Employer Bulletin

Our Weekly News Digest for Employers

Friday, 14 August 2020

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Cases

Employment Relations Authority: Five Cases

Work trial created an employment relationship

Mr Muthuvel claimed he was employed to work on 27 July 2018 by Avanti Private Limited (Avanti) for eight hours. Mr Muthuvel sought a determination that he was employed by Avanti for the day and that holiday pay and interest on the wages paid was owing. Avanti said it did not employ Mr Muthuvel on 27 July and a payment made on 7 June 2020 was made without admission of liability and in full and final settlement of the employment relationship problem between the two parties. Mr Muthuvel did not raise a personal grievance within the 90-day statutory limit and did not seek leave to raise a personal grievance out of time.

In late July 2018 Mr Muthuvel saw an AutoCAD design job advertised on the Student Job Search (SJS) website. Mr Muthuvel was interested in the job and was duly put in touch with Mr Anand, a Director at Avanti, who agreed to meet him the following day. Mr Anand almost immediately put Mr Muthuvel on what he described as a live project to assess Mr Muthuvel's capability. Avanti said Mr Muthuvel was unable to complete the assessment in the expected 60 – 90 minutes but it allowed him to persevere with the task.

Mr Anand emphasised to the Employment Relations Authority (the Authority) that this was a capacity assessment and not a work trial. The project involved a lighting plan for an Avanti client which Mr Muthuvel worked on until at least 10.45pm with a 30-minute meal break.

The Authority considered whether Mr Muthuvel was employed to work. Avanti said there was no employment relationship and it merely gave way to Mr Muthuvel's insistence to persevere with the project. The Authority did not accept that Avanti found itself in a situation it could not control. If it assessed Mr Muthuvel as not having the skills to complete the work as expected, then it should have ended the capacity assessment.

The weight of evidence suggested Avanti needed the job completed urgently and Mr Muthuvel was given the job, which he diligently completed. His final tasks at the end of eight hours work included converting the plans to PDF, printing them off and handing them to Mr Anand.

The basis on which the employment was offered was sufficiently clear from the SJS advertisement. Mr Muthuvel performed work for Avanti and contributed to the business.

The Authority concluded that Mr Muthuvel was employed by Avanti for hire or reward under a contract of service, he was not a volunteer within the meaning of Employment Relations Act 2000 (the Act). Avanti said Mr Muthuvel's claim could not proceed because he accepted a payment in full and final settlement.

The Authority outlined that Avanti unilaterally paid the sum directly into Mr Muthuvel's bank account and emailed him saying the payment was made in full and final settlement. There was no condition on the payment, fulfilment of which would establish acceptance on the terms asserted. A unilateral assertion of an agreement does not establish that an agreement has been reached. Avanti was not entitled to rely on full and final settlement and Mr Muthuvel was entitled to have his claim investigated and determined by the Authority.

The Authority found Avanti employed Mr Muthuvel on casual basis to complete an urgent job on 27 July 2018 on terms that were clear between the parties. The payment of the wages claimed did not amount to full and final settlement of the claim. Avanti were ordered to pay Mr Muthuvel holiday pay of $10.56, the filing fee of $71.56 and to calculate and pay Mr Muthuvel interest on the wages paid and holiday pay.

Muthuvel v Avanti [[2020] NZERA 237; 19/06/2020; M Urlich]

Wage arrears claim resulted in sham employment agreement sent to Immigration New Zealand

Mr Kang was employed by NZMEC Limited (NZMEC) at various times from June 2017 to 21 November 2018. NZMEC operated a business that hosted Korean students in New Zealand during their school holidays. Mr Kang claimed that in the last five months of his employment, he was not paid and did not receive payment of his holiday pay entitlements. He sought payment for his outstanding wages and holiday pay from Mr Lee, the sole director of NZMEC. Mr Kang also sought a penalty against Mr Lee. Mr Lee denied Mr Kang's claims and maintained that no monies were due by NZMEC to Mr Kang.

