eastham's claim for the first week of ACC payments to be provided by Infinite Building Solutions, as ACC confirmed his injury was work-related. The Authority also noted that Infinite Building Solutions had

unlawfully deducted Mr Eastham's wages, having taken $100 per week from Mr Eastham's pay without a clause in the employment agreement. Infinite Building Solutions claimed the reason for the deductions was because Infinite Building Solutions had paid for Mr Eastham's tools on Infinite Building Solutions' account. However, Mr Eastham was not provided with his tools back.

Infinite Building Solutions was ordered to pay Mr Eastham $15,600 to compensate for wages lost and $20,000 as compensation for hurt and humiliation. Infinite Building Solutions was also ordered to pay $1,200 being payment for the first week of ACC and $2,596.43 for restitution of money unlawfully deducted from Mr Eastham's pay. Infinite Building Solutions was required to pay $4,500 as contribution for the costs incurred as a result of Mr Eastham pursuing his claims.

Eastham v Infinite Building Solutions Limited [[2021] NZERA 187; 06/05/2021; M Loftus]

Penalty awarded due to late payment under settlement agreement

Mr Heffernan claimed that Brian Stanaway Roading Limited (Brian Stanaway Roading) failed to adhere to clause three of a mediated settlement agreement by failing to make payment of the agreed settlement sum on the agreed date. On 3 August 2021, the settlement agreement was entered into under section 149 of the Employment Relations Act 2000 (the Act). The settlement agreement was signed by Mr Heffernan and by Mr Stanaway, the sole Director and Shareholder of Brian Stanaway Roading. It was also signed by a Mediator employed by the Ministry of Business, Innovation and Employment.

Under clause three of the settlement agreement, Mr Heffernan was to be paid $9,000 pursuant to section 123(1)(c)(i) of the Act within 14 days of the date of signing the settlement agreement. The issue for the Employment Relations Authority (the Authority) was whether Brian Stanaway Roading should have been penalised for its failure to comply with clause three of the settlement agreement.

On 20 August 2020, Mr Heffernan called Mr Cain, his Advocate, to advise him that he had not been paid the agreed sum in accordance with the settlement agreement. Mr Cain then emailed Brian Stanway Roading's representative, Mr McAleer, requesting that the breach be remedied by 5pm that day. Mr Heffernan called Mr Cain the following morning as the continued non-payment caused him financial difficulty. There were further conversations between Mr Cain and Mr McAleer on 21 and 25 August 2020, but no payment was made.

On 4 September 2020, a Statement of Problem was lodged with the Authority by Mr Heffernan, however no Statement in Reply was lodged by the due date. On 28 September 2021, Brian Stanaway Roading made a payment of $3,150 into Mr Heffernan's bank account. Three further payments were made subsequently all totaling to $9,000.

The Authority held that although Brian Stanaway Roading had paid the agreed sum, it had not done so by the agreed date set out in the settlement agreement. From the evidence provided to the Authority, it was satisfied that Brian Stanaway Roading failed to comply with clause three of the settlement agreement. However, as payment had been received by the time of this determination, there was no order for compliance made.

The Authority determined that Brian Stanaway Roading was liable for a penalty for breaching the settlement agreement pursuant to section 149 of the Act. The Authority claimed that public confidence in settlement agreements would be undermined if it was perceived that parties are permitted to breach settlement agreements with no consequence. Furthermore, the Authority held that it was important that parties can have confidence in the enforceability of the terms of settlement agreements.

The Authority claimed that a penalty was warranted in this case. Brian Stanaway Roading had entered freely into the settlement agreement and was advised that its terms were final and binding. The Authority accepted that Brian Stanaway Roading may have suffered financially due to COVID-19, however it was reasonable to consider that the financial and economic pressures affecting its ability to pay would have been known to it at the time of agreeing to the terms of the settlement agreement.

Furthermore, it was only after Mr Heffernan was compelled by the non-compliance to file a Statement of Problem that Brian Stanaway Roading started to make payment, and then only by instalments. Mr Cain submitted that although the

sum had been paid in full, Mr Heffernan suffered distress and financial difficulties as a result of the failure of Brian Stanaway Roading to make payment in the amount and on the date agreed between them. Having considered the circumstances and the principles which govern the imposition of a penalty, the Authority determined that a penalty of $1,500 was appropriate given the intentional nature of the breach.

