

# Our Weekly News Digest for Employers

Friday, 12 February 2021



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## Cases

### Employment Relations Authority: Five Cases

#### [Claim for unjustified dismissal unsuccessful and breach for unpaid wages upheld](#)

Ms Brooks worked for Rex Construction Ltd (Rex Construction) for just under a year and raised a personal grievance in January 2020 for unpaid wages and constructive dismissal. Rex Construction claimed it did not constructively dismiss Ms Brooks, but accepted it had not paid Ms Brooks one week's wages for the week of 25 November 2019.

Rex Construction said it initially withheld payment of Ms Brooks' wages because of cash flow issues and work issues by Ms Brooks, but when it realised it could not withhold her pay and the money became available, it paid the amount owing. Ms Brooks sought compensation for both claims. Rex Construction replied, denying liability, and sought payment from Ms Brooks for various losses incurred from what it said was faulty work by Ms Brooks as well as lost and damaged tools.

Rex Construction is owned and operated by Mr Stowers and hired Ms Brooks as a Builder in February 2019. In November 2019 Mr Stowers went on holiday leaving Ms Brooks without supervision. When Mr Stowers returned, he went to visit Ms Brooks to see how work had been going. Upon the visit, Ms Brooks asked to use the company vehicle over the weekend to visit her partner.

On Monday 2 December 2019 Ms Brooks did not show up to work, despite Mr Stowers trying to make all points of contact. The following day, Ms Brooks did not show up again until later that afternoon. Mr Stowers and Ms Brooks had a meeting to discuss her absence and discovered she had been unable to attend work as she was hungover or still intoxicated on Monday morning. It was unclear why she chose not to come to work on Tuesday morning. On 3 December 2019, a written warning was agreed upon and given.

At the end of the meeting on 3 December 2019, Ms Brooks asked if she could take leave starting immediately, extending through the Christmas and New Year period. Ms Brooks said this was to be with her family and think about whether she wanted to continue working at Rex Construction.

Ms Brooks had already booked flights to travel to her family for later in December 2019, returning on 8 January 2020, but had decided she wanted to go earlier. Mr Stowers agreed and told Ms Brooks that the warning would be suspended pending her return, if she returned, and they would revisit it then.

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On 5 December 2019, Rex Construction was due to pay Ms Brooks for her work in the week of 25 November 2019. However, Rex Construction emailed Ms Brooks and another employee and advised that they would not be paid as usual, but would be paid the following week. This was because they had not completed the work they had been left to do in November 2019 on time and as a result invoices for that work had not yet been paid.

In December 2019 there were also some further email exchanges between Ms Brooks and Mr Stowers about Ms Brooks. The exchanges were about Mr Brooks being on unpaid leave, when she would return and what would happen in terms of resuming the disciplinary process over her absences. They also included the various issues with Ms Brooks' work that Rex Construction had discovered. In one email on 24 December 2019, Ms Brooks noted that she had not agreed to her wages being withheld and she asked for it to be paid immediately. Mr Stowers agreed he would pay the unpaid wages in the next pay cycle.

Ms Brooks then requested more leave, which Mr Stowers denied and set an expectation for her to be back at work 8 January 2020. On 8 January 2020, Ms Brooks did not attend work and later that morning Rex Construction received a medical certificate from her which stated Ms Brooks was medically unfit and unable to work from 8 January 2020 until 12 January 2020. On 12 January 2020 Ms Brooks emailed Mr Stowers a letter of resignation dated 11 January 2020 and a letter setting out her personal grievances.

In previous cases, the Courts have identified three situations in which a resignation can amount to a constructive dismissal. The situation which is relevant to Ms Brooks' claim is where there is a breach of duty by the employer that leads an employee to resign. Alleged breaches by Rex Construction were unpaid wages, allegedly being personally attacked and allegedly being subject to unfair behaviours and actions.

Even though there were reasonable explanations for the beach of the unpaid wages, these did not excuse the breach. The allegation of Rex Construction personally attacking Ms Brooks do not constitute a breach of duty. Rex Construction did not act unfairly toward Ms Brooks in raising and dealing with the concerns over her not attending work, therefore the only breach of duty was the unpaid wages.

The Employment Relations Authority (the Authority) believed Ms Brooks resigned primarily because of what she perceived as a change of attitude to her by Mr Stowers. It was concluded that Ms Brooks did not resign in response to Rex Construction not paying her wages, but rather she resigned due to a combination of factors which left her unhappy with Rex Construction. Her claim for unjustified dismissal failed.