Mr Kang and Mr Lee had been friends for approximately 35 years. In 2017, Mr Kang decided to emigrate to New Zealand from Korea and sought Mr Lee's help to do this. The parties agreed that Mr Lee, through his company NZMEC, would support Mr Kang's application for a New Zealand work visa under the Essential Skills work category. An employment agreement was entered into on or about 27 February 2017. This was provided to Immigration New Zealand (INZ) in support of Mr Kang's work visa. The employer form declared that NZMEC had made genuine attempts to recruit and train New Zealanders for the role offered to Mr Kang, but that these efforts had been unsuccessful. Mr Kang was granted a work visa on 30 March 2017.

The Authority determined that the employment agreement was a sham. It did not reflect the true nature of the relationship between the parties and there was no intention for Mr Kang to commence working for NZMEC upon the issue of his work visa. Mr Kang told the Authority that there was no role available for him at NZMEC as it had sufficient employees to carry out its work. Mr Kang did not advise INZ of this, instead, he worked with his wife in a sushi business and carried out other work for third parties and himself.

To avoid suspicion from INZ, the parties agreed that NZMEC would pay Mr Kang the salary stipulated in the employment agreement. As the parties thought INZ would be monitoring IRD records, they also agreed to deduct PAYE and note this in the monthly employer deduction certificates filed with IRD. It was agreed that Mr Lee could access the funds paid by NZMEC to Mr Kang's bank account for his personal use and he was given an EFTPOS card and password to facilitate this arrangement.

In late June 2017, Mr Kang undertook part time work for NZMEC as a student guide. Mr Kang undertook further part time guide work from October 2017 to December 2017. Mr Kang commenced full time work for NZMEC in January 2018 and continued to do so until his dismissal on 21 November 2018.

Mr Kang claimed that NZMEC did not pay him for the work he undertook from July 2018 to November 2018. He also claimed holiday pay entitlements for the duration of his employment. Based on bank statements, the Authority apportioned the wages paid to Mr Kang to the months that he worked, rather than to the month the monies were paid.

The Authority concluded there were no wages owing to him and based on the Authority's calculations, there had been an overpayment of $7,497.32.

Mr Kang's annual leave entitlements were calculated in accordance with section 23 of the Holidays Act 2003, as the employment ended before he became entitled to annual holidays. NZMEC was required to pay 8 percent of his gross earnings, less any leave paid in advance. When deducting five days leave in advance from 8 percent of Mr Kang's gross earnings, the remaining entitlement was $2,620.13 net. However, when applying this amount against the overpayment of wages, the Authority determined there was no monies due and owing by NZMEC to Mr Kang for holiday pay.

The Authority declined Mr Kang's application. The claim for a penalty also failed due to the Authority finding that no monies were owing to Mr Kang. At the end of the determination, the Authority noted again that the employment agreement entered into by Mr Kang and NZMEC was a sham and that it was *"likely designed to mislead INZ into granting a work visa to Mr Kang*". For that reason, the Authority directed that a copy of the determination be provided to INZ.

Kang v Lee [[2020] NZERA 244; 24/6/2020; J Trotman]

Failure to provide an individual employment agreement and holiday and leave records

Travama Holdings Limited (Travama Holdings) operates poultry farms in Tokoroa and Mangatangi. Mr Dean was employed as Travama Holdings' Manager from 2 October 2017 until his resignation on 6 October 2019. Mr Dean alleged that he was not paid all of his holiday pay entitlements, was not provided with a copy of his individual employment agreement (IEA), and was not provided with a copy of or access to his holiday and leave records. Travama Holdings accepted that it did not provide Mr Dean with an IEA. However, it denied that it owed Mr Dean any money and claimed it had paid Mr Dean all his entitlements. The Employment Relations Authority (the Authority) identified four issues during the investigation.

The first issue was around holiday payments. Mr Dean said he worked on each public holiday that arose during his employment and that each public holiday fell on an otherwise working day. This was a total of 23 public holidays worked. Although Mr Dean's start and finish times fluctuated, he said he would normally work eight hours or more each day. Mr Dean acknowledged that he was paid for the hours he worked but claimed that he did not receive half that amount again as required by section 50 of the Holidays Act 2003 (the Act). He also claimed that he did not receive alternative holidays for any of the public holidays he worked prior to his termination.

