Employer Bulletin

Our Weekly News Digest for Employers

Friday, 15 January 2021

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Cases

Employment Court Case: One Case

Employer had no legal obligation to pay employees for not working during lockdown

The proceedings before the Employment Court (the Court) were first brought in considering the COVID-19 pandemic and Level 4 lockdown, which was initiated by the Government and commenced on 26 March 2020. Gate Gourmet New Zealand Limited (Gate Gourmet) had over 130 employees at the time, including the defendants.

The plaintiffs in the first proceeding alleged that Gate Gourmet had failed to consult with the Aviation Workers United Inc Union (the Union) about proposed changes and had paid the employee's below minimum wage.

The Employment Relations Authority (the Authority) determined that if the employees were ready, willing, and able to carry out their function in an essential industry, Gate Gourmet was required to pay them at least the minimum wage despite any contrary agreements made. Gate Gourmet challenged the Authority's decision. Gate Gourmet argued that the employees were performing no work for Gate Gourmet. The key issues in the case were legal ones relating to the interpretation of the Minimum Wage Act 1983 (the Minimum Wage Act) and common law issues around an employee being "*ready, willing and able to work".*

Gate Gourmet was an essential service and could stay open for business throughout the lockdown. The Court accepted that there was still an expectation, that even essential services would restrict their activities to only those that were essential. Following the imposition of the lockdown Gate Gourmet advised employees and the unions that represented them that they would need to partially shut down operations, that employees would receive 80 percent of their normal pay conditional upon receiving the government wage subsidy and that employees could use annual leave entitlements to supplement their pay to reach 100 percent.

On 1 April 2020, the minimum wage rate increased. Gate Gourmet emailed all employees advising them that only employees who worked would be paid at the new minimum wage rate of $18.90. Furthermore, that the employees not rostered and not working would receive the agreed rate of 80 percent rate of their normal pay as at the date of the commencement of the partial closedown prior to the minimum wage increase.

Gate Gourmet submitted to the Court that they were only in breach of the Minimum Wage Act if it applied at the relevant time, that section 6 only applied when employees were working, and that being "*ready, willing and able*" to work is not the same thing as working. Gate Gourmet also said that earning wages or being contractually entitled to

payment was not the same thing as working, and that the Minimum Wage Act does not apply unless the employee is working. At the time, the defendants were not working the Minimum Wage Act did not apply to them and Gate Gourmet did not breach the Minimum Wage Act.

The majority of the Court noted that the Minimum Wage Act does not define "*work*", stating that its meaning is to be ascertained by the text and purpose. The core concept of section 6 is the exchange of payment for work. This core concept was central to recent cases that commenced with the "*sleepover*" case, *Idea Services v Dickson*. These cases questioned whether the employees were working at the times in question, and therefore entitled to payment under the Minimum Wage Act.

The judgments identified the factors to be considered to determine whether an activity was "*work".* The factors were the constraints placed on the freedom of the employee, the nature and extent of responsibilities placed on the employee, and the benefit to the employer having the employee perform the role. The Court noted that there were not any constraints placed on the defendants by Gate Gourmet, the defendants had no responsibilities and there were no benefits to Gate Gourmet.

The Court concluded that when the defendants were at home, they were not working for the purposes of the Minimum Wage Act. Therefore, the Minimum Wage Act did not apply to the defendants and consequently no statutory minimum wage entitlements arose. It is noted that the Chief Judge of the Court dissented from the majority and believed that Gate Gourmet did breach the Minimum Wage Act.

The Court was only in a position to determine that payment was not required under the Minimum Wage Act, repayment issues between the parties were to be resolved between them. The Court found that the nature of the case made it inappropriate to award costs to Gate Gourmet as sought. Gate Gourmet could seek costs to be agreed between the parties.

Gate Gourmet New Zealand Limited v Sandhu [[2020] NZEmpC 237; 21/12/2020; Chief Judge Inglis]

Employment Relations Authority: Four Cases

Determinination of whether a matter could be frivolous or vexatious.

Mr Singh was previously employed by Marton Wholesale Limited (MWLL) and the director and shareholder of MWLL, Mr Kamboi. On 15 August 2019, upon his departure, Mr Singh had filed several claims against MWLL and Mr Kamboi in an application submitted to the Employment Relations Authority (the Authority).

