Employer Bulletin

Our Weekly News Digest for Employers

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Cases

Employment Relations Authority: Six Cases

Employer claimed Instagram post breached confidentiality

On 28 February 2020 Mr Pakeho, who trades as Danny's Flooring NZ (Danny's Flooring) filed a Statement of Problem with the Employment Relations Authority (the Authority) claiming that Mr Tai-Rakena had breached clause 1 of the Record of Settlement. On 20 May 2020, Mr Tai-Rakena, filed a Statement of Problem and claimed that Mr Pakeho had breached the terms of a Record of Settlement, by failing to follow clauses 2 and 3.

On 15 January 2020 the Record of Settlement was signed by Mr Tai-Rakena and by Mr Pakeho, on behalf of Danny's Flooring. This was also signed by a Mediator employed by the Ministry of Business, Innovation and Employment (MBIE).

The Record of Settlement contained three clauses. The first clause stated that all matters discussed were to remain confidential to the parties involved. The second clause stated that Danny's Flooring must pay Mr Tai-Rakena the sum of $5,000. The third clause outlined that Danny's Flooring to pay costs of $2,500 plus GST on receipt of a GST invoice.

Mr Pakeho's claim against Mr Tai-Rakena regarded a video on Instagram, a social media platform. The video was of himself standing in front of the MBIE offices with the comment "*#truthbetold*". This was posted on 15 January 2020 between 10.00am and 12.00pm, which was during the time mediation was taking place. Mr Tai-Rakena claimed that the video had been posted prior to the mediation taking place, before he had been advised of confidentiality requirements or had entered into any agreement with Mr Pakeho.

The Statement of Problem filed by Mr Tai-Rakena outlined a claim that Mr Pakeho had breached clauses 2 and 3 of the Record of Settlement by not paying the sums set out in clause 2 until after the due dates, and that the final payment of $500 had not been made at all. Furthermore, that clause 3 had been breached by Mr Pakeho failing to make any payments to Mr Tai-Rakeno's representative.

The video posted by Mr Tai-Rakeno on Instagram identified it as having been made on MBIE premises and posted on Instagram on the morning of 15 January 2020. It remained on Instagram and was available to be viewed for a significant period following the mediation. Section 148 of the Employment Relations Act 2000 (the Act) states under confidentiality provisions persons must, keep confidential any statement, admissions, or document created or made for the purposes of the mediation and any information that, for the purposes of the mediation, is disclosed orally during the mediation. The Authority did not find that the posting of the video by Mr Tai-Rakena breached the confidentiality provisions of the Act.

The Record of Settlement required Mr Pakeho to make payments by instalments. Mr Pakeho stated that the reason for the instalment plan was that his business and ability to pay was dependent on client payments, which were disrupted due to the Covid-19 global pandemic. Mr Pakeho failed to make payments on due dates, and two payments were outstanding. Furthermore, that the payment under clause 3 was not paid.

The Authority determined that Mr Pakeho had breached clauses 2 and 3 of the Record of Settlement. The Authority ordered Danny's Flooring to pay the sum of $1,500 to Mr Tai-Rakena.

Costs were to lie where they fell.

Tai-Rakena v Pakeho trading as Danny's Flooring NZ [[2021] NZERA 34; 29/01/2021; E Robinson]

Personal grievance raised out of time allowed as employee's agents both failed to raise claim in time

On 27 February 2020 Mr Wilson lodged an application with the Employment Relations Authority (the Authority). Mr Wilson claimed that one or more conditions of his employment were affected to his disadvantage by the unjustified actions of Coffee Plus Limited (Coffee Plus) and that he was unjustifiably dismissed.

Coffee Plus argues that Mr Wilson failed to raise his personal grievances within the requisite 90-day period and accordingly the Authority did not have jurisdiction to investigate and determine his claims. Mr Wilson applied for leave to extend the time to raise his personal grievances outside the 90-day period. By agreement of the parties the Authority determination dealt only with the preliminary issue of whether leave should be granted.