Ms Brooks had a personal grievance based on Rex Construction not paying her wages for the week of 25 November 2019 on time. Rex Construction was ordered to pay Ms Brooks compensation for this grievance of \$1,500.00. All other claims were dismissed.

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*Brooks v Rex Construction Ltd* [[2021] NZERA 33; 29/01/2021; P van Keulen]

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## Instalment payments for entitlements not granted due to insufficient documents provided by employer

Ms Cutting was employed by Compost Me Limited (Compost Me) for 15 months until her resignation in August 2019. On her departure, she was owed wages and holiday pay. A small number of repayments had been made following her resignation, however Ms Cutting claimed there was a significant amount was still owing. She sought orders for payment of all entitlements at the Employment Relations Authority (the Authority).

In a case management meeting held on 12 October 2020 Ms Nixon, Managing Director of Compost Me, advised that Compost Me would be able to make payments as it was to experience increased orders and revenue in the coming months. On the basis of that information and alongside an agreement of Compost Me to pay \$50 per week to Ms Cutting, arrangements were made for a further conference call on 9 November 2020.

By email on 9 November 2020 Ms Nixon advised that she was unable to attend the call. A Notice of Direction and Notice of Investigation was sent to the parties on 12 November 2020 confirming an in-person investigation meeting scheduled for 27 November 2020. The Notice of Direction set out the nature of financial records that Compost Me needed to produce if it wished to establish orders for installment payments. Half an hour before the meeting, Ms Nixon sent an

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email advising she could not provide the necessary documents at the time required. The Authority decided to progress with determining Ms Cutting's claim as it was at least 15 months since the payment claimed became due.

Soon after the investigation meeting began, Ms Nixon sent an email to the Authority with an attached signed statutory declaration setting out some of the difficulties Compost Me faced over the past 12 months and a document setting out target order dates. The Authority held that this material was insufficiently detailed to allow for a proper assessment of Compost Me's overall financial position and was therefore unwilling to make order for instalment payment in the circumstances.

In the email sent to the Authority on 9 November 2020, Ms Nixon confirmed that Ms Cutting was owed \$16,815.62. One \$50 instalment had been deposited into Ms Cutting's account and the Authority was satisfied that Ms Cutting was therefore owed \$16,765.62 as arrears of wages and holiday pay. A spreadsheet accompanying Compost Me's Statement in Reply on 22 April 2020 confirmed that KiwiSaver contributions had not been paid. Those contributions formed a component of Ms Cutting's salary and wages.

The Authority ordered Compost Me to pay Ms Cutting the sum of \$16,756.62 as wage arrears and holiday pay into her bank account. Compost Me was also ordered to pay the sum of \$8,032.81 to be paid to IRD to then be deposited into Ms Cutting's KiwiSaver account. Interest was also ordered on those sums at the rate applied in the Interest on Money Claims Act 2016, beginning 7 April 2020 until the sums were paid in full. Compost Me was also ordered to reimburse Ms Cutting the filing fee of \$71.56. There was no order for costs as Ms Cutting was self-represented.

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*Cutting v Compost Me Limited* [[2020] NZERA 495; 01/12/2021; M Ryan]

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### **Actions of international recruitment agent led to unjustified dismissal**

Mr Wells moved to Nelson from England in August 2016 to work for Millson Plumbing & Drainlaying Limited (Millson Plumbing). Mr Wells started work with Millson Plumbing on 15 August 2016. Mr Wells' sought remedies for unjustified dismissal and, in the alternative, remedies for unjustified action causing disadvantage. Millson Plumbing denied any liability for unjustified dismissal and unjustified disadvantage.

In May 2016 Ms Dunbar, an international recruitment agent from CanStaff based in New Zealand, contacted Mr Wells about two possible placements in New Zealand. One included the role for a Qualified Plumber with Millson Plumbing in Nelson. The key aspect of Mr Wells' employment with Millson Plumbing was that he was employed to fill a Qualified Plumber role. As Mr Wells was a Qualified Plumber in the United Kingdom he would need to obtain New Zealand plumbing qualifications by sitting an exam.

It was agreed that Mr Wells would start employment as a Labourer on 15 August 2016. Mr Wells would work for three months during which time he might obtain a temporary plumbing licence, but ultimately at the end of the three-month period he would sit the necessary New Zealand plumbing qualification exam, to obtain a New Zealand plumbers' licence.