Mr Singh claimed that his former employer committed several minimum entitlement breaches. This included requiring him to pay an unlawful premium, failing to keep wage and time records in accordance with statutory requirements, failing to pay him wages when they were due and breaching the terms of his employment agreement. Mr Singh also claimed that he was constructively dismissed. Mr Singh sought financial remedies and a penalty against MWLL.

On 13 October 2020 MWLL submitted an application and asked that the Authority strike out Mr Singh's claims on the basis that they were frivolous or vexatious. They questioned whether there were any "*real issues",* and whether there was evidence to support Mr Singh's claims. MWLL alleged claims were made for the sole purpose of harassing or injuring the employer. MWLL also requested a stay of proceedings as they alleged that Mr Singh had abused due process, they claimed that there was a lack of compliance by Mr Singh to follow set time frames set by the Authority.

Mr Singh argued that dismissing a claim is a serious step and not one to be taken lightly. He referred to the Employment Court's judgment *in Lumsden v Sky City Management Limited* case in which the Court noted the high threshold for a claim to be struck out on the grounds of being frivolous or vexatious. Mr Singh had submitted that his claims are serious; that he had complied with all directions issued by the Authority; and that he had provided as much documentation as he could.

Mr Singh had also noted that the MWLL claim was contradictory, as MWLL advised further that Mr Singh's claims were not frivolous, but they were vexatious. With regard to MWLL's depiction of his claims as "vexatious", having brought continuous claims forward. Mr Singh asserted that on only one occasion has he brought his claims forward. He asked the Authority to proceed with hearing his claims in January 2021 as currently scheduled.

MWLL had replied to comment on Mr Singh's definition of vexatious, the respondents questioned its validity as it was sourced from Wikipedia. They referred instead to a *"Wellington Standards Committee*" definition of the word from a separate case matter. Noting that "*vexatious*" assumed a specific meaning in the law which differs somewhat from the way it might be used in ordinary language. The decision cited by Judge Moss in *NZCYPS v B2* concluded that in a legal context *"vexatious*" has come to mean "*not having sufficient grounds*". MWLL stated that Mr Singh did not have evidence to support his claims.

The Authority denied MWLL and Mr Kamboi's request for a stay of proceedings based on the rationale against Mr Singh. The Authority commented that Mr Singh's claims were serious and warranted further investigation, and that the conduct of advocates in their communications and interactions were not a matter that the Authority had control over. The Authority stated that although Mr Singh was delayed in providing documentation, he generally complied with Authority's instructions.

An investigation meeting is scheduled to proceed as scheduled on 20 and 21 January 2021. The issue of costs is reserved and will be considered after the substantive matter has been heard and determined.

Singh v Marton Wholesale Liquor Limited & Kamboj [[2020] NZERA 517; 11/12/2020; T MacKinnon

Failure to obtain endorsement license led to unjustified dismissal claim

Mr Ngovi was employed by Tranzurban Hutt Valley Limited (Tranzurban). He claimed that his dismissal was void of procedural and substantive merit and the decision to dismiss him was not one that could be the action of a fair and reasonable employer in the circumstances. Mr Ngovi sought compensation for loss of income, a sum of $18,000 for hurt and humiliation and costs.

Tranzurban denied the claims and stated that the dismissal of Mr Ngovi was justified because of his inability to obtain the required passenger endorsement (P endorsement) which was necessary to enable him to undertake driver duties while employed.

The parties signed an employment agreement on 11 June 2018. He was advised of his dismissal by letter on 11 June 2019 on eight days' notice with his final day being 19 June 2019. The dismissal letter advised him he was being dismissed in reliance on clause 1.7 of his employment agreement. Clause 1.7 stated that should Mr Ngovi lose the required license, that would be grounds for summary termination of employment.

Mr Ngovi gave evidence that he had completed a Class 2 course in August 2018 and had it endorsed. To obtain his P endorsement, Mr Ngovi needed a Police clearance from Kenya, that was where he was from. He claimed he had started that process in August 2018 which was to take up to three months. Mr Ngovi had still not received advice by December 2018 regarding his Police clearance. During this time, Mr Ngovi had been working as a Yardperson as his job title was Yardperson/Driver: Urban-School bus.

Mr Ngovi claimed he spoke with the then Operations Manager, Ms Taurua, informing her of the delays and asked if he could just stay in the yard as he enjoyed it, Ms Taurua agreed. On 27 May 2018, Mr Ngovi received an email from the General Manager Ms Cobden, his application for P endorsement had been cancelled due to him failing to provide the NZTA with Kenyan Police Clearance. Mr Ngovi responded that he had not been managing the application with urgency as the Operations Manager had agreed for him to continue working in the yard.