Mr Wilson worked for Coffee Plus as its Operations Manager for about ten years before his dismissal on 8 November 2019. Mr Wilson was represented throughout the disciplinary process.

Coffee Plus said it did not become aware Mr Wilson was raising personal grievances until he lodged his application with the Authority on 27 February 2020 and the Statement of Problem was served on them. In Coffee Plus' Statement in Reply it did not agree to the raising of the grievances outside the 90-day period. On 20 April 2020 Mr Wilson lodged an amended statement seeking leave to raise his personal grievances outside the 90-day period. In his application for leave Mr Wilson said that prior to instructing his current advocate, he had engaged two other representatives during the disciplinary process and after his dismissal. He acknowledged that due to communication problems no personal grievance was raised by either representative.

The Authority outlined the requirements of the Employment Relations Act 2000 in relation to raising a personal grievance. The Authority examined whether Mr Wilson made reasonable arrangements to have his personal grievances raised by his agents. If so, then whether the agents unreasonably failed to ensure the grievances were raised in time. In reviewing the correspondence between Mr Wilson and his agents as a whole, the Authority was satisfied Mr Wilson made reasonable arrangements to have his personal grievances raised within the 90-day period.

The Authority then considered whether the agents unreasonably failed to ensure the grievances were raised within time limit. The Authority said Mr Wilson was entitled to rely on the two agents engaged to protect his interests and raise his personal grievances within the statutory time limit. The onus was on them to ensure it was done. The Authority found the agents failed unreasonably to raise Mr Wilson's personal grievances and in all the circumstances considered it just for leave to be granted to Mr Wilson to raise his grievances outside the 90-day time period.

The parties were directed to use mediation to seek to mutually resolve Mr Wilson's grievances.

Wilson v Coffee Plus Limited [[2021] NZERA 53; 15/02/2021; V Campbell]

Director ordered to ensure employer pays amounts outstanding from previous determinations

Mr Oliver argued that Scott Haulage 2010 Limited (Scott Haulage) failed to comply and meet monetary awards made in his favour in determinations from 29 January 2019 and 11 December 2018. These determinations ordered Scott Haulage to pay costs and a penalty. In this determination, Mr Oliver sought for the Employment Relations Authority (the Authority) to direct Mr Biggs, sole Director of Scott Haulage, to take active steps to ensure the previous

determinations are complied with. The Authority noted that Scott Haulage and Mr Biggs did not participate in these proceedings and the matter had a long history of non-participation with Scott Haulage failing to comply with five previous determinations.

The Authority needed to determine whether a direction could be made under section 137(2) of the Employment Relations Act 2000 (the Act). The Authority needed to be convinced that Mr Biggs exercised a sufficient degree of control over Scott Haulage so that it would be appropriate to order that he takes steps to ensure Scott Haulage meets its obligations to make payments outstanding to Mr Oliver. The Authority has the power to make this direction despite Mr Biggs not being in an employment relationship with Mr Oliver.

Mr Oliver argued that Mr Biggs as the sole Director of Scott Haulage, was the only person known of as owning and running the company. Furthermore, he also argued that Mr Briggs was the only person in a position to direct Scott Haulage to meet its obligations. The Authority noted that in the absence of any evidence to the contrary from Mr Biggs, it reasonably agreed with Mr Olivier. In this case, it was in the interests of justice to direct Mr Biggs to take steps to ensure the obligations owed by Scott Haulage to Mr Oliver were met.

The Authority felt it important to note that whilst this was not a determination to make Mr Biggs personally liable, there was a failure from Scott Haulage's to meet long overdue payments arising out of the employment relationship. The outcome of a failure could result in Mr Biggs being fined up to $40,000 and/or imprisonment not exceeding three months and/or property of Mr Biggs being sequestered under section 140 of the Act.