An employer must, at all times, keep a holiday and leave record showing the information specified in section 81 of the Act. Employees may make requests for access to, or a copy of, these records. An employer who receives a request must comply with the request as soon as practicable by allowing the employee to view the record or providing them with a copy or certified extract of the information concerned. In the absence of evidence to the contrary, the Authority can accept statements from employees regarding holiday and leave pay, as well as annual holidays, public holidays, sick leave, bereavement leave, or family violence leave actually taken by the employee, to be true.

As Travama Holdings did not keep sufficient records, the Authority accepted Mr Dean's statement regarding the public holidays he worked, the hours that he worked on those public holidays, and the pay that he received. Travama Holdings was ordered to pay Mr Dean $1,417.72 gross under section 50 of the Act and $2,835.44 gross under section 60 of the Act due to Mr Dean not receiving alternative days for the 23 public holidays worked.

The second issue was the failure to provide holiday and leave records. The Authority was satisfied that Travama Holdings breached section 82 of the Act by failing to provide Mr Dean's holiday and leave records when requested. The third issue was the failure to provide Mr Dean with an IEA. Section 64 of the Employment Relations Act 2000 (the ERA) requires an employer to retain a copy of an IEA and, if requested by the employee, provide the employee with a copy of the IEA. If an employer fails to comply with section 64 of the ERA, it will be liable to a penalty imposed by the Authority. The Authority was satisfied that Travama Holdings breached section 64 of the ERA.

The last issue was whether the Authority would impose a penalty on Travama Holdings. The ERA gives discretion to the Authority to determine what would be an appropriate penalty. Factors to be considered are whether the breach was intentional, inadvertent or negligent and the nature and extent of any loss or damage suffered by the person in breach or

the person involved in the breach. Each breach is to be treated separately, the maximum penalty of each breach being $20,000.

The Authority determined that it was likely that Travama Holdings' breaches were intentional, as former employees gave evidence that they were also not given IEAs. The Authority took into account Mr Dean's loss in the use of the money he was entitled to at the time it became due, the length of time over which the breach occurred and Travama Holdings' financial gain by retaining the funds.

Travama Holdings was ordered to pay Mr Dean $4,324.72 for money owed as well as a $3,000 penalty. Costs were reserved.

Dean v Travama Holdings Limited [[2020] NZERA 249; 25/06/2020; J Trotman]

Employee not dismissed when employer did not allow them to return after criminal trial

Mr McBride was employed by ANZCO Foods Limited (ANZCO). In 2016, Mr McBride was charged with criminal offences and was remanded on bail pending trial. As a result of his bail conditions and a protection order, he was unable to work and his employment with ANZCO ended in March 2017. In November 2017, Mr McBride was found not guilty of the charges against him. He contacted ANZCO about returning to work, but ANZCO did not agree to his return. In February 2018, Mr McBride raised a personal grievance for unjustified dismissal.

ANZCO claimed that Mr McBride resigned in February 2017 as he could not return to work and wanted to access a welfare payment he was eligible for if he resigned. It stated that there was no concluded agreement about his return to work and that the personal grievance was raised outside of the 90-day timeframe set out in section 114 of the Employment Relations Act 2000 (the Act). The Employment Relations Authority (the Authority) was required to determine whether Mr McBride was dismissed, and if so, when this occurred and came to his attention.

In October 2016, ANZCO allowed Mr McBride to take three months unpaid leave while he decided how to approach the charges. The parties had a meeting via phone call on 30 January 2017 as the three months was ending. Two matters were discussed during this call – whether Mr McBride could get his bail conditions varied so he could return to work pending his trial, and whether there would be a job for him if he successfully defended the charges.

On the first matter, ANZCO extended Mr McBride's leave by two weeks. Notes taken during the call stated that if the bail conditions could not be varied Mr McBride did not want to *"stuff company around, as trial could still be months away".* This was also confirmed in an email Mr McBride sent to his lawyer, stating that his work wanted to know if he was *"returning or resigning"*. Based on this information, the Authority concluded that Mr McBride was not dismissed by ANZCO during the 30 January 2017 call.