Mr Wells' employment agreement contained a 90-day trial period. Mr Wells had been concerned about the trial period provision and he raised this concern with Ms Dunbar. Ms Dunbar had advised him it would not apply to him, but the trial period provision remained in the employment agreement that Mr Wells signed. From Millson Plumbing's perspective, they believed Mr Wells' employment was subject to a 90-day trial period.

Early in the second week of Mr Wells' employment, Mr Millson, Director of Millson Plumbing, claimed he received several complaints about Mr Wells' performance. This included that he had often been late and expressed concerns about his skill level. A regular building client of Millson Plumbing complained to Mr Millson advising him that they did not want Mr Wells back on any of their sites. Mr Millson and Mrs Millson both said they were concerned about Mr Wells not working out and considered options such as dismissing him under the trial period provision or changing his role to an apprentice so he could retrain. Mr Millson and Mrs Millson had not decided what the best outcome would be, but believed they needed to discuss their concerns with Mr Wells.

On 26 August 2016, a meeting took place between Mr Wells and Mr and Mrs Millson. Mr Wells said that after discussing his performance at work Mr Millson told him he could not see things working out as Mr Wells was not fulfilling the role he

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was employed in. Mrs Millson then said they would call it a day and the meeting concluded with Mr Millson telling him if he gets another job not to be late for it. Once Mr Wells had left, Mrs Millson sent an email to Ms Dunbar, which said there was no position for Mr Wells if he continued to work the way he had been, and that they had been clear about needing a qualified person.

Mr Wells said the telephone call with Ms Dunbar was strange. He had expected her to provide more information about what was happening, but she was abusive and kept telling him it was all his fault. Ms Dunbar told him Mr Millson and Mrs Millson did not want him anymore as he did not have the skills, was not up to scratch and was no good at his job. Mr Dunbar sent an email summarising her call with Mr Wells to Mrs Millson, the email ended with *“anyways in the end I wished him all the best and the penny has dropped. He gets its not personal however someone of his age needs to be accountable more for his actions or lack of. On a brighter note.... I will carry on trying to find a replacement!”*

The following morning on 27 August 2016, Mr Wells decided he needed to leave Nelson and return to England. Mr Wells began packing and he asked Mrs Millson for some tape. Mr Wells and Mrs Millson had a conversation about Mr Wells leaving. Mr Wells claimed he told Mrs Millson that he was going home as he had no choice with no job and no money.

The Employment Relations Authority (the Authority) noted that there are cases where the employer may say it did not intend to dismiss an employee, but the language used in an exchange with an employee can still be explicit and amount to a dismissal. It is clear to the Authority that anyone in Mr Wells’ position would take the things Ms Dunbar said as being dismissal. The Authority concluded that Millson Plumbing did dismiss Mr Wells even if through Ms Dunbar. Millson Plumbing did not carry out a fair process and that as the process was so flawed there was no basis to decide that dismissal was appropriate.

Mr Wells has had an extremely adverse reaction to his dismissal and the Authority concluded a compensation of \$35,000. The Authority also concluded \$12,480 for lost remuneration and \$4,269.27 for expenses arising out of the unjustified dismissal. Costs were reserved.

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*Wells v Millson Plumbing & Draining Limited* [[2021] NZERA 17; 18/01/2021; P van Keulen]

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### Employment Relations Authority required to determine remuneration owed to employee

On 5 August 2020, the Employment Relations Authority (the Authority) investigated Mr Shalaldehy’s claim that he had been unjustifiably dismissed from Lazyworm Applications Limited (Lazyworm) during a restructuring process. He claimed he was also owed remuneration for unpaid overtime. In that determination, the Authority held that he was unjustifiably dismissed and was owed additional remuneration for all overtime worked and for work performed on public holidays. Lazyworm was required to make payments to Mr Shalaldehy in regard to lost wages. It was required to make a payment pursuant of section 123 (1)(c)(i) of the Employment Relations Act 2000 (the Act) as well as the Authority’s filing fee.

The parties were subsequently unable to reach an agreement on the outstanding issue of unpaid remuneration owed to Mr Shalaldehy. This determination assessed the amount of remuneration owed to Mr Shalaldehy. The Authority accepted Mr Shalaldehy had a claim for some unpaid hours that went beyond reasonable overtime. The Authority fixed the amount at five hours per week at Mr Shalaldehy’s ordinary hourly rate. It was to be calculated by taking Mr Shalaldehy’s annual salary as a divisor for the period of time he worked on a project which ran for two years. The Authority held that Lazyworm was entitled to deduct \$2,000 off the final sum in recognition of the bonus it paid to Mr Shalaldehy for his contribution to the project in question.