The Authority directed Mr Biggs as an agent of Scott Haulage to take steps to ensure that Scott Haulage pays Mr Oliver amounts outstanding in previous determinations. Scott Haulage was ordered to make these payments no later than 12 February 2021. Mr Oliver was awarded additional costs associated with this application of $3,000 and the application fee of $72.56. Scott Haulage was ordered to pay those costs.

Oliver v Scott Haulage 2010 Limited [[2021] NZERA 7; 12/01/2021; D Beck]

Penalty imposed on employer and Director for purposeful breach of minimum entitlements

The Labour Inspector filed claims in the Employment Relations Authority (the Authority) against Shah Enterprise NZ Limited (Shah Enterprise) and Mr Shah, sole Director and Shareholder of Shah Enterprise. The claims related to various alleged breaches by Shah Enterprise of minimum standards in legislation and employment standards regarding Mr Maradiya, a former employee.

The Labour Inspector sought payment for arears of minimum wage, arrears for annual holiday pay and penalties against Shah Enterprise for multiple breaches of legislation. The Labour Inspector also claimed that Mr Shah is a person involved in some or all the breaches. The Labour Inspector sought to recover any amounts from Mr Shah owing to Mr Maradiya should Shah Enterprise be unable to pay. Penalties against Mr Shah were also sought for being a person involved with the breaches by Shah Enterprise.

On 23 January 2019, the Labour Inspector received information from a complaint made by Mr Maradiya through the Contact Centre of the Ministry of Business Innovation and Employment (MBIE). Upon the receival of the complaint, the Labour Inspector investigated.

Mr Maradiya said that he was only offered 20 hours of work a week from February 2018 to November 2018 as he was on a student visa and only legally allowed to work for 20 hours. Mr Maradiya also claimed that from May 2018 he worked over 80 hours a week, but was only paid for 20 hours. Furthermore, when Mr Maradiya asked why he was not being paid for all the hours he was working, Mr Shah told him that if he wanted to be paid, he would need to repay Shah Enterprise the tax it had paid on his behalf since he commenced employment.

The Authority held that Mr Maradiya was not paid for all hours worked and that Shah Enterprise was in breach of section 6 of the Minimum Wages Act 1983 (Minimum Wage Act). As Mr Maradiya was living with Mr Shah during the course of his employment but did not pay for accommodation, a 15 percent deduction was to be applied under section 7 of the Minimum Wage Act. It was noted that this deduction was at the higher end of the amount that could be deducted under the Minimum Wage Act.

Based on Mr Maradiya's evidence, which was not contested by Shah Enterprise or Mr Shah, he was owed $27,998.25. After the deduction for the accommodation, and $12,150 already paid, the Authority held that Mr Maradiya was owed $11,648.51 gross.

The Labour Inspector claimed that Mr Maradiya was not paid holiday pay. The Authority concluded that Mr Maradiya had not been paid holiday pay during his employment or on its termination. Mr Maradiya was owed holiday pay arrears of $2,239.86 gross.

Mr Shah was directly involved in the breach of the Minimum Wage Act and the Holidays Act 2003 (the Holidays Act). Mr Shad aided and abetted Shah Enterprises in terms of its failure to pay the employee the minimum wage and holiday pay. Mr Shah was aware of the hours Mr Maradiya worked and also calculated wages and payments to him. When Mr Maradiya asked to be paid for all hours worked, he was told by Mr Shah that he would have to repay tax which was paid by Shah Enterprises on income already earned. Mr Shah was held to be a person involved in the breaches by Shah Enterprises. Should Shah Enterprises be unable to pay arrears, then Mr Shah would be liable for arrears.

The Authority found intentional and purposeful action by Mr Shah regarding non-payment of minimum wage and holiday pay. The Authority held that Mr Shah knew obligations but purposefully decided to not abide by those obligations as he was providing Mr Maradiya with accommodation.