Mr Williams, ANZCO site manager, claimed that Mr McBride resigned during a call with him on 9 February 2017. Two forms relating to a welfare fund application and a letter from ANZCO confirming Mr McBride's resignation supported Mr Williams' account of this call. Despite this, Mr McBride maintained that he did not resign, but was dismissed by Mr Williams because he was unable to give a date for his return. The Authority concluded that Mr McBride resigned on 9 February 2017, effective 10 March 2017.

The Authority then considered whether a grievance arose when Mr McBride was not allowed to return to work once he was cleared of criminal charges. This required the Authority to determine whether, based on discussions during the 30 January 2017 call, Mr McBride was a person intending to work under section 6 of the Act. The Authority noted that there needed to be an offer of work by ANZCO and acceptance of that offer by Mr McBride.

Mr McBride believed that he could return to his job if he was cleared of the criminal charges. He stated that during the call, no one raised a problem with him returning to work if the trial went well for him and that no conditions were placed upon his return. Mr Williams stated that Mr McBride was told he could apply for a job if the trial went in his favour, but that it would not be for his current role and it depended on whether a suitable position was available at that time. The Authority preferred Mr Williams' evidence as it was reflected in notes taken during the discussion and Mr McBride's evidence lacked detail and did not make sense in the context of what was occurring at the time.

The Authority held that no offer of work made to Mr McBride during or after the 30 January 2017 call. Mr McBride was therefore not a person intending to work under section 6 of the Act and was not dismissed when ANZCO did not offer him a new job. The action giving rise to Mr McBride's personal grievance occurred on 10 March 2017, which he was aware of at the time. As he did not raise his personal grievance within 90-days, the Authority did not have jurisdiction to hear his claim.

McBride v ANZCO Foods Limited [[2020] NZERA 204; 20/5/2020; P van Keulen]

Failure to follow redundancy process led to an unjustifiable dismissal

Ms Sinclair was employed by Malibu Diner Limited (Malibu Diner) from mid-2018 before she was made redundant on 12 March 2019. Ms Sinclair claimed that she was unjustifiably dismissed and disadvantaged. She claimed that a fair process for redundancy was not followed and she questioned whether her dismissal was a genuine redundancy. Ms Sinclair also claimed that wages had been unreasonably deducted from her final pay.

Ms Bird and Mr Bird, the owners of Malibu Diner, maintained that Ms Sinclair was made redundant because they needed someone to work longer hours. They claimed that in February 2019 they had tried to communicate with Ms Sinclair to negotiate extending her hours but this was unsuccessful. They stated that Ms Sinclair was often unwilling to extend her hours. Ms Bird provided the Employment Relations Authority (the Authority) with diary pages and handwritten notes to show that meetings had taken place with Ms Sinclair.

Ms Bird also provided the Authority with letters which showed Ms Bird asking Ms Sinclair whether she would be able to extend her hours. Ms Bird was unable to provide electronic versions of the letters, as her laptop had been stolen. Ms Sinclair denied receiving or seeing any of the letters and she did not recall having any of these meetings with Ms Bird and Mr Bird. Ms Sinclair claimed that she was first notified of her redundancy on 12 March 2019. She stated that she was shocked by the announcement and did not recall previous conversations regarding the redundancy. Ms Sinclair also claimed that she had said that she was open to the idea of extending her hours and often agreed to working extra hours when needed. Earlier text messages between Ms Bird and Ms Sinclair mostly indicated Ms Sinclair's willingness to work extra hours.

A former colleague of Ms Sinclair's was not aware of any discussions or meetings that took place between Ms Sinclair and Ms Bird in February 2019. However, there was one earlier meeting that the colleague had attended. She recalled Ms Sinclair advising that she could extend her hours and would have to arrange afterschool care for her children. The Authority found Ms Sinclair's colleague's evidence to be credible as she had no motive for providing inaccurate information. Ms Sinclair's version of events was therefore considered to be more credible.

Based on all the evidence provided, the Authority held that Ms Sinclair's dismissal was based on a genuine reason. Malibu Diner wanted someone that could work longer hours and ensure adequate support for Ms Sinclair's former colleague. However, the Authority found that Malibu Diner failed to consult with Ms Sinclair and explore the possibility of her working longer hours. Malibu Diner also did not communicate the consequences of a potential redundancy to Ms Sinclair and they did not allow Ms Sinclair to work out her notice period. The Authority concluded that Malibu Diner failed to act as a fair and reasonable employer and had unjustifiably dismissed Ms Sinclair.

