Employer Bulletin

Our Weekly News Digest for Employers

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Cases

Employment Relations Authority: Six Cases

Minimum legislation entitlements not fulfilled

A Labour Inspector of the Ministry of Business Innovation and Employment (MBIE), Ms Liu, brought a claim against Dansan Investments Limited (Dansan) trading as Saaj Indian Cuisine. The claim was also brought against Ms Varghese and Mr Kader who were business partners and directors and shareholders of Dansan.

Dansan operated as Saaj Indian Cuisine restaurants in Auckland. The claim was on behalf of Ms Devi, who worked for Dansan at the Henderson store. The claim covered breaches of the Minimum Wage Act 1983 (MW Act), the Holidays Act 2003 (H Act) and the Wages Protection Act 1983 (WP Act). The Labour Inspector also claimed that Ms Varghese and Mr Kader are persons involved in some, or all of the breaches by Dansan.

Ms Devi told the Labour Inspector that she had not received wage payments for her actual working hours, no payment for public holidays worked, alternative holiday, or annual holiday entitlements. Ms Devi reported that she had been asked by the directors to pay $6,000 for assistance in supporting her work visa and that she had paid $3,000 cash to Ms Varghese.

The Labour Inspector claimed that Ms Devi was not paid at the minimum wage for all the hours she worked. She worked more hours than were specified in the employment agreement. When the actual hours worked were divided by the minimum wage, the Labour Inspector concluded that it did not meet the Minimum Wage requirements. Ms Liu calculated that the amount of wages owing based on minimum wage as $19,610.50 gross.

During Ms Devi's employment with Dansan, she was not given holiday payments for time she took as holidays. Ms Varghese also accepted that she did not pay Ms Devi holiday pay on termination. The Labour Inspector calculated the amount owed to be $6,950.25 gross.

Ms Devi also said she was not paid for public holidays worked. The directors told the Labour Inspector that Dansan employees get paid their normal wages payments when they worked on public holidays, but were given one and a half additional days off, which were paid out when employment ended. There was no record that Ms Devi received any alternative holiday entitlements, or such payments on termination. The Authority ordered Dansan to pay Ms Devi $840.48 gross as public holiday pay and $1,452 gross as alternative holiday pay.

The Labour Inspector also sought penalties against Dansan and Ms Varghese and Mr Kader as persons involved in the breaches. The Authority found that Dansan and the directors were involved in deliberate actions which occurred over an extended period. Dansan was ordered to pay $11,000 in penalties. Ms Varghese was ordered to pay $4,500 in penalties and Mr Kader was ordered to pay $600 in penalties.

A Labour Inspector of the Ministry of Business Innovation and Employment v Dansan Investments Limited trading as Saaj Indian Cuisine & Anor [[2020] NZERA 379; 21/09/2020; N Craig]

Settlement Agreement breached resulting in monies owed

On the 19 November 2018, a record of settlement was signed. The parties to the signed settlement at the time were the applicants, Mr and Mrs Bisht, and the sole director of the respondent, Mr Rashid. The respondent is Sultan Grills & Food Limited (Sultan Grills).

The settlement agreement stated that Mr Rashid will advise the liquidator that the applicants should be paid a combined total of 350 hours of work, at the current minimum wage of $16.50 per hour. If the applicants have not by been paid this amount in full through the liquidation process, Mr Rashid will pay the applicants the amount still owing on or before 19 November 2019.

The issue brought to the Authority by Mr and Mrs Bisht related to non-payment by Sultan Grills and Mr Rashid as per the settlement agreement. On 25 February 2020, Mr and Mrs Bisht sought a compliance order requiring Sultan Grills and Mr Rashid to comply with the settlement agreement. Mr and Mrs Bisht also sought imposition of a penalty against Sultan Grills for its breach, and reimbursement of the filing fee. Mr Rashid did not file a statement in reply, however in a letter to the Authority dated 8 March 2020, Mr Rashid accepted that there was a record of settlement entered into between the parties and that monies were owed to Mr and Mrs Bisht. Mr Rashid claimed he had suffered huge losses and the closure of his business in 2018 and that neither Sultan Grills nor he were able to pay the amounts owing.

Mr Rashid filed a petition for bankruptcy and on 1 November 2019 was adjudicated bankrupt. Mr Rashid was unable to make any payments under the settlement agreement due to his bankruptcy and therefore proceedings cannot be brought against him personally. However, the Authority could issue a compliance order against Sultan Grills in respect of its breach of the settlement agreement.