Mr Shalaldehy claimed that his unpaid hours amounted to 10 hours per week for 199 weeks and amounted to \$66,963. Lazyworm did not have wage, time or holidays records to illustrate hours worked by Mr Shalaldehy. However, it provided a spreadsheet detailing alleged hours worked based upon hours allocated to each task undertaken by Mr Shalaldehy and the charge out rate for such to clients. A summary provided showed that for the period between 14 August 2017 and 26 February 2019, Mr Shalaldehy worked 104.5 additional hours at an hourly rate.

The Authority held that the claims by both parties had limitations. Firstly, Mr Shalaldehy had estimated his claim without any supporting evidence. Secondly, Lazyworm had made an estimation based upon incomplete data that failed to record all hours worked and only limited to billable hours.

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The Authority was obliged to calculate a compromise between the two positions as both parties asked the Authority to determine the matter in the absence of complete records. If the Authority was to use the period advanced by Lazyworm and take holiday breaks into account, it estimated this to be 68 weeks based upon five hours. This amounted to \$12,410. By contrast, the period claimed by Mr Shalaldehy amounted to \$16,152 in remuneration.

After assessing all of the circumstances, the Authority held that a fair amount of remuneration payable was \$15,000. However, this was reduced to take into account the bonus payment made to Mr Shalaldehy as per the previous determination. Lazyworm was required to pay Mr Shalaldehy \$13,000 pursuant to section 123(1)(b) of the Act to compensate for additional hours worked whilst in employment. Mr Shalaldehy represented himself, so no issue of costs arose.

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*Shalaldehy v LazyWorm Applications Limited* [[2021] NZERA 30; 27/01/2021; D Beck]

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## Compliance order granted for previous determination regarding holiday pay

Ms McKay applied to the Employment Relations Authority (the Authority) for a compliance order on the basis that Wanaka Pharmacy Limited (Wanaka Pharmacy) had not complied with a determination of the Authority to pay her holiday pay of \$57,334.24. Ms McKay sought an order for Wanaka Pharmacy to comply with the determination and to pay her holiday pay and costs.

Ms McKay was married to, but now separated from, Mr Heath, sole Director and Shareholder of Wanaka Pharmacy. Wanaka Pharmacy challenged the holiday pay order made in the determination in the Employment Court (the Court). A minute from the Employment Court dated 16 October 2020 was attached to the Statement of Problem. It stated that the parties would confer, and Wanaka Pharmacy would file and serve either an application for a stay of execution or appropriate memorandum by close of business 23 October 2020.

Mr Towner, counsel for Ms McKay, emailed Ms Grant, counsel for Wanaka Pharmacy, advising Ms McKay would agree to a stay of proceedings provided there was a payment of \$57,334.24 into Court. On 23 October 2020 Wanaka Pharmacy made a payment of \$13,724.83 to Ms McKay for compensation and fuel costs ordered in the determination that was not the subject of the challenge.

The Authority needed to determine a number of issues in this case. Firstly, whether a compliance order should be made for payment of holiday pay awarded in the earlier Authority determination. Secondly, if the compliance order was made, then what timeframe should the Authority specify the order to be obeyed within. Thirdly, if there was a compliance order made, then this case would be appropriate for indemnity costs. Lastly, if it is not an appropriate case for indemnity costs, what costs should be awarded.

The Authority has the power to order compliance under section 137(1)(b) of the Employment Relations Act 2000 (the Act) where any person has not complied with a determination in the Authority. There were some supporting factors to issue a compliance order in this case. Holiday pay is a statutory requirement. Even if there were issues to make payment, the Authority should proceed very cautiously where there has been non-compliance with a determination ordering statutory entitlements.

Furthermore, there were other options available to Wanaka Pharmacy by way of application to the Court for a stay or agreement to make payment of the amount challenged in Court. Wanaka Pharmacy claimed they intended to make an application for a stay, but the challenge was filed in July 2020 and no such application had been made. There had been no payment to the Court of the holiday amount, although Ms McKay would have been agreeable to that.