The Authority held that Shah Enterprise breached the Minimum Wage Act, the Holidays Act and the Employment Relations Act 2000. Shah Enterprise was ordered to pay Mr Maradiya $11,648.51 gross for minimum wage arrears, $2,239.86 gross for annual holiday pay and interest on those sums. Mr Shah was held to be a person involved in the breaches by Shah Enterprise. If Shah Enterprise had not paid within 42 days of this determination, Mr Shah would have to pay those sums with interest.

Shah Enterprise was ordered to pay a penalty of $32,000 and Mr Shah was ordered to pay penalty of $16,000. These penalties were to be paid to the Authority with 30 per cent to be forwarded to Mr Maradiya and the rest to the Crown Bank account. Costs were reserved.

A Labour Inspector of the Ministry of Business Innovation and Employment v Shah Enterprise NZ Limited [[2020] NZERA 505; 07/12/2020; A Fitzgibbon]

Employee unjustifiably dismissed following failure to change employee's visa conditions

Mr Vermuelen was employed by Mikes Transport Warehouse Limited (Mikes Transport Warehouse) as a Sales Representative from early January 2020 until 5 March 2020. He then worked for Modern Transport Engineers Limited (Modern Transport Engineers) from 6 to 12 March 2020. Mr Vermuelen claimed he was unjustifiably dismissed from both businesses. He also claimed that one or more conditions of his employment were affected to his disadvantage by the unjustified actions of both Mikes Transport Warehouse and Modern Transport Engineers. Additionally, Mr Vermuelen asked the Employment Relations Authority (the Authority) to impose a penalty for breaches of his employment agreement.

Mr Vermuelen accepted and signed an employment agreement in mid-November 2019 for a position as a Sales Representative. A one-year work visa was granted in mid-December 2019 and his first day at Mikes Transport Warehouse was 7 January 2020. Mr Vermuelen claimed the role offered to him before he started working for Mikes Transport Warehouse was different to the role he actually performed. To support this claim, he produced an advertisement that had been placed by Mikes Transport Warehouse on Trade Me and the job description in his employment agreement. In the Employer Supplementary Form that supported Mr Vermuelen's application for a work visa the position was called "*Sales Representative MV Parts*".

The Authority accepted that the Directors explained to Mr Vermuelen what products needed to be sold. He was given a company vehicle and mobile phone, which indicated an intention he would be out on the road. However, the Authority was ultimately persuaded by Mr Vermuelen's evidence that Mikes Transport Warehouse had failed to ensure the role was made clear by correctly describing the work. This contributed to the Authority's finding that Mr Vermuelen's employment was affected to his disadvantage.

The Authority was not satisfied that Mr Vermuelen was disadvantaged by apparently receiving conflicting instructions. Mr Vermuelen also failed to establish he was disadvantaged by the level of support he received in his role. Mr Vermuelen was provided with the guidance and support one would expect for a Sales Representative with Mr Vermuelen's skills and experience. He was provided with information about company products and regularly met with other Sales Representatives and Managers. The Authority did not identify any conduct on the part of Mikes Transport Warehouse or Modern Transport Engineers that had breached good faith, as claimed.

In early March, Mr Vermuelen was asked to attend a meeting with Mr Ratcliffe, a Director of both Mikes Transport Warehouse and Modern Transport Engineers, who was concerned about Mr Vermuelen's lack of progress. Mr Vermuelen became upset during the meeting, where, according to Mr Ratcliffe and witnesses, Mr Vermuelen said he could not do the job. The Authority concluded that Mr Vermuelen was not dismissed by Mikes Transport Warehouse. Instead, there was an agreement that he move to a different job with Modern Transport Engineers, a separate legal entity.

