Employer Bulletin

Our Weekly News Digest for Employers

Friday, 16 July 2021

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Cases

Employment Relations Authority: Five Cases

Personal grievance raised outside of statutory timeframe

Ms Burke worked for Charlotte Jean Maternity Hospital Limited (Maternity Hospital) from 19 October 2016 until 8 May 2019. There was a written employment agreement between the parties which set hours and days of work as well as the requirement for Ms Burke to be on-call. Solicitors acting for Ms Burke wrote to Maternity Hospital on 15 August 2019 raising a personal grievance. Ms Burke claimed that the on-call requirement in the employment agreement was an availability provision, which did not provide any compensation for Ms Burke making herself available to work.

On 10 December 2019, Ms Burke lodged an application with the Employment Relations Authority (the Authority). Ms Burke claimed she was unjustifiably disadvantaged by Maternity Hospital's failure to provide compensation for the requirement to be available and therefore failed to comply with obligations under the Holidays Act 2003 (the Holidays Act). Ms Burke sought compensation for this as well as payment for public holidays, alternative holidays and annual leave that she did not receive during her employment. She sought penalties for each breach of the Holidays Act. The Maternity Hospital did not consent to a personal grievance being raised out of time and disputed the arrears and penalty claims.

The Maternity Hospital employed Ms Burke as a registered midwife in the position of Clinical Team Leader. Her position required her to work for eight continuous days, followed by six continuous days off. During the eight day work period, Ms Burke was the on-call midwife. Ms Burke was not expected to work more than 72 hours over the eight day work period. In her evidence, Ms Burke claimed that she worked between 64 to 72 hours, which included all of the call-outs. The annual salary in the employment agreement was set at $72,000 with an extra $2,000 per annum paid for any work carried out on public holidays.

Ms Burke's employment ended on 8 May 2019. The Authority held that Ms Burke had 90 days from 8 May 2019 to raise her personal grievance. As the personal grievance was raised on 15 August 2019, the Authority held that this was outside of the statutory timeframe set by section 114(1) of the Employment Relations Act 2000 (the Employment Relations Act). Ms Burke claimed she was not aware of her entitlement to compensation for an availability provision until she sought legal advice after her employment ended. The Authority did not accept that the time for raising a personal grievance started when legal advice was obtained.

In the absence of a personal grievance claim, it was not necessary to consider whether the on-call requirement was an availability provision, whether it was in

accordance with section 67D of the Employment Relations Act, or whether Ms Burke was disadvantaged by non-compliance. Therefore, personal grievance remedies such as compensation or reimbursement under section 123 of the Employment Relations Act did not arise.

Though the personal grievance was raised outside of time, the Authority found that Ms Burke was owed wage arrears of $3,367.45 for unpaid sick leave and annual holidays. Penalties for breaching sections 52 and 56 of the Holidays Act were also imposed on Maternity Hospital which amounted to $750 and $1,125, respectively. One third of this amount was payable to Ms Burke and two thirds payable to the Crown. All other claims were dismissed. Costs were reserved.

Burke v Charlotte Jean Maternity Hospital Limited [[2021] NZERA 108; 17/03/2021; P Cheyne]

Employer's failure to comply with a Labour Inspector's Improvement Notice resulted in penalties

A Labour Inspector employed by the Ministry of Business, Innovation and Employment lodged an application to the Employment Relations Authority (the Authority), against Nukuvai Limited on 8 May 2020. The Labour Inspector claimed that Nukuvai Limited had failed to comply with an Improvement Notice dated 3 October 2019 and had suggested that a compliance order and penalties be provided against Nukuvai Limited.

From February to March 2019, the Labour Inspector was provided with relevant employment agreements from Nukuvai Limited and met with Ms Danny, sole Director and Shareholder of Nukuvai Limited. They discussed the employment records and business practices, in which the Labour Inspector noted several compliance issues. On 5 September 2019, the Labour Inspector completed an investigation report and sought a response from Nukuvai Limited. When no response was provided by Nukuvai Limited, the Labour Inspector emailed through a final report on 3 October 2019 outlining breaches of the Employment Relations Act 2000 and the Holidays Act 2003 (the Holidays Act). He claimed that Nukuvai Limited's employment agreements did not provide a reasonable explanation for how to resolve employment relationship problems, and they did not contain an employee protection provision.