The Authority made an order that Sultan Grills was to pay Mr and Mrs Bisht the sum owed under the settlement agreement for 350 hours at $16.50 per hour totalling $5,775 within 28 days of the date of the determination. The Authority further ordered Sultan Grills to pay Mr and Mrs Bisht the filing fee of $71.56 within 28 days of the date of the determination. Mr and Mrs Bisht sought a penalty against Sultan Grills for the breaches of the settlement agreement. The Authority was not satisfied that due to circumstances a penalty should be awarded.

Gopal and Nandi Bisht v Sultan Grills & Food Limited [[2020] NZERA 417; 13/10/2020; A Fitzgibbon]

Unlawful suspension leading to constructive dismissal claim

Ms Stewart was employed by Schools Out Gore Limited (Schools Out) as a childcare worker from February 2017 until February 2018. Ms Stewart claimed she was constructively dismissed by Schools Out, subjected to several unjustified actions to her disadvantage, and owed wages and holiday pay.

Ms Stewart's employment with Schools Out involved working in after school care and a school holiday programme. On 21 February 2018, Ms Ferguson, the sole director and shareholder of Schools Out, advised Ms Stewart that she was being suspended from her employment. Ms Ferguson said she had received an allegation that Ms Stewart had "*tackled"* a child. Ms Stewart refuted the veracity of the allegation. According to Ms Stewart, the incident giving rise to the allegation occurred in respect of one of the children in early to mid-January and the child concerned was the son of Schools Out's supervisor. Ms Stewart said the supervisor saw that her son was being physically aggressive with the other children. The supervisor yelled out to Ms Stewart to stop him. Ms Stewart said she headed towards the child to calm him down and

tried to get hold of the child's arm, but his arm slipped out of her grasp, causing both her and the child to fall over. Ms Stewart said to soften the fall, she placed her arm on the ground. The incident took place on a grassed area. Ms Stewart said the child was not hurt or injured and that the situation was observed by the child's mother.

Ms Stewart said while suspended, she spoke with the child's mother who told her that the allegation was *"crap".* Ms Stewart said Ms Ferguson advised her that she would continue to receive wages while being suspended, however, that did not happen, Ms Stewart was left with no money to pay her bills. On 6 March, the Schools Out supervisor and mother of the child informed Ms Stewart that Ms Ferguson had texted her to ask Ms Stewart for her resignation. According to the supervisor, Ms Ferguson wanted Ms Stewart's resignation in writing by 6pm on 7 March, or she would contact the Ministry of Social Development and Oranga Tamariki regarding the allegation.

Ms Stewart was shocked and confused by what she was told. Ms Stewart contacted the Southland Community Law Centre for assistance and after further discussion with a caseworker at the law centre, Ms Stewart made the decision to resign from her employment. Ms Stewart explained the reasons for her resignation in a letter to Schools Out.

The law centre wrote to Ms Ferguson and raised personal grievances for constructive dismissal and several disadvantage grievances including Ms Stewart's suspension. Schools Out instructed an employment advocacy firm to represent it. Despite attempts by the law centre to resolve the matters between the parties, nothing came of it and the advocacy firm eventually stopped responding. The law centre then lodged a statement of problem in the Authority on Ms Stewart's behalf. Ms Stewart attended the investigation meeting with a support person. There was no attendance by Schools Out or Ms Ferguson and they did not send a representative to attend on their behalf.

The primary issue before the Authority was whether Ms Stewart was constructively dismissed by Schools Out. The disadvantage grievances advanced by Ms Stewart were effectively subsumed by the primary issue. Having carefully considered Ms Stewart's evidence, and taken into account such contrary evidence available to the Authority, which was extremely limited, the Authority found Ms Stewart was constructively dismissed by Schools Out based on a serious breaches of duty, which had the effect of repudiating her contract of employment.

The breach of duty by Schools Out consisted of several components, including failure to pay wages and holiday pay, unlawful deprivation and retention of wages, unjustified suspension, failure to properly particularise an allegation of misconduct and subsequent failure to investigate an allegation of misconduct.