On his first day with Modern Transport Engineers, Mr Vermuelen approached Mr Flyger, Human Resource Manager about an employment agreement for his new role. Mr Flyger apparently agreed to keep Mr Vermuelen on the books of Mikes Transport Warehouse as a Sales Representative until Mr Vermuelen could change his visa conditions. Later that week, Mr Flyger received a letter from Immigration New Zealand relating to another employee and became concerned that Mr Vermuelen was in breach of his work visa. This led to a meeting on 12 March 2020 where Mr Vermuelen was told it would be unlawful for Modern Transport Engineers to continue employing him. Mr Vermuelen left the workplace and did not return.

The Authority found Mr Vermuelen was unjustifiably dismissed from his employment with Modern Transport Engineers on 12 March 2020. The employee was entitled to have the issues of concern clearly identified and a proper opportunity to respond before any decision was made. Modern Transport Engineers, through Mr Flyger, was fully aware of Mr Vermuelen's visa situation before he started work, but did not consider alternatives to dismissal.

The Authority ordered Modern Transport Engineers to pay Mr Vermuelen three months' lost wages, which amounted to $13,747.50 gross. The Authority further awarded compensation of $10,000 for unjustified dismissal due to Mr Vermuelen's inability to source an income and the impact on his family. In awarding this sum the Authority noted there had been a discernible upswing in the quantum of awards for compensation.

The Authority ordered Mikes Transport Warehouse to pay Mr Vermuelen $3,000 for hurt and humiliation as a result of the unjustified disadvantage. As Mr Vermuelen had not provided any evidence of his former employers' failure to act in good faith, and to avoid double dipping, the Authority declined to impose further penalties.

Costs were reserved.

Vermuelen v Mikes Transport Warehouse Limited [[2020] NZERA 500; 03/12/2020; V Campbell]

Migrant with Visa required to work almost twice as many hours as he was paid for

A Labour Inspector brought a claim against Basra and Khella Limited (Basra and Khella) regarding concerns for Mr Behgal, a former employee of Basra and Khella. The Labour Inspector claimed that Mr Behgal worked considerably more hours than he was paid. The Labour Inspector alleged breach of the Minimum Wage Act 1983 (the Minimum Wage Act), the Holidays Act 2003 (the Holidays Act), the Employment Relations Act 2000 (the Employment Relations Act) and the Wages Protection Act 1983 (the Wages Protection Act). Basra and Khella claimed that Mr Behgal was paid for all the hours he worked and denied alleged breaches of legislation.

In February 2018 Mr Behgal contacted the Labour Inspector and claimed that he had been under pressure to work more hours than he agreed in his employment agreement and was in fear that his visa would be cancelled. Mr Behgal claimed that he would work 75 hours a week but was only paid for 40 hours. No copies of rosters were retained by Basra and Khella earlier than July 2017. The Employment Relations Authority (the Authority) noted that substantial witness evidence and other evidence regarding the time sheets and rosters provided by Basra and Khella for the period after July 2017, suggested the rosters and timesheets were not accurate. A co-worker's evidence was that he had not seen those rosters before and that he worked off a roster that only covered him. Rosters provided by Basra and Khella covered several people. The Authority concluded that those rosters were not actually used at that time.

Mr Behgal provided transport evidence to the Authority with a number of Hop card records. Mr Basra, sole Director of Basra and Khella, argued that the span of trips relied upon were too short to support Mr Behgal's claim. The Authority found that they provided solid evidence that for around three months, the records were consistent with the hours Mr Behgal claimed to have worked. The Authority noted that the periods where Mr Behgal did not use his Hop card were satisfactorily explained.

There were also text messages which showed Mr Behgal referring to being on the train to get to work. The co-worker submitted that Mr Behgal got the train to work for a period of time and sometimes dropped him off at the station. He also recalled Mr Basra sometimes dropping Mr Behgal off at the station. Mr Basra denied this or knowing anything about Mr Behgal getting the train. However, there was a text message from Mr Behgal stating he would be late as the "*train was stopped*" with Mr Basra replying "*Ok see u shortly*".