The Authority placed weight on Mr Towner's submission that the Statement of Claim lodged in the Court supported that there was holiday pay owing. There had not been payment of the sum claimed owing to Ms McKay with any balance paid into Court. The Authority was persuaded to entitle Ms McKay to an order for compliance that she be paid holiday pay as ordered in the Authority's determination.

The Authority then considered the Christmas period and other timeframes and thought it appropriate to order compliance by 3 February 2021. The Authority ordered Wanaka Pharmacy to comply with the determination of the

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Authority dated 16 June 2020 and pay Ms McKay the sum of \$57,334.24 being holiday pay by 3 February 2021. Mr Towner sought for costs to be determined and not reserved and the Authority determined it appropriate to determine costs.

Mr Towner submitted that Ms McKay had to take legal advice in light of what he described as “*continuing defiance*” of the Authority’s determination. Steps were taken to set out the lodging of the Statement of Problem, considering documents lodged by Wanaka Pharmacy, attending an urgent telephone conference with the Authority, and preparing an affidavit and submissions. Mr Towner submitted that none of these steps would have been necessary, had Wanaka Pharmacy complied with the Authority determination, payment into Court or a stay application made in a timely manner. Mr Towner sought costs of \$3,000.

The Authority did not find it appropriate to award indemnity costs because the circumstances did not reach that high threshold. The Authority determined that Wanaka Pharmacy was to comply with the determination of the Authority dated 16 June 2020 and the order in paragraph 110 (b) and pay Ms McKay the sum of \$57,334.24 for holiday pay. Wanaka Pharmacy was also ordered to pay Ms McKay the sum of \$1,325 for costs and \$71.56 for reimbursement of the filing fee.

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*McKay v Wanaka Pharmacy Limited* [[2020] NZERA 540; 23/12/2020; H Doyle]

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

[Employment Relations Act](#)

[Holidays Act](#)

[Restructure and Redundancy](#)

[Personal grievances](#)

[Deductions \(Wages Protection\)](#)

## Employer News

### Employment indicators: Weekly as at 8 February 2021

The experimental weekly series provides an early indicator of employment and labour market changes in a more timely manner than the monthly employment indicators series.

The weekly employment indicators use the timelier and more detailed payday filing that has been available from Inland Revenue since April 2019. Our experimental series includes number of paid jobs and earnings for three time-lag series that have different coverage of jobs depending on their pay period. The 6-day series includes jobs with a pay period equal to or less than 7 days, while the 20-day series covers jobs with pay periods of 14 days or fewer. The 34-day series includes all jobs regardless of their pay period.

Due to the nature of the administrative data that these indicators draw from, the accuracy of the data improves the further out from the reference week it relates to. These counts are published as they are, and no work has been done to adjust for seasonality or data flow issues. We advise strong caution in making decisions based on this data.

#### Key facts

The 6-day series includes jobs with a pay period equal to or less than 7 days, while the 20-day series covers jobs with pay periods of 14 days or fewer. The 34-day series includes all jobs regardless of their pay period.

The 34-day series indicated that for the latest week, the week ended 3 January 2021:

- the number of paid jobs (compared with the previous week) were:

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- 2,158,810 total paid jobs (down 46,580 or 2.11 percent)
- 107,830 paid jobs in primary industries (down 4,340 or 3.87 percent)
- 404,950 paid jobs in goods-producing industries (down 13,440 or 3.21 percent)
- 1,589,720 in services industries (down 28,190 or 1.74 percent)
- 56,320 in unclassified industries (down 600 or 1.05 percent)
- the median income (compared with the previous week) was:
  - \$1,077.25 (up \$2.25 or 0.21 percent).

To read further, please click the link below.

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 [Statistics New Zealand \[11 February 2021\]](#)

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## 40,000 New Zealanders to be supported back into work through Flexi-wage expansion

Prime Minister Jacinda Ardern and Minister for Social Development and Employment Carmel Sepuloni have today announced a significant expansion to the Government's Flexi-wage initiative, which will see up to 40,000 New Zealanders supported into work.

The changes significantly increase the average amount a business can access to hire a worker, and scale up the number of out of work New Zealanders the scheme will reach.

"Flexi-wage is an important plank of our economic recovery plan," Jacinda Ardern said. "The expansion of it is expected to help thousands more New Zealanders into employment."

Businesses can now receive an average of \$7,500 per employee, although this amount will depend on individual circumstances.

Flexi-wage supports businesses getting back on their feet to take on new workers, and is targeted at kiwis struggling to re-enter the work force, including those who lost their jobs due to Covid.