There was no evidence before the Authority of any conduct by Ms Stewart that contributed to the termination of the employment by Schools Out. Consequently, no deduction to Ms Stewart's remedies for contribution was made. Schools Out were ordered to pay Ms Stewart reimbursement of three months ordinary time wages of $3217.50 gross, $257.40 gross holiday pay on that amount, $15,000 as compensation, underpayment of wages in the amount of $1,440 gross and underpayment of holiday pay of $960 gross.

Stewart v Schools Out (Gore) Limited [[2020] NZERA 421; 14/10/2020; A Dallas]

Ulterior motives lead to unjustified redundancy

Mr Verma worked for GM Global Solutions Limited (GM Global) under the terms of a written employment agreement from 1 September 2016 to February 2017. Mr Ndarowa was one of two shareholder directors of GM Global, a company that was removed from the New Zealand Companies Register on 20 July 2018. Mr Verma was employed by S-Net Technologies Limited (S-Net) from 10 April 2017, where he worked until 3 March 2019 as a Fibre Technician. Mr Ndarowa is the sole shareholder and director of S-Net.

Mr Verma alleged S-Net breached the terms of his employment agreement and sought to recover arrears of wages for unpaid wages and outstanding holiday pay. He claims S-Net breached the Holidays Act 2003 (HA), the Wages Protection Act 1983 (the WPA) and the Employment Relations Act 2000 (the Act). Mr Verma claims Mr Ndarowa aided and abetted the breaches of the employment agreement and was a person involved in breaches of minimum standards by S-Net.

During Mr Verma's employment he had three employment agreements. Each with minimum hours of 80 hours per fortnight at various pay rates. Under all three employment agreements, Mr Verma was not paid his minimum guaranteed

hours and he was awarded $32,471.50 for unpaid wages by the Employment Relations Authority (the Authority). Mr Verma was also not paid for his holiday entitlements upon termination and was awarded $5,407.03 in unpaid holiday.

Mr Verma claimed S-Net made unlawful deductions from his pay which equate to an unlawful premium under s 12A of the WPA. The first was that S-Net was required to pay back the difference between the hourly rate shown on his pay slip and the minimum wage applicable at the time. The rates reflected in Mr Verma's employment agreement were required to satisfy Immigration New Zealand for the purposes of Mr Verma's visa. He also claims he was required to pay for the advertising to retain his job when he applied for renewal to his work visa. The Authority member stated the deductions made from Mr Verma's wages were a claw back from the wages paid to him and was illegally sought and received by S-Net. The deductions are a premium on employment contrary to s 12A of the WPA and were unlawful. Furthermore, the payments deducted from Mr Verma's wages for advertising his role were an illegal premium. The purpose of the advertisements were in respect of Mr Verma's continued employment and Mr Verma was awarded $6,103.83 for unlawful deductions.

Penalties were sought in relation to the breaches of the legislation. This included penalties against Mr Ndarowa as a person who aided and abetted the breaches of Mr Verma's employment agreement. S-Net was ordered to pay a sum of $5,000 and Mr Ndarowa was ordered to pay a sum of $2,000.

Mr Verma also claimed he was unjustifiably dismissed. On 29 January 2019 Mr Verma received a letter from Mr Ndarowa advising him that S-Net was facing severe challenges with regards to shrinking workloads, which was affecting the company financially. Mr Verma was advised that his contract was being discontinued and his position would become redundant on 1 March 2019. On 16 March, a new employment agreement was offered to Mr Verma on the condition that he forgive his was arrears claims. He declined the offer and on 3 March 2019 his employment ended by reason of redundancy.

The Authority held that there was no proper process followed and no evidence was provided to show that S-Net was suffering from financial problems. Therefore, the Authority member was not satisfied that there was a genuine business reason for the redundancy. On the contrary, it appeared that the decision to terminate for redundancy was for ulterior motives and that Mr Verma was unjustifiably dismissed. He was awarded $10,320 for lost wages and $15,000 for hurt and humiliation.

Verma v S-Net Technologies & Anor [[2020] NZERA 364; 10/09/2020; V Campbell].

Employer personally liable for breach of minimum entitlements

Ms Rondel worked as a Kitchen Assistant/Baker at Mrs Vercoes Diner Limited (the Diner) for a little over a year and resigned in 2019. On her departure, she was owed holiday pay. Informal arrangements were implemented to allow the Diner to pay monies owed to Ms Rondel by way of instalment payments. Despite this, there were arrears still owing and Ms Rondel sought an order for $546.20 to be paid along with costs.