The Authority found Mr Basra's evidence regarding hours of work and roster documentation unconvincing. Basra and Khella's rosters were inconsistent with Hop card records, pay records and banks statements which showed when Mr Behgal was paid. After considering the evidence, the Authority concluded on the balance that Mr Behgal did work substantially longer hours than he was paid.

Basra and Khella did not keep or provide adequate time and wage records or holiday and leave records therefore, breached legislation. The Authority also accepted that Mr Behgal worked on the public holidays as claimed and that he was not paid for public holidays or alternative days.

The Authority noted that penalties are enforced to address the inequality of bargaining power in the employment relationship. Mr Behgal was a temporary visa holding migrant whose employment and immigration status was dependent of Basra and Khella. Basra and Khella had a high level of power and required Mr Behgal to work almost twice as many hours of work as he was paid for. The Authority found there to be a considerable disadvantage as Mr Behgal was vulnerable.

The Authority found six breaches with a maximum total penalty of $120,000 for Basra and Khella. The Authority noted that Ms Basra had an accountant to assist in keeping records and was a franchise owner with a national chain of liquor stores. The Authority noted that standards must be complied with, even if there is some financial inconvenience to the employer. Additionally, parts of the liquor industry have had particular issues with not paying employees' minimum employment standards, so there was need for wider deterrence.

Basra and Khella was ordered to pay Mr Behgal $25,323.50 gross for minimum wages, $1,926.57 gross for annual leave arrears, $482.90 gross for public holiday pay, $743.28 gross for alternative holidays and interest on those sums from 11 February 2018. Basra and Khella was ordered to pay $18,000 as a penalty for its breaches of the Minimum Wage Act, the Holidays Act and the Employment Relations Act. All payments had to be paid within 28 days of this determination. Costs were reserved.

A Labour Inspector of the Ministry of Business, Innovation and Employment v Basra and Khella Limited [[2020] NZERA 534; 22/12/2020; N Craig]

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

Full and Final Settlements

Employment Relations Act

Minimum Wage Act

Records

Immigration

Employer News

Govt purchases enough Pfizer vaccines for whole country

The Government has guaranteed that every New Zealander will have access to the Pfizer/BioNTech vaccine, after securing an additional 8.5 million doses, Prime Minister Jacinda Ardern announced today.

"The Government has signed an advance purchase agreement for 8.5 million additional doses, enough to vaccinate 4.25 million people. The vaccines are expected to arrive in New Zealand during the second half of the year," Jacinda Ardern said.

"This brings our total Pfizer order to 10 million doses or enough for 5 million people to get the two shots needed to be fully vaccinated against COVID-19."

The Government's original agreement with Pfizer was for approximately 1.5 million doses, enough to vaccinate 750,000 people.

"The decision to make Pfizer New Zealand's primary vaccine provider, was based on the fact the Pfizer vaccine has been shown to be about 95 percent effective at preventing symptomatic infection.

"It also means all New Zealanders will have the chance to access the same vaccine.

"Whilst the Pfizer vaccine does need to be kept at ultra-cold temperatures, this challenge is offset by only having to deal with one vaccine, rather than multiple vaccines with multiple protocols. It will simplify our vaccine roll out.

"This purchase marks a significant milestone in New Zealand's fight against COVID-19. We can take heart that we've now secured one of the strongest and more effective tools in the COVID-19 toolkit.

"With every person who gets vaccinated, New Zealand gets one step closer to moving away from restrictions to manage COVID-19," Jacinda Ardern said.

"This is a significant addition to our COVID-19 vaccine portfolio. It indicates our confidence in the vaccine's performance to date and our demonstrated ability to administer it," COVID-19 Response Minister Chris Hipkins said.

"The Ministry of Health is now working with Pfizer on a delivery schedule for the additional vaccines which will ensure a smooth rollout and a scaling up of our vaccination programme as we start to immunise the general public from the middle of the year.

To read further, please click the link below.