"We made a commitment to expanding Flexi-wage during the election and today's announcement delivers on that promise," said Jacinda Ardern.

"We are seeing the positive outcomes of our strong economic plan with recent Statistics New Zealand data showing unemployment fell from 5.3 percent to 4.9 percent, but there is more to do."

Today's announcement includes a ring-fenced \$30 million self-employment component, and covers increased support through training and mentoring for those out of work wishing to start their own business.

Through the existing scheme, 40,167 Flexi-wage subsidies were approved between 1 July 2014 and 30 June 2020. The Ministry of Social Development (MSD) leads the programme and will begin taking applications for the expanded programme on Monday.

Flexi-wage is also available to help with training or in-work support that a person may need to do that job. However, the job must continue after the Flexi-wage has finished.

"Through MSD, we're delivering a range of employment services so we can help more New Zealanders achieve their potential," says Carmel Sepuloni.

"The Flexi-wage expansion gives employers confidence to take on and train people, knowing the person will be supported until they're equipped and ready to meet the requirements of the job.

"This gives employers an incentive to take on new staff members to help sustain and grow their business.

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“In expanding the Flexi-wage programme, eligibility has been widened from initially helping job seekers on a benefit and at risk of long-term unemployment, to now include job seekers disadvantaged in the labour market who may not necessarily be receiving a benefit.

“For employers, Flexi-wage provides certainty by providing set rates to businesses looking for staff. The duration of the subsidy will be based on the needs of the person employed and lines up with evidence of effectiveness and international literature on the effect of wage subsidies.

“It is another step in the journey to creating a system which ensures people have an adequate income and standard of living,” says Carmel Sepuloni.



New Zealand Government [11 February 2021]

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## New COVID-19 Payment Supports Business

From tomorrow [9 February 2021] employers can receive a \$350 payment if their employees cannot work from home while awaiting a COVID-19 test result.

The Short-Term Absence Payment (STAP), is part of the Government’s Business Support Package and reinforces an ongoing commitment to helping businesses and their employees navigate the COVID-19 pandemic. It will apply to COVID-19 tests taking place from 9 February 2021.

“Business has a key role to play in helping New Zealand navigate the COVID-19 pandemic,” says Minister for Social Development and Employment Carmel Sepuloni. “Testing for COVID-19 remains a critical ongoing element in our elimination strategy. We need people to take the test if they feel unwell and removing any barriers is important.

“From tomorrow, businesses whose workers need to stay at home while they await a test result can contact MSD and apply for a one off \$350 payment to help pay that staff member while they await a result, if they are unable to work from home.

“This payment will help reduce financial pressure on businesses and encourage them to continue their valuable role in keeping COVID-19 in check.

“STAP also covers household contacts (or secondary contacts) who are staying at home in line with public health guidance, while waiting for a close contact to get a test result.

“We’ve made it easy to apply for, with a very simple application criteria. I encourage any business whose employees are waiting for a test to get in touch with MSD and apply for the payment,” says Carmel Sepuloni.

Minister for Workplace Relations Michael Wood says the new payment will help businesses do their part to keep New Zealanders safe and keep COVID-19 out of the community.

“We’ve listened to businesses and workers alike who said we needed a way to support businesses to help workers stay home if they’re getting tested. STAP complements the existing COVID-19 Leave Support Scheme to support businesses when they have employees at risk of spreading infection.

“The Short-Term Absence Payment can be used to cover the cost of a worker’s sick leave for those who are feeling unwell and is also available to enable businesses to continue to pay workers who aren’t eligible for sick leave or don’t have any sick leave left. This helps everyone stay home and stop the spread of COVID-19.

“Increasing the minimum entitlement of sick leave to ten days and giving employers a helping hand throughout the pandemic shows our balanced approach,” Michael Wood says.



New Zealand Government [8 February 2021]

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## Legislation

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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.

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### **Bills open for submissions: 6 Bills**

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

[Crown Pastoral Land Reform Bill](#) (22 February 2021)

[Social Security \(Financial Assistance for Caregivers\) Amendment Bill](#) (22 February 2021)

[Land Transport \(Drug Driving\) Amendment Bill](#) (26 February 2021)

[Family Court \(Supporting Children in Court\) Legislation Bill](#) (28 February 2021)

[Water Services Bill](#) (2 March 2021)

[Budget Policy Statement 2021](#) (15 March 2021)

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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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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)

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