The first Respondent in this determination was Ms Vercoe, the sole director and shareholder of the second Respondent, the Diner (the Respondents). Apart from a very brief response to the Statement of Problem, the Respondents had not communicated with the Employment Relations Authority (the Authority) despite notice of a scheduled case management call on 25 June 2020.

The Authority had to determine whether holiday pay arrears were owed and if so, which of the Respondents were liable for payment and whether costs could be awarded. Vercoe did not dispute Ms Rondel's claim and was satisfied that the sum she claimed was valid.

There was some ambiguity as to which of the respondents employed Ms Rondel. A signed employment agreement showed Ms Vercoe as Ms Rondel's employer. However under an "*acknowledgement*" provision, the employment agreement recorded that the Diner offered employment to Ms Rondel.

To resolve the ambiguity, the Authority determined how Ms Rondel's employment operated in practice. Ms Rondel's wages, holiday pay and employer contributions for KiwiSaver were paid by the Diner. Further, Ms Rondel worked at the

premises controlled by the Diner. On balance, the Authority was satisfied that the Diner controlled and directed Ms Rondel's employment and was her employer. It followed that therefore that the Diner was liable for the payment of the remaining wages owed.

Mr Rondel claimed that Ms Vercoe was a "person involved in a breach" as per section 142W of the Employment Relations Act 2000 (the Act). She claimed that Ms Vercoe breached Ms Rondel's employment agreement by not paying minimum entitlements under the Holidays Act 2003. Section 142Y of the Act allows liability for unpaid wages to be transferred to a director if the employer is unable to pay the monies owed. Ms Vercoe advised the Authority that the Diner was no longer trading. The Authority held that should the Diner fail to pay the sum owed, Ms Ronel could return to the Authority pursuant to section 142Y of the Act and seek to have liability for her claim transferred to Ms Vercoe.

Ms Rondel sought $740.60 in costs. To support her claim, she provided an invoice sent to her by a law firm from which she sought advice reflecting that amount. However, the Authority was unwilling to make an order to reimburse Ms Rondel the entire amount sought, because an order for costs is regarded as a contribution to, rather than a full indemnity of, costs incurred. The exception to this approach is only considered where it can be shown the Respondents' conduct amounted to "flagrant misconduct". There was some evidence of scheduler payments not made by the Diner, however this fell short of the kind of conduct that warrant indemnity costs. The Authority also noted that the Diner had paid a large portion of the sum owed before the claim was lodged with the Authority.

As Ms Vercoe did not challenge her inclusion as a Respondent in the matter, the Authority held that both Respondents were jointly liable to contribute to Ms Rondel's costs. The Diner was ordered to pay Ms Rondel $546.20 and the Respondents were jointly liable for costs of $400 along with Mr Ronel's filing fee of $71.56.

Rondel v Vercoe [[2020] NZERA 436; 21/10/2020; M Ryan]

Personal grievance raised for an unjustified dismissal

Ms Fan had worked as a customer service person for Victorxie Trading NZ Limited (VTL), in their Newmarket store from July 2019 until 12 October 2019. During October 2019, Ms Fan had claimed that she had been unjustifiably dismissed and disadvantaged. She sought remedies for lost wages and distress compensation.

Prior to this claim, Ms Fan had travelled to China for urgent family reasons in September. She had returned to New Zealand with the expectation that she would work full-time. Upon her return, Ms Fan had encountered VTL's director and sole shareholder Ling Xie (Ms Xie) on 7 October 2019. Ms Xie informed Ms Fan that further work at the store would be part-time, not full-time.

The reason offered was that because Ms Fan's daughter-in-law was pregnant, Ms Xie anticipated that Ms Fan would want to reduce her working hours to spend time with her new grandchild. In subsequent evidence, Ms Fan had said that she felt she had no choice and agreed on the proviso that she would be quickly rostered back to work. During this time, Ms Xie had also met with Ms Fan's daughter-in-law, Abbey Chen (Ms Chen). Ms Chen had stated that Ms Xie questioned the suitability of the job for someone of Ms Fan's age (Ms Fan was 65 years old). Ms Chen had then informed Ms Xie that she did not agree with Ms Xie's reasons for reducing Ms Fan's hours of work.