Brian Stanaway Roading was ordered to pay $750 to Mr Heffernan as a contribution towards costs.

Heffernan v Brian Stanaway Roading Limited [[2021] NZERA 161; 21/04/2021; E Robinson]

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

Casual Employees

Discipline

Incapacity

ACC

Deductions (Wages Protection)

Employer News

New stock exchange to help grow small businesses

Immigration New Zealand (INZ) has filed a charge over the use of unlawful migrant labour by an employer at an Auckland construction site.

A new share trading market, designed as a gateway to the NZX for small-to-medium-sized enterprises (SMEs), has been granted a licence by the Government.

Commerce and Consumer Affairs Minister, David Clark said Catalist Markets Ltd will provide a simpler and more affordable 'stepping stone' for SMEs to raise capital.

"This is a big win for kiwi businesses and it ties in well with the Government's focus on securing an economic recovery in the wake of COVID-19. Through Catalist, SMEs looking to grow into larger enterprises have a new means of getting there.

"It's also fantastic news for consumers, who will have fresh investment opportunities, and greater choice when it comes to diversifying their portfolios," David Clark said.

Small Business Minister Stuart Nash said many early-stage companies would benefit from raising capital but cannot afford the initial and ongoing costs of listing on traditional exchanges.

"For businesses wanting to grow, the alternative to listing is to raise money privately. This can be difficult in New Zealand due to limited access to pools of capital, across both equity and debt markets," Mr Nash said.

"Supporting SMEs to grow and thrive is a key element in our five point economic plan, with the overall objective of encouraging productive, sustainable, and inclusive economic growth.

"Providing another avenue for SMEs to access capital is particularly important in the current economic climate, as we rebuild the economy following the impacts of COVID-19," Stuart Nash said.

For affordability, products listed on the exchange will only trade during periodic auctions, rather than continuously as on the NZX. This is intended to reduce costs for issuers and provide more accessible pathway for companies looking to grow.

The Catalist market will open for trading on 21 June 2021.

New Zealand Government [10 June 2021]

Visa extensions provide certainty to employers and 10,000 visa holders

Changes to onshore visas will provide employers and visa holders with more certainty, Immigration Minister Kris Faafoi has announced.

Around 10,000 Working Holiday visas and Supplementary Seasonal Employment (SSE) work visas due to expire between 21 June 2021 and 31 December 2021 will be extended for another six months to help manage ongoing labour shortages while New Zealand's COVID-19 border restrictions remain in place.

SSE visa holders will also be given open work rights, allowing them to work in any sector.

"This will provide employers with an assurance that they can continue to access the current onshore workforce to help fill roles.

"It will also put the minds of visa holders at ease knowing they can stay and work in New Zealand for the foreseeable future," Kris Faafoi said.

"We will continue to monitor the border and labour market situations and will extend these visas again if necessary."

Essential Skills work visas will not be extended again, but the duration of Essential Skills visas for jobs paid below the median wage will increase from six to 12 months taking them back to pre-COVID settings. The implementation of the stand-down period for these jobs will also be further postponed until July 2022.

"These changes will provide more certainty to workers and their employers that workers whose skills are still needed can remain in New Zealand, subject to labour market testing to prove there are no New Zealanders available to fill the role if an employer wants to support a work visa application," Kris Faafoi said.

"The visa extensions and deferral of the stand-down period are temporary measures and reflect the Government's commitment to support employers and sectors facing workforce shortages while our border restrictions remain in place.

"This approach is in line with the overall objective of new temporary work visa reforms that are designed to ensure New Zealanders are prioritised for work opportunities."

Alongside these changes to Essential Skills work visas, from 19 July, visa applications will be assessed against the updated median hourly wage rate of $27. This pay rate will determine whether jobs are treated as higher or lower paid. The wage rate was set following public consultation.

Employers paying under the median wage can still access migrant workers but will need to check with the Ministry of Social Development to see whether a registered job seeker is available.

To read further, please click the link below.