Ms Cobden responded that it was made clear to Mr Ngovi when the signed the employment agreement that the conditions of continued employment required the Class 2 license and P endorsement. Ms Cobden also stated that it had been 11 months and he still did not have his P endorsement. Furthermore Mr Ngovi knew his application had been

cancelled on 7 May 2019 and failed to inform his employer and that he had until 10 June 2019 to obtain the P endorsement or his employment would be terminated.

The Employment Relations Authority (the Authority) held that Tranzurban knew that Mr Ngovi did not have the licenses they wished him to have. Evidence given by all parties was that Mr Ngovi carried out Yardperson duties but not Driver duties. Tranzurban's view was that the Yardperson position was just a filling position until Mr Ngovi acquired the appropriate licenses and P endorsement however, this was not was stated in the employment agreement. There was no mention that employment was conditional on Mr Ngovi obtaining a P endorsement. The entire time he worked for Tranzurban, he only carried out the Yardperson function.

Tranzurban relied on clause 1.7 of the employment agreement to justify the termination. Mr Ngovi pointed out that the clause referred to the loss of license or endorsement, but that he never obtained the P endorsement. Furthermore, that he was not working as a Driver but as a Yardperson. The clause provided for summary dismissal for serious wrongdoing if the employee lost their license it would have been a serious traffic infringement. The second part of the clause provided for the employee being convicted of any crime that may affect their ability to work pursuant to the Vulnerable Children Act 2014 which would also be grounds for dismissal.

Tranzurban stated its reason for dismissal was the frustration by delays in Mr Ngovi obtaining his P endorsement. This was a different situation than what clause 1.7 provided for, Tranzurban was not entitled to rely on clause 1.7 to dismiss Mr Ngovi. The Authority noted there were other ways Tranzurban could have managed Mr Ngovi if he was delaying or could not obtain the P endorsement.

Mr Ngovi's dismissal was both procedurally and substantively unjustified. The grounds Tranzurban relied on did not constitute serious misconduct and there was no investigation, or an opportunity given to Mr Ngovi to explain any concerns Tranzurban had. Mr Ngovi was written to on the incorrect assumption he received a letter from NZTA on 7 May 2019 when he had not. Mr Ngovi was then given ten days to obtain his Police clearance from Kenya which was an unreasonable timeframe. Mr Ngovi was dismissed on the reliance of clause 1.7

The Authority found that clause 1.7 could not be relied on to justify a dismissal. Tranzurban was ordered to pay Mr Ngovi $3,863.40 gross plus eight percent holiday pay for lost wages and a sum of $15,000 compensation for hurt and humiliation. Costs were reserved.

Ngovi v Tranzurban Hutt Valley Limited [[2020] NZERA 472; 16/11/2020; G O'Sullivan]

Employee compensated and reimbursed following an unjustified dismissal

Following an application made to the Employment Relations Authority (the Authority) the names and identities of the parties involved in this case are not publicised.

A previous employee (EKD) was employed by an organisation (QDA) as a Driver/Multisystem Operator on 2 October 2017 before he was dismissed on 16 July 2018. EKD claimed that he had been unjustifiably dismissed and disadvantaged because of a minor incident. After filing a statement of problem EKD sought to be reinstated, compensated, and reimbursed for lost wages.

In July 2018 EKD had been invited to a disciplinary meeting by letter dated 3 July 2018 from the Branch Manager (AC). The letter referred to an incident that arose on the previous day 2 July 2018, when the vehicle that EKD was driving was backed into a sign resulting in minor damage to the sign and to the vehicle.

QDA had provided two reasons for proposing to dismiss EKD. The first reason was that EKD failed to operate his vehicle in a safe manner and in doing so was in breach of QDA's safe driving policy and his employment agreement. Secondly QDA had reasoned that EKD failed to immediately report the vehicle incident as required in QDA's safe driving policy. QDA stated in an investigation meeting that EKD had filed the incident on 4 July 2018 after confronting him, this was 2 days after the incident occurred. QDA said EKD breached his employment agreement, by failing to comply with policy.