Ms Fan received no further information about a work roster. On 9 October, she sent Ms Xie a WeChat message saying that she was prepared to go back to work full-time. She received no reply to the message. On 12 October, Ms Fan then went to work in what appeared to be a move to force the issue of getting information about her hours of work. Upon arrival, a senior staff member had told Ms Fan to leave the store, after speaking to Ms Xie by telephone. Ms Xie had then messaged Ms Fan, acknowledging her previous arrival to the workplace. She also stated that she would ask the company's accountant to pay Ms Fan for coming into work that day.

On 22 October, Ms Fan's lawyer wrote to VTL raising a personal grievance for an unjustified dismissal. The letter had said that Ms Fan considered her employment terminated. Reasons being that she had been asked to leave the work premise on 12 October, had not been advised of any possible working hours and that she had received no pay since 30 September. The letter sought an apology, three months' lost wages and distress compensation of $25,000.

Ms Xie then contacted Ms Fan via WeChat. She apologised to Ms Fan and asked that Ms Fan understand her situation, and that she negotiate. The message then set out three reasons Ms Xie gave for reducing Ms Fan's working hours. Reasons related to the birth of Ms Fan's future Grandchild, concerns about Ms Fan's physical ability to work, and VTL's financial problems. Ms Xie also reasoned that she had not prepared a roster when Ms Fan came into work on 12 October and did not agree to Ms Fan's request for compensation of three months' wages.

The statutory test requires the Employment Relations Authority (the Authority) to consider whether VTL's actions were that of a fair and reasonable Employer. Procedurally, Ms Xia's decision to reduce Ms Fan's hours was clearly not reached after following at least a minimum level of consultation with her. Her silence over that extended period was not what a fair and reasonable employer could have done. Additionally, it was deemed reasonable for Ms Fan to assume that her employment had ended, having no communication about her work hours from VTL.

Not only did Ms Xie fail to follow a fair procedure, but there were shortcomings in VTL's reasons for reducing Ms Fans hours. There was no lawful basis for reducing Ms Fans hours based on an impending birth of a grandchild, and there was no evidence that Ms Fan had any physical difficulty performing her work. Ms Xie also gave no compelling financial evidence that justified the change in work hours.

It was determined that Ms Fan had been unjustifiably dismissed and disadvantaged. Ms Fan was awarded $7,257 in reimbursement of lost wages; and $11,000 as compensation for humiliation, loss of dignity and injury to her feelings.

Fan v Victorxie NZ Trading Limited [[2020] NZERA 405; 7/11/2020; R Arthur

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

Minimum Wage Act

Holidays Act

Labour Inspectors

Full and Final Settlements

Suspension

Restructuring and Redundancy

Employment Relations Act 2000

Employer News

New vaping laws take effect today

New laws intended to discourage young people from vaping while allowing smokers to continue using vaping to give up cigarettes take effect today, Health Minister Andrew Little says.

"Today's changes mean the laws around vaping are now similar to those around tobacco smoking," Andrew Little says.

The Smokefree Environments and Regulated Products (Vaping) Amendment Act 2020, passed in August 2020 and comes into effect today.

It introduces a range of prohibitions and restrictions on vaping which will be phased in over a 15-month period through to February 2022.

Some of the key initial changes from today are:

- the sale or supply of vaping products to under 18s is prohibited
- indoor vaping is prohibited at workplaces, restaurants and licensed premises
- vaping is prohibited at schools and early childhood centres (including outdoors)
- most advertising and sponsorship of vaping products is prohibited
- retailers cannot encourage the use of vaping products (with some exceptions).

“These changes will prevent vaping products from being marketed or sold to non-smokers, especially young people, while ensuring that they are available for smokers who want to switch to a less harmful alternative.

“Vaping is not without risks, but it is less harmful than cigarette smoking, which is why the legislation allows for the provision of information and advice for those wishing to switch from smoking to vaping,” Andrew Little said.

New Zealand Government [11 November 2020]

Carpentry students take part in WorkSafe pilot programme

A group of Massey High School students have completed a pilot programme, developed by WorkSafe, which aims to see a generational shift in attitudes towards health and safety.

The programme delivered by WorkSafe inspectors, was comprised of three workshops and held across the school year.

It allowed year 12 and 13 students in Massey High School’s carpentry, building and construction pre-trade academy to learn the ins and outs of health and safety, with topics including falls from a height, asbestos and mentally healthy work.

The pre-trade academy is part of the Auckland West Vocational Academy, which allows students the opportunity to take part in skills based learning they can carry into future careers.