The Labour Inspector also claimed that Nukuvai Limited failed to pay the employees public holiday entitlements. The Labour Inspector argued that employees who did not work on a public holiday for days that would have been otherwise working days for them, were not paid. Nukuvai Limited had also failed to provide alternative holidays to employees who worked on public holidays, when that day would have been an otherwise working day for them. The Labour Inspector also added that Nukuvai Limited failed to keep holiday and leave records, in accordance with the Holidays Act.

The Labour Inspector's report noted that an Improvement Notice was issued to Nukuvai Limited. The Improvement Notice required Nukuvai Limited to make changes to its records and business practices to ensure that it would be compliant with minimum employment standards. This included providing employees with employment agreements that contained employee protection provisions and a plain language explanation for resolution of employment relationship problems. It was recommended that a review of all wage and time, and holiday and leave records be done and to identify employees who were not provided entitlements. The Labour Inspector recommended that Nukuvai Limited calculate and issue arrears to the employees as well.

The Labour Inspector advised Nukuvai Limited of its right to object to the Improvement Notice, including the timeframes to do so. No objections were raised. On 13 November 2019, the Labour Inspector emailed Ms Danny to remind her that she had not provided the evidence showing that she had complied with the Improvement Notice. Despite extensions to provide demonstrated compliance, no evidence was provided.

The Labour Inspector then filed a Statement of Problem to the Authority. On 10 May 2020, the Authority advised Ms Danny of the Labour Inspector's application and on 18 May 2020, Ms Danny acknowledged the Authority's email. No Statement of Reply was received from Nukuvai Limited and in order to progress the matter, a case management call was held on 3 August 2020. Time tabled directions were provided by the Authority, and Nukuvai Limited was asked to provide a Statement of Reply by 17 August 2020. A Notice of Direction dated 12 January 2021 set out a process to deal with the matter, and Ms Danny was advised that in absence of a Statement of Reply, the Authority would proceed.

The Authority determined that Nukuvai Limited failed to comply with the Improvement Notice dated 3 October 2019, as provided by the Labour Inspector. The Authority also noted that Nukuvai Limited was held to be non-compliant in 2017, demonstrating that even when the issues were pointed out to Nukuvai Limited previously, they were not addressed.

Nukuvai Limited was ordered to comply with all the obligations under the Improvement Notice dated 3 October 2019, within 28 days of the date of the determination. Nukuvai Limited was ordered to pay penalties to the Authority totalling $5,000 within 28 days of the date of this determination. Costs were reserved.

A Labour Inspector v Nukuvai Limited [[2021] NZERA 176; 30/04/2021; V Campbell]

Failure to consult with employee before disestablishing role led to unjustified dismissal

Ms Lees was employed as an Ear Nurse for approximately three and a half years with Sonova Audiological Care New Zealand Limited, trading as Triton Hearing. Ms Lees claimed she was unjustifiably dismissed after her position was disestablished in March 2020.

Ms Lees' employment was based at Triton Hearing's Johnsonville clinic, but travelled to various clinics in the region. A portion of her work involved ear wax removal functions, but her role was not limited to those activities. Triton Hearing was required to halt face-to-face trading when New Zealand entered level four COVID-19 restrictions on 25 March 2020. Mr Whittaker, Triton Hearing's Managing Director, said when the lockdown commenced, his focus lay with protecting the business so that it could reopen and trade in the future. During the first week of the lockdown, Triton Hearing's management team sought to reduce overheads. Amongst other matters, Triton Hearing determined that it no longer wished to continue with the wax removal service performed by its Ear Nurses, as the functions were not a core business activity and was regarded as uneconomical.

On 30 March 2020, Ms Lees was informed in writing that her position had been disestablished. The letter advised normal pay would continue until 24 April 2020, when her employment would end. Triton Hearing advised however, that it would pass on the value of the Government wage subsidy for a further eight weeks if she had not found employment. Triton Hearing accepted it dismissed Ms Lees. In practical terms, the Employment Relations Authority (the Authority) needed to examine whether there were genuine grounds on which to make Ms Lees position redundant, and whether the process in reaching that decision was fair. As a matter of procedural fairness, at a minimum, an employer is expected to inform an employee of its concerns and allow the employee an opportunity to respond before it takes action. The Authority's assessment of the process used by Triton Hearing led it to conclude the dismissal was unjustified on procedural grounds, but also brought into question the genuineness of the redundancy.