The Authority also found the deduction from Ms Sinclair's wages to be unreasonable. Ms Sinclair had informed Ms Bird that she was cleaning her work uniform and would return it at a later date. Ms Bird replied that Ms Sinclair was too late and that they had ordered a new one. Ms Bird advised Ms Sinclair via email that wages would be deducted from her final pay as a result.

The Authority found that this was in breach of the Wages Protection Act 1983 as Ms Sinclair had not consented to the deduction in wages and there was no provision in her employment agreement for such deductions. The Authority awarded Ms Sinclair $470.03 for lost wages, $7,500 as compensation for loss of dignity and injury to feelings and $195 for unjustifiably deducting wages from Ms Sinclair's final pay.

Sinclair v Malibu Diner Limited [[2020] NZERA 216; 02/06/2020; N Craig]

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

Immigration

Full and Final Settlements

Restructure and Redundancy

Termination of Employment

Records

Employer News

One-stop 'jobs and training' shop goes live

The Government has launched a new online, phone and onsite service to help New Zealanders connect to a range of employment support and products for workers and businesses affected by COVID-19, announced Minister of Education Chris Hipkins and Minister for Social Development Carmel Sepuloni.

Connected.govt.nz is a one-stop-shop for jobseekers, employers and people seeking information about jobs and training from across government agencies. It is an online portal that connects people to the support and advice they need across all government agencies that offer products and services relevant to the employment pipeline.

"To support the COVID-19 recovery, we've stood up an all of government group focused on employment, education and training (EET). This is one example of the initiatives that the new group taking a co-ordinated and strategic approach to job support will be rolling out as we rebuild," said Chris Hipkins who chairs the government's Employment, Education and Training Committee.

"People have different needs as they manage the impact of COVID-19 and there are a range of different supports that need to be brought together in one place. Connected is a one-stop shop for everyone from school leavers to employers.

"The Government has put a major focus on investing in our people as part of our five-point plan for the economy as we deal with the 1-in-100-year shock," Chris Hipkins said.

The online portal Connected is supported by a Connected phone line, 0800 264 737, and physical Connected locations initially operating in 35 of MSD's employment-focused sites around the country and the three Ministry of Business, Innovation and Employment Jobs and Skills Hubs.

Carmel Sepuloni said despite the impact of COVID-19, there are jobs available. There were 7,540 main benefit cancellations in July 2020 because of people moving into work, compared with 5,253 in July 2019.

"In response to the economic impact of COVID-19, the Government has created a substantial range of initiatives, alongside existing services, to help businesses stay open and to keep workers in jobs, and where this isn't possible to provide other support and training options to help people find new jobs.

"Connected is about making it easier for people looking for work or employers looking for workers to navigate the range of employment, education and training supports available. Its important people and businesses know where and how to access the support they need in the regions where they live and work.

"By investing in our people now, we're future-proofing the economy and putting New Zealand in the best position to take advantage of opportunities as we recover from the global recession caused by COVID-19," Carmel Sepuloni said.

New Zealand Government [10 August 2020]

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MSD security guards to be paid Living Wage

Security guards contracted to the Ministry of Social Development will be paid at least the Living Wage from next month supporting the Government's commitment towards fair pay and employment conditions, announced Minister for Social Development Carmel Sepuloni.

"MSD was among the first government agencies to pay its employees the living wage in 2018 and it's now taking the initiative to pay its contracted security guards (Tautiaki) at least the living wage," Carmel Sepuloni said.

"Tautiaki are one of the priority groups for improving fair pay. They're the first person that people see when they come to MSD for help. They meet, greet and direct clients and are outside our offices rain or shine. I'm proud to be leading the way for Tautiaki to recieve the Living Wage," she said.

As part of engaging potential providers of contracted services, MSD ensures that broader outcomes, including environmental, social, economic or cultural benefits, are considered as part of the proposed service contract.