QDA also considered that EKD had previously been given a final written warning. This warning had been provided to EKD by letter dated 3 May 2018 for four separate incidents. From a failure to report a truck fault, damage to a vehicle and failure to wear a seat belt on two separate occasions.

On 10 July 2018, a disciplinary meeting had taken place. On behalf of QDA, two individual's AC and TS attended the meeting. No notes from the first part of the meeting were provided to the Authority. However, AC explained that they began the meeting by going through the meeting letter dated 3 July 2018 with the relevant attachments, the safe driving policy, relevant sections in EKD's employment agreement and a copy of the previous final written warning, and the invitation to bring a support person and/or representative. The Authority deemed the letter procedurally fair.

EKD had not disputed the incident that occurred on 2 July 2018. He explained that he had reversed the truck back to allow others to get by. He said he mistakenly failed to see the sign and he slightly damaged the vehicle, noting that it was getting dark. EKD was also unaware that he had backed into the sign until someone informed him. He explained that he had attempted to notify AC but noted that she seemed to be in a serious discussion. EKD explained that he had then put an event report on the desk of his supervisor the following day.

EKD maintained that the matter was minor and one that did not warrant a dismissal, considering his history of service and work undertaken since the last incident.

Based on the notes provided to the Authority the disciplinary meeting was adjourned and the representatives on behalf of QDA had considered EKD's feedback, attitude, and circumstances surrounding the incident. Also reviewing service history, final warning and notes that reflect service and teamwork (fit). Specifically, AC worried about EKD's performance and his ability to operate safely.

The meeting resumed and EKD was advised that he had breached his employment obligations and therefore would be dismissed immediately. He was provided with two weeks' pay in lieu.

The Authority concluded that QDA had failed to act as a fair and reasonable employer. They determined that the incident did not warrant a dismissal and evidence would suggest that EKD had attempted to report the incident immediately. One of the inconsistencies addressed was that QDA reported the incident being filed on 4 July, when the Authority noted that the incident report was dated 3 July.

The Authority also determined that the matter was not procedurally investigated properly. QDA provided a disciplinary meeting letter to EKD a day after the incident. An investigation meeting may have informed QDA of EKD's attempts to report the incident, after it had happened. The Authority also deemed that not all matters were communicated to EKD, that would allow him to respond, particularly when QDA expressed concerns for team fit and performance.

The Authority ordered QDA to pay EKD compensation in the sum of $9000 and $71.56 reimbursement for the filing fee.

EKD v QDA [[2020] NZERA 433; 20/10/2020; H Doyle

Constructive dismissal claimed due to breaches of employment agreement

Mr Cruickshank worked for Miyamoto International New Zealand Limited (Miyamoto) from February 2017 until April 2018 as a senior structural drafter. Mr Cruickshank said that Miyamoto constructively dismissed him by committing fundamental breaches of his employment agreement. He said that Miyamoto failed to provide him with a healthy and safe work environment and unilaterally varied the terms of his employment by altering his role without consultation. The alleged breaches are said to also give rise to unjustified disadvantage grievances.

Before Mr Cruickshank's claims could be heard by the Authority, it had to determine if Mr Cruickshank had raised his personal grievance out of time. There is a statutory requirement for an employee who wishes to raise a personal grievance, to raise it with their employer within 90 days beginning with the day the action giving rise to the grievance claim occurred or came to their notice. No formality is required to properly raise a grievance. It is sufficient if the nature an employee's complaint falls within the statutory definition of a grievance and the employee's communications conveyed the substance of that complaint, the employer would respond to it on its merits.

Mr Cruickshank provided a letter to Miyamoto dated 13 April 2018 outlining Miyamoto's failure to provide a healthy and safe workplace due to its ongoing failure to properly address complaints. The Authority accepted this as being sufficient in raising a personal grievance. Therefore, Mr Cruickshank had not raised his grievance out of time.

Mr Cruickshank's claim that Miyamoto failed to provide a healthy and safe workplace arises from incidents with Mr Miller and Mr Cheng who are engineers and Mr Giannakogiorgos the geotechnical engineering manager. Mr Cruickshank's issue with his colleagues was that he felt they had publicly attacked him when they voiced their dislike of Mr Cruickshank's managerial style. Miyamoto investigated the allegations and made recommendations for both parties on how best to conduct themselves.

Mr Cruickshank appeared to take offence that the findings included his inability to interact effectively with others as a common factor in the issue. However, the Authority was satisfied that Miyamoto had sufficiently investigated the incidents. As a result, the Authority had discharged the duty to take reasonable steps to maintain a safe workplace.