The Authority had no doubt that at the beginning of the level four restrictions, Mr Whittaker held genuine fears as to whether Triton Hearing would stay afloat until it was safe to reopen, particularly where there was no real certainty as to when this would occur. In the circumstances Triton Hearing claimed it would have been disingenuous to consult with staff where there was no prospect, at that time, of the wax removal service continuing, particularly where it did not provide a profit. However unusual the circumstances were at the time of the lockdown, this did not absolve Triton Hearing from its legal obligations owed to its employees. Despite the prevailing challenges, there was no evidence that Triton Hearing was prevented from communicating with Ms Lees about its concerns even if they could not meet in person.

Triton Hearing's failure to consult in good faith with Ms Lees in respect of its decision to disestablish her position undermined any possibility for the parties to negotiate alternative arrangements that may have kept Ms Lees in employment. The failure to consult highlighted, in this case, the difficulty in establishing a genuine basis for the redundancy. The Authority accepted Triton Hearing had genuine grounds to discontinue the wax removal service, but that matter did not, in and of itself, provide substantive grounds for disestablishing Ms Lees' position if her role was not confined to the wax removal service. Ms Lees claimed the wax removal services comprised approximately 40 to 50 per cent of her time, with the remainder of her work largely connected to health care checks.

During the Authority's meeting, Mr Whittaker advised that the decision to disestablish the ear wax service was made in haste, and that in hindsight other decisions could have been made. The Authority found that had Triton Hearing discussed its proposal with Ms Lees, there were a range of possible outcomes that may have occurred. Ms Lees may have agreed to vary her hours of work to part-time and perform the remaining duties. Alternatively, Triton Hearing could have reduced

the total number of nurses, and Ms Lees may have been selected to perform ear health checks and related duties on a full-time basis. Consultation may have identified alternative options to redundancy. Triton Hearing was not able to justify Ms Lees' dismissal on substantive and procedural grounds and Ms Lee's was entitled to remedies as a consequence.

The Authority ordered Triton Hearing to pay Ms Lees $17,000 compensation and $14,742, gross, in lost wages. Costs were reserved.

Lees v Sonova Audiological Care New Zealand Limited trading as Triton Hearing [[2021] NZERA 211; 19/05/2021; M Ryan]

Employer's use of language resulted in unjustified dismissal

Mr Bryant claimed he was unjustifiably dismissed by Infinite Building Solutions Limited (Infinite Building Solutions) on 23 April 2019. Mr Bryant claimed Infinite Building Solutions had breached the employment agreement as he was guaranteed 44 hours a week, but was often given less. Consequently, he claimed he was owed unpaid wages. Mr Bryant also claimed unpaid holidays and statutory days, plus a sum of $10,000 for hurt and humiliation he claimed he suffered.

Mr Bryant lodged a claim with the Employment Relations Authority (the Authority). The Authority invited parties to attend an investigation meeting. Despite Infinite Building Solutions being aware of the meeting, it did not attend. The Authority was advised that Infinite Building Solutions was going to cease trading and was not in a position to meet any award made against it. The Authority decided it was appropriate to continue with the investigation meeting as Infinite Building Solutions was not in liquidation and a second respondent, Mr Burns, Director of Infinite Building Solutions, was also named in the filed Statement of Problem.

When Mr Bryant returned to work just prior to Easter 2019, he was asked to go to Mr Burns' office with Mr Russ, another staff member. Mr Bryant claimed did not know what the meeting was about and assumed it would be a normal work meeting. Instead, Mr Burns said to him that there had been complaints and he wanted the return of Infinite Building Solutions' keys, fuel card and invoice book, saying, *"I'm sick of you. I don't want you here anymore. Go."* Mr Bryant said he asked whether he was going to be paid his statutory holidays for Easter as he was worried about his personal finances and told Mr Burns he was going to see his lawyer. Mr Burns responded, *"Don't threaten me, do whatever you want, I don't want you here. You're fired."* The Authority accepted there was a clear sending away. As Infinite Building Solutions and Mr Burns were not present at the investigation meeting, the Authority found in favour of Mr Bryant's evidence as no contrary evidence was provided to defend the claims. Therefore, the Authority held that there was no justification for the dismissal. Mr Bryant gave evidence of the hurt and humiliation he suffered as a result of the dismissal, claiming that he felt it had badly affected his reputation and caused him considerable financial stress and worry. He said it had affected his confidence and that he found the whole situation extremely embarrassing. Mr Bryant claimed payment for Easter Monday and Good Friday. He also claimed payment for his contracted hours, which were short on average by 25 hours a week, and holiday pay.