New Zealand Government [10 June 2021]

Business needs climate change action to be equitable and achievable

The EMA says the Climate Change Commission's final recommendations on the pathway to a net carbon zero economy by 2050 still leave questions unanswered.

Chief Executive Brett O'Riley says some of the EMA's concerns about the initial report, which were included in BusinessNZ's submission, remain.

"The goal is unquestionable, but the pathways and practical measures required for business to reach them are still unclear. The only thing that is clear from our point of view, which reflects that of our 7,400 business members, is that it must be equitable and achievable," he says.

The EMA's initial concerns in the initial report centred around the role of the Emissions Trading Scheme (ETS); the reality of some of the bold assumptions made in the modelling; and what role gas can play as a transition option, particularly in achieving goals around process (industrial) heat.

Mr O'Riley says there are new assumptions and modelling in response to public submissions, but that will mean the ETS cannot do its job.

"There is a risk in putting economic restrictions in addition to the ETS in place that could result in New Zealand being less internationally competitive and industrial production moving away, which is bad for business and the country as a whole," he says.

The EMA is however pleased to see submissions about removing fossil gas too quickly from the system resulting in higher electricity prices and a lack of supply have been addressed with an 11-year extension for the country's largest gas user, Methanex, which uses 40 per cent of all gas produced.

"Our business members still want more detail about the real costs of these pathways, as they are desperate for a breather from legislative and regulatory changes like this that are adding costs to their businesses. They want to be able to plan for and balance these costs out," says Mr O'Riley.

"We look forward to working further with the Government on the pathways towards a net carbon zero economy by 2050, particularly on the freight strategy as there is a lot of work to be done to cut out almost all transport emissions by then."

Employers' and Manufacturers' Association [9 June 2021]

Government takes action to improve protections for subcontractors

The Construction Contracts (Retention Money) Amendment Bill – which provides greater financial protection for subcontractors, has passed its first reading today.

The Bill amends the retention provisions in the Construction Contracts Act 2002 (CCA) to provide increased confidence and transparency for subcontractors that retention money they are owed is safe.

"Every worker and small businessperson deserves to be paid for work they have done," says Minister for Building and Construction Poto Williams.

"These changes include removing the ability to co-mingle retention money with other money and assets; introducing regular reporting requirements; adding the need for contractors to confirm with the subcontractor the amount and location of the retention money being held; and harsher penalties for those who fail to comply with the retentions regime.

"Hard-working subcontractors need to feel confident that they will be paid what they are owed, so they can concentrate on building the houses, schools and hospitals across the country this Government has committed to.

"The retention provisions in the CCA were put in place to protect retention money owed to subcontractors in the event of a business failure, and to ensure retention money withheld is responsibly managed.

"While the regime is working well overall, a recent review highlighted ways it could be strengthened further.

"The proposed changes in the Bill reflect the findings of the review and will provide subcontractors with greater protection and confidence that in the event of insolvency, the money they are owed is still safe.

"The protection and transparency of retention money also helps maintain steady cash flow for construction businesses, and supports economic recovery efforts underway in the building and construction sector due to COVID-19.

"The Bill was developed following targeted consultation with the building and construction sector," Poto Williams said.

The Transport and Infrastructure Select Committee will soon call for public submissions on the Bill.

"I encourage everyone to take part in this to process to help ensure a secure and transparent working environment for the more than 270,000 New Zealanders employed in the building and construction sector," Poto Williams said.

New Zealand Government [8 June 2021]

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: Eight Bills

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

Regional Comprehensive Economic Partnership (RCEP) Legislation Bill (17 June 2021)

Inquiry into Supplementary Order Paper No. 38 on the Health (Flouridation of Drinking Water) Amendment Bill (18 June 2021)

International Treaty Examination of the Council of Europe Convention on Cybercrime (20 June 2021)

Drug and Substance Checking Legislation Bill (No 2) (24 June 2021)

Education and Training Amendment Bill (25 June 2021)

Counter-Terrorism Legislation Bill (25 June 2021)

Maritime Transport (MARPOL Annex VI) Amendment Bill (27 June 2021)

Plant Variety Rights Bill (1 July 2021)

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/

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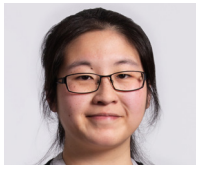

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