MSD recently moved to Allied Security New Zealand as their security services provider, which ensures that security guards have a full time Wellness Manager, opportunities to achieve NZQA qualifications and a range of training opportunities.

Carmel Sepuloni said the Government was committed to improving conditions for workers in high risk industries and paying Tautiaki at least the Living Wage builds on recent improvements to their working conditions.

"Studies show the introduction of the living wage improves morale, productivity and reduces staff absences and employee turnover.

"But more importantly this is about fair pay and employment conditions so that people have a decent standard of living, can provide for their families, participate in their communities and grow the economy," Carmel Sepuloni said.

"As Minister for Social Development, I am pleased that MSD has been able to do this for Tautiaki. There's more work to do to get other MSD contracted workers the living wage but it's a step in the right direction."

The New Zealand Government [10 August 2020]

Quick links and resources for Health, Safety, and Wellbeing Reps in Aotearoa

If you're a Health and Safety Rep (HSR) you play a big role in managing workplace health and safety across Aotearoa. Alongside Health and Safety Committees (HSCs), you help to enable your team to be directly involved in improving your work environment, and you provide an important link between your colleagues and company leadership.

We know that you're already a proactive and well-connected person, or else you wouldn't be here - so we've compiled a few things that will make your life as a 'Rep' a little easier:

- Our master page of all things HSR; advice for newbies, your functions and powers, info on training, and much more
- Info on worker representation in general; how it benefits a business and an overview of Health and Safety Committees
- Motivation from the experts; hear from Darren (AirNZ), Daniel (Whittaker's) and Nicole (WorkSafe) on four short/sharp spotlight videos on HSRs
- What we're all working to; the Health and Safety at Work Act 2015 (HSWA). Maybe you won't read the whole thing, but this is great for reference.

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WorkSafe – Health and Safety Reps video content

We reckon the video content we recently put together on the role of HSRs is worth a watch.

Presented by Nicole Rosie (former Chief Executive, WorkSafe), Darren Evans (General Manager People Safety & Aviation Medicine, Air New Zealand) and Daniel Charpentier (Logistics Manager, Whittaker's), these short videos answer some of the frequently asked questions about HSRs. They're a short and sweet, plain and simple look at common areas of confusion that HSRs might encounter.

Health and Safety Reps

WorkSafe – 'Requirements for Health and Safety Representatives and Health and Safety Committees'

For an introduction to HSCs as well as HSRs, we recommend checking out our page on the two

Covering the reasons behind establishing reps and committees within a business, as well as linking to a number of in-depth resources on the topics, this page serves as a solid starting point for anyone unsure of what HSRs or HSCs are.

Requirements for Health and Safety Representatives and Health and Safety Committees

Health and Safety at Work Act 2015 (HSWA)

Next up we've got the be-all of New Zealand health and safety: the Health and Safety at Work Act (HSWA) 2015.

Certainly the most comprehensive entry in our list, the Act is the undisputed source of truth for everything health and safety. Divided into five key sections, it gets into the nitty gritty, covering everything from key terms and definitions, to tips for getting workers more engaged and represented in the workplace.

At 232 pages, it's probably more of a reference document than a late night page-turner. Either way, it's worth getting to know for anyone involved in health and safety.

Health and Safety at Work Act 2015

Health & Safety Association NZ (HASANZ)

The Health & Safety Association NZ (HASANZ) is the umbrella organisation representing workplace health and safety professions in New Zealand.

HASANZ is a useful point of contact primarily for full-time health and safety professionals, but there are some helpful resources available for HSRs also. HASANZ prides itself as being a trusted voice in the industry, and is mostly known for their comprehensive register of health and safety professionals.

Health & Safety Association NZ website

Still stuck?

The amount of information out there for HSRs can be overwhelming. We understand. If you can't find the right resources or need a hand with anything, we're available to help.

You can contact us on social media, or get in touch with us on our contact page. Either way, we're here to support you with the resources you need as a health and safety rep.

Worksafe New Zealand [6 August 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)

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

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

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

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

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

Child Support Amendment 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)

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

Crown Pastoral Land Reform Bill (N/A)

Electoral (Integrity Repeal) Amendment 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

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