The second issue raised was that Miyamoto had unilaterally varied the terms of his employment. This arose after Miyamoto hired Mr Landell as an executive manager. The position involved direct management of structural engineers and an oversight of drafters including Mr Cruickshank. However, Mr Cruickshank continued as the drafting and scanning team lead. A 2017 report shows Mr Cruickshank as a drafting manager of five staff reporting to Mr Harris, a professional engineer who was Mr Cruickshank's direct manager.

A change to the organisation structure meant Mr Landell replaced Mr Harris as the direct manager. Mr Cruickshank agreed that his position description and terms of employment did not change. This included his managerial responsibilities and his authority over recruitment for his team. Miyamoto also clarified this in a March 2018 email when Mr Cruickshank incorrectly assumed that Mr Landell was controlling the appointment of drafters. There were other organisation changes that were approached by Miyamoto to Mr Cruickshank, but they were merely options to explore and none were unilaterally imposed on Mr Cruickshank. The Authority was satisfied that Miyamoto did not vary his terms.

The letter of 13 April 2018 conveyed Mr Cruickshank's view that his employment had ended based on Miyamoto's breach of the terms of his employment. A dismissal is the termination of the employment at the initiative of the employer. An employer's breach of duty that causes the employee to resign can amount to a constructive dismissal.

The Authority concluded that Mr Cruickshank ended his employment because he was dissatisfied with Miyomoto's response to issues he had with other staff and that Miyamoto did not vary his terms of employment. Therefore, he was not constructively dismissed and his claim failed.

Cruickshank v Miyamoto International New Zealand Limited [[2020] NZERA 453; 3/11/2020; P Cheyne]

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

Personal Grievances

Minimum Wage Act 1983

Discipline

Individual Employment Agreement

Employer News

Business owner fined for obstructing WorkSafe inspector

Business owners are today reminded they are required to work with WorkSafe inspectors carrying out site visits or they run the risk of facing enforcement action.

Manawatu dairy farmer Daniel Reuel Sproull has been fined $4000 after he prevented inspectors from accessing his property and failed to attend or make alternative arrangements to complete a required interview at WorkSafe's offices.

Sproull entered no plea to two charges under Section 176 of the Health and Safety at Work Act 2015 (HSWA), a deemed not guilty plea was entered by the Court at a pre-trial hearing.

Sproull was convicted on both charges and was sentenced earlier this week at the Palmerston North District Court.

WorkSafe Area Manager Danielle Henry said WorkSafe inspectors were meeting with farmers across the Palmerston North region to help educate and upskill them about hazardous substances in November 2018.

As part of this work inspectors visited Sproull's property on more than one occasion. However he would not allow inspectors onto the work site without proof of proper authority to do so. He was shown WorkSafe identification cards by inspectors but did not accept these as proof of their appointments and turned inspectors away.

He was then provided further confirmation of their appointments but still refused to assist them, or allow them onto his property. In one instance he blocked access to areas of his business, and he failed to attend a required interview. During sentencing the judge confirmed that he had found his behaviour to be deliberately obstructive. This resulted in Mr Sproull being ordered to pay a contribution to prosecution's legal costs totalling more than $4,000.

Ms Henry said under HSWA all reasonable assistance must be given to WorkSafe inspectors who are entering or inspecting a site.

"There was no indication or belief at the time of the visit that Sproull was in breach of HSWA – our inspectors simply wanted to ensure Sproull knew how to keep workers safe when working with or storing hazardous substances," said Ms Henry.

"Sproull unlawfully prevented the inspectors from carrying out their role leaving us no option but to prosecute.

"Our education work is critical to lifting health and safety performance and deliberately obstructing our inspectors from carrying out their work at any time makes no sense at all."

Notes:

- Daniel Reuel Sproull was sentenced at the Palmerston North District Court on Monday 11 January.
- A fine of $4,000 was imposed.
- Daniel Reuel Sproull was sentenced under section 176 of the Health and Safety at Work Act 2015.
- Being a person having duties under the Health and Safety at Work Act 2015, including under s 44 of HSWA, Daniel Reuel Sproull failed to give all reasonable assistance to a WorkSafe New Zealand inspector, to enter, inspect, examine, inquire or exercise any other power under HSWA.
- S 176 (2)(a) carries a maximum fine of $10,000.