Mr Bryant asked for the Authority to find that Mr Burns also be held liable in respect of minimum entitlements. The Authority gave leave to recover wage arrears because Mr Burns was a person involved in a breach under section 142W of the Employment Relations Act 2000. Infinite Building Solutions was ordered to pay Mr Bryant $10,000 as compensation, $404.80 for unpaid statutory holidays, $454.48 for unpaid holiday pay, $5,681 for unpaid wages and costs of $3,000. The Authority held that if Infinite Building Solutions failed to make payment, Mr Burns was liable, as a person involved in the breach under section 142W of the Act, to pay these sums, less the $10,000 compensatory payment.

Bryant v Infinite Building Solutions Limited [[2021] NZERA 216; 20/05/2021; G O'Sullivan]

Employer terminated employee claiming they were a casual employee

In December 2018, Mr Erihe worked as an Aluminium Fabricator for Aluminium Repairs Limited (Aluminium Repairs) until his dismissal. Mr Erihe lodged with the Employment Relations Authority (the Authority) that he was unjustifiably dismissed. Aluminium Repairs claimed that Mr Erihe was a casual employee and did not inform it of his family

commitments when he was appointed. An investigation meeting was held in early May 2021, but Aluminium Repairs did not attend. The Authority was satisfied that it had been properly notified and the meeting proceeded.

Leading up to Mr Erihe's dismissal, he had a phone interview with Mr Dobbs, the Director of Aluminium Repairs, who stated he was looking for permanent employees. Mr Dobbs specified the hours of work as 9am to 6.30pm daily. In a subsequent meeting, Mr Dobbs said that once he was satisfied with Mr Erihe's performance he would give him access to a work phone and vehicle. The hours of work provision in the employment agreement provided to the Authority by Aluminium Repairs stated that Mr Erihe would be given reasonable notice of the dates and hours when required. Mr Erihe claimed the employment agreement provided to the Authority was not the employment agreement he had signed with Aluminium Repairs. Mr Erihe claimed his name was not in his writing, although the signature on the last page was his.

On 27 December 2018, Mr Erihe left Aluminium Repairs at about 4.30pm to assist his mother with his disabled brother who had had an accident. Just before 8pm that evening, Mr Erihe received an email from Mr Dobbs' asking when Mr Erihe was going to be back on site. Mr Erihe replied he had been waiting in hospital and indicated that he would be back at work the next day. Mr Dobbs then phoned Mr Erihe stating he was dismissed and said in an email that Mr Erihe should have informed Aluminium Repairs of any reasons why he would not be able to work, which included taking care of a *"dependent that relies on you alone"*.

The Authority did not accept the employment agreement that Aluminium Repairs lodged, which said Mr Erihe was a casual employee without guaranteed hours. The job advertisement referred to the role being full-time and on the application form, Mr Erihe indicated he was looking for permanent work. His understanding that he was a permanent employee was based on his conversation with Mr Dobbs about the role. Mr Dobbs said Mr Erihe's daily hours would be 9am to 6.30pm and that the role was permanent. He discussed future plans for Mr Erihe in the business. The letter of offer did not indicate the role was casual.

Mr Erihe was given keys to open up each morning, used a company SUV and was to be given a company phone. A training package was provided and his payslip showed Mr Erihe was paid for 37.5 hours, which appeared to reflect a standard 7.5 hour day. The Authority concluded that Mr Erihe was a permanent employee. The Authority decided Aluminium Repairs likely dismissed Mr Erihe because he had taken a few hours off work to attend to his brother who had to be hospitalised. The Authority did not view Mr Erihe attending to family commitments would affect his ability to carry out his work.