Students taking part in the full-time construction academy spend the year building residential houses on site at the school, which are then sold to Housing New Zealand. Once completed, tutors assist students in finding apprenticeships outside of the classroom.

Massey High School’s Site Manager Cameron Fergus, who leads the pre-trade academy, has a background in working on residential construction sites. He said he has seen first-hand relaxed attitudes towards health and safety.

“This is why this programme is great, it is drilling it into these students while they are young and impressionable, before they’re given their tools and thrown into the workplace.

Fergus said it was awesome to see students putting knowledge learnt during the programme into practice on site.

“I have definitely noticed the students are more aware of health and safety now, they’re talking about it amongst one another.”

WorkSafe’s Construction Lead Melanie Dale said despite postponements throughout the year due to COVID-19 restrictions, the pilot programme has been extremely successful.

“We have worked hard to ensure these workshops are interactive and digestible. We’ve kept them short and snappy and covered a range of topics to give students a broad understanding of health and safety and how it applies to a construction site.

“Coming in each term we can see how students are developing. They are able to draw on knowledge from previous workshops to identify risk.

"The construction industry remains a key focus area for WorkSafe. By positively influencing these students' habits while they are learning their craft hopefully we'll see a generational change in attitudes to health and safety in the workplace that will translate into less harm on construction sites."

Dale said WorkSafe was now looking to roll out the programme nationally.

WorkSafe [10 November 2020]

First Cabinet decision supports small business

The first Cabinet decision of the new Labour Government is a three year extension of the Small Business Cashflow Loan Scheme, and a provision of up to two years interest free, to support small businesses as the Government accelerates its economic response to Covid-19.

Cabinet decided today to extend the scheme, which was due to expire at the end of the year, out to 31 December 2023 and to extend the interest free period from one year to two years.

"Supporting small business by extending the interest free loans will provide greater certainty, support confidence in the sector and help accelerate our economic recovery," Jacinda Ardern said.

"Our recovery from Covid won't end in December and nor should the scheme.

"The pandemic is growing around the world and the economic impact of the virus is likely to be with us for some time, so we have extended the scheme for three years, providing business with certainty there will be support for them over the longer term.

"Different businesses may need to access the scheme at different times, so it's important it remains as a backstop for them to fall back on if times get hard.

"With access to the last round of wage subsidy coming to an end it is important viable businesses who need cashflow support can access it as they recover.

"We have also extended the interest free period. We know there will be constraint in the economy over the medium term, so the extended interest-free period will provide businesses some cashflow relief in the period they are not charged it.

"Close to 100,000 businesses have received a loan to date, with total lending of $1.6 billion. Feedback from businesses has been extremely positive and we have been told the support was provided at a time when it was most needed.

"The average value of each loan to date has been modest, around $17,000. But it is much needed working capital, to help businesses in a tight spot.

"The economic recovery from Covid is a priority for the Government and supporting small business is at the heart of our recovery. It is fitting Cabinet's very first decision is to support these business and the jobs they create," Jacinda Ardern said.

New Zealand Government [9 November 2020]

Legislation

Note: Bills go through several stages before becoming an Act of Parliament: Introduction; First reading; Referral to select committee; Select committee report, Consideration of report; Committee stage; Second reading; Third reading; and Royal assent.

Bills open for submissions: 13 Bills

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

Overseas Investment Amendment Bill (No 3) (N/A)

New Zealand Superannuation and Retirement Income (Fair Residency) Amendment Bill (N/A)

Protected Disclosures (Protection of Whistleblowers) Bill (N/A)

Education (Strengthening Second Language Learning in Primary and Intermediate Schools) Amendment Bill (N/A)

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

District Court (Protection of Judgment Debtors with Disabilities) Amendment Bill (N/A)

Arms (Firearms Prohibition Orders) Amendment Bill (No 2) (N/A)

Electoral (Integrity Repeal) Amendment Bill (N/A)

Child Support Amendment Bill (N/A)

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

Insurance (Prompt Settlement of Claims for Uninhabitable Residential Property) Bill (N/A)

Crown Pastoral Land Reform Bill (N/A)

Land Transport (Drug Driving) Amendment Bill (N/A)

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

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

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

The Employer Bulletin is a weekly update on employment relations news and recently published legal decisions. It is EMA's policy to summarise cases that contain legal issues relevant to employers. The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations. If you would like to provide feedback about the Employer Bulletin, contact advice@ema.co.nz