WorkSafe NZ [13 Janaury 2021]

New member for APEC Business Advisory Council

Prime Minister Jacinda Ardern has appointed Anna Curzon to the APEC Business Advisory Council (ABAC).

The leader of each APEC economy appoints three private sector representatives to ABAC. ABAC provides advice to leaders annually on business priorities.

"ABAC helps ensure that APEC's work programme is informed by business community perspectives from around the Asia-Pacific region" Jacinda Ardern said.

"As host of APEC in 2021, New Zealand is also chairing ABAC, so our members have a significant role to play."

Anna Curzon is Chief Product Officer for Xero and was a member of the Prime Minister's Business Advisory Council.

"Anna Curzon has extensive experience using digital technology to enable productivity for small and medium-sized enterprises.

"With COVID-19 accelerating the need for businesses to be more digitally connected, Anna's role in ABAC will allow New Zealand to make a strong contribution on issues that are front of mind for the export community" Jacinda Ardern said.

Anna Curzon replaces departing New Zealand member Toni Moyes.

The two other New Zealand members of ABAC are Rachel Taulelei (CEO of Kono New Zealand) and Malcolm Johns (Chief Executive of Christchurch International Airport Ltd). Rachel Taulelei is chair of ABAC in 2021.

New Zealand Government [13 January 2021]

Puataunofo programme to celebrate fifteenth year in 2021

A WorkSafe programme designed for Pacific workers and rooted in Pacific culture will celebrate its fifteenth year in 2021.

The Puataunofo 'Come Home Safely' programme is a workplace health and safety education initiative focused on delivering health and safety messages to Pacific workers.

The programme was established in 2006 to improve the health and safety of Pacific manufacturing workers in Manukau, as most severe harm to these workers happens in the South Auckland area.

According to ACC data from 2015 to 2018 claims by Pacific workers for serious injuries grew from 13,744 to 15,418.

In 2019 the programme was relaunched with extra resourcing from WorkSafe. The organisation's National Advisor for the programme, Hans Key, said this has seen Puataunofo grow from strength to strength.
Mr Key said in 2020, despite COVID-19 restrictions, the Puataunofo team were able to deliver 75 workshops across Auckland and in other centres across the country.

Pacific people comprise 6.1 per cent of New Zealand's working population, with more than 65 per cent working in the Auckland area.

Mr Key said he believed the project's longevity came down to the fact it is rooted in Pacific culture.

"Puataunofo is delivered by Pacific people, for Pacific people. Every workshop is tailored specifically to the business, is delivered using Pacific languages and it reflects Pacific values of family and collective wellbeing, allowing us to connect with our audience," said Mr Key.

"Feedback we have received from businesses and those involved in the project has been positive.
"What we have heard is that participants not only engage with the health and safety messages delivered in the workshops, but also understand those messages are not only important for them, but for their families and wider communities too.

"We look forward to continuing to make a positive change and encouraging workers and businesses to rethink their health and safety responsibilities in 2021."

Worksafe NZ [8 January 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: 17 Bills

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

Child Support Amendment Bill (18 January 2021)

Holidays (Increasing Sick Leave) Amendment Bill (28 January 2021)

International treaty examination of the Regional Comprehensive Economic Partnership Agreement (28 January 2021)

Protected Disclosures (Protection of Whistleblowers) Bill (28 January 2021)

Education (Strengthening Second Language Learning in Primary and Intermediate Schools) Amendment Bill (28 January 2021)

Rights for Victims of Insane Offenders Bill (29 January 2021)

District Court (Protection of Judgment Debtors with Disabilities) Amendment Bill (29 January 2021)

Arms (Firearms Prohibition Orders) Amendment Bill (No 2) (29 January 2021)

Electoral (Integrity Repeal) Amendment Bill (29 January 2021)

Oranga Tamariki (Youth Justice Demerit Points) Amendment Bill(3 February 2021)

Reserve Bank of New Zealand Bill (4 February 2021)

Maori Commercial Aquaculture Claims Settlement Amendment Bill (7 February 2021)

Crown Pastoral Land Reform Bill (22 February 2021)

Social Security (Financial Assistance for Caregivers) Amendment Bill (22 February 2021)

Land Transport (Drug Driving) Amendment Bill (26 February 2021)

Family Court (Supporting Children in Court) Legislation Bill (28 February 2021)

Water Services Bill (2 March 2021)

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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