New Zealand Government [8 March 2021]

Celebrating Women in our COVID response – International Women's Day 2021

"This International Women's Day I acknowledge the women who have been crucial in our COVID-19 recovery – our scientists, healthcare professionals, and essential workers – and everyone who is working every day to help women and girls achieve their potential in Aotearoa New Zealand," says Minister for Women Jan Tinetti

"This Government is delivering for New Zealand women – a couple of weeks ago the Prime Minister, the Rt Hon Jacinda Ardern, and I announced that from June all primary, intermediate, secondary school and kura students will have access to free period products. This will make a huge impact on students' wellbeing and help reduce barriers to education.

"We've passed world-leading equal pay legislation and delivered significant pay equity settlements, to make sure those working in female-dominated workforces are paid fairly.

"We have proved the gender pay gap can be reduced. With the Gender Pay Gap Action Plan, we've delivered the biggest drop in the public service gender pay gap in 17 years, it's now 9.6 per cent - the lowest ever recorded.

"And, we made sure our state sector governance boards are made up of at least 50 per cent women, and our senior leadership in the public service is 53 per cent women, because diverse boards make better quality decisions.

To read further, please click the link below.

New Zealand Government [8 March 2021]

Job numbers fall in December quarter

Filled jobs in the December 2020 quarter fell by almost 1 percent or 19,000 jobs, compared with the December 2019 quarter, Stats NZ said today.

The national fall is the first year-on-year fall since the PAYE- tax-based series began in June 2011 and it follows slowing growth in filled jobs in the September and June 2020 quarters.

Several tourist areas of the South Island and Auckland had large falls, while the rest of the North Island fared better.

Filled jobs in the South Island were down 1.7 percent (8,659 jobs) in the December 2020 quarter when compared with December 2019.

The area with the largest percentage fall in filled jobs was the Queenstown-Lakes district: down 9.1 percent or approximately 2,000 jobs from December 2019.

"Employment in the Queenstown-Lakes district has been heavily affected by the drop of overseas visitors since COVID-19 border restrictions came into place," business insights manager Sue Chapman said.

Other tourist areas such as the Kaikōura district also fell by 5.5 percent (73 jobs) and the Mackenzie district experienced a 5.1 percent (115 jobs) drop.

To read further, please click the link below.

Statistics New Zealand [9 March 2021]

Manufacturing volumes up and wholesale trade values down in the December quarter

Manufacturing sales volumes in the December 2020 quarter rose slightly from the September quarter, after falling earlier in the year due to COVID-19, Stats NZ said today.

When seasonally adjusted, total manufacturing sales volumes rose to $26.8 billion, up 0.5 percent ($142 million) from the September 2020 quarter. Volumes are slightly above levels seen before COVID-19 hit in early 2020.

To read further, please click the link below.

Statistics New Zealand [9 March 2021]

Construction sales rise by almost $900 million in December quarter

Construction sales reached $19.6 billion in the December 2020 quarter, up $897 million (4.8 percent) from the December 2019 quarter, in part driven by home building, Stats NZ said today.

This followed a $1.6 billion (8.9 percent) year-on-year increase for the September 2020 quarter.

"After a low June 2020 quarter because of the COVID-19 national lockdown, construction sales rebounded in September and continued to grow in the December 2020 quarter," business statistics manager Sue Chapman said.

Most of the growth in construction sales in the December 2020 quarter was driven by home building and construction services, which includes land development and trades such as plumbing, electrical, and carpentry.

See Commercial construction slows, residential holds up for more information on construction work in the December 2020 quarter.

To read further, please click the link below.

Statistics New Zealand [9 March 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: 5 Bills

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

Budget Policy Statement 2021 (15 March 2021)

Films, Videos, and Publications Classification (Urgent Interim Classification of Publications and Prevention of Online Harm) Amendment Bill (1 April 2021)

Inquiry into the 2020 General Election and Referendums (6 April 2021)

Moriori Claims Settlement Bill (7 April 2021)

Land Transport (Drug Driving) Amendment Bill (16 April 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/

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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