The Authority held there were serious deficiencies in the process of the dismissal. The Authority felt that Aluminium Repairs did not genuinely consider any response from Mr Erihe when Mr Dobbs promptly proceeded to dismiss him over the phone. Furthermore, the employment agreement required one day's notice to be given in writing. Mr Erihe did not receive written notice. The employment agreement was therefore breached. The Authority concluded that Aluminium Repairs did not act as a fair and reasonable employer could have done. Mr Erihe was unjustifiably dismissed.

Mr Erihe sought 29 working days as lost wages, but he did not wish to pursue compensation for humiliation, loss of dignity and injury to feelings in relation to his dismissal claim. The Authority ordered Aluminium Repairs to pay Mr Erihe the lesser of a sum equal to the lost wages or three months' pay. It considered whether Mr Erihe had contributed to his dismissal, but decided he could not be criticised for assisting his family. No reduction was made. Aluminium Repairs was ordered to pay Mr Erihe $6,525 gross as lost wages and $71.56 for the filing fee. Mr Erihe's representative was a family member and not a paid advocate therefore, the Authority did not make an order for costs.

Erihe v Aluminium Repairs Limited [[2021] NZERA 217; 21/05/2021; N Craig]

Breaching the term for payment of agreed instalments resulted in a penalty

Mr Gediya applied to the Employment Relations Authority (the Authority) for orders requiring Sharda Transport Limited (Sharda Transport) and Mr Sharda, owner and operator, to comply with the terms of a settlement agreement. Mr Gediya also sought an order for reimbursement of his costs and expenses for the compliance application lodged with the Authority, and an order to impose a penalty on Sharda Transport and Mr Sharda for breaching the settlement agreement.

The settlement agreement defined both Sharda Transport and Mr Sharda as the "*employer*" so both parties were jointly and severally liable to make the instalment payments. Eight of the agreed instalments were paid, but the last four

instalments were not paid. The total amounts outstanding were $5,324 owed to Mr Gediya and $1,341.64 owed to his representative.

Mr Sharda lodged a Statement in Reply with the Authority which stated he had not paid the remaining instalments because Sharda Transport had lost contracts and he had personal health difficulties. Mr Sharda did not provide any evidence in support of these claims. The Authority held that Mr Sharda could have obtained a loan from a financial institution, friends or family, or by sale of a company or personal assets.

The Authority ordered Sharda Transport and Mr Sharda to comply with the terms of the settlement agreement by paying $5,324 to Mr Gediya and $1,341.64 to Mr Gediya's representative. Sharda Transport and Mr Sharda were ordered to pay the sum of $1,000 as costs to Mr Gediya and reimburse him $71.56 for the filing fee paid to lodge his application in the Authority. The Authority felt it was appropriate to impose a penalty of $2,000 on Sharda Transport and Mr Sharda for breaching the settlement agreement.

Gediya v Sharda Transport Limited [[2021] NZERA 249; 11/06/2021; R Arthur]

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

Individual Employment Agreements

Holidays Act

Labour Inspectors

Termination of Employment

Employee Protection Provision

Employer News

Further action to improve diversity in the Public Sector

Minister for Diversity, Inclusion and Ethnic Communities Priyanca Radhakrishnan welcomes the first participants of the newly established graduate programme for ethnic communities, which begins today and will span across multiple public agencies.

"New Zealand is growing in diversity. We have over 213 ethnicities represented across Aotearoa and we collectively speak over 160 languages. Our ethnic communities make up nearly 20 per cent of our population, and it's important that our Public Sector reflects that," Priyanca Radhakrishnan said.

"With these actions, we are laying the foundations for a better future, and a fairer more equitable New Zealand."

The Ethnic Communities Graduate Programme will provide a pathway into the Public Service for skilled graduates from ethnic communities while also improving cultural competency across the Public Sector.

The programme will see 23 graduates start work across 12 agencies, including the intelligence community, as part of the Government's response to the *Royal Commission of Inquiry into the terrorist attack on Christchurch masjidain on 15 March 2019,* which highlighted the need for more diversity across the Public Service.

"It is clear from the Royal Commission's report, and the subsequent hui held across the country, that there is more to do to ensure that the Public Sector is able to better understand and respond to diverse needs. This graduate programme aims to inject some cultural understanding into those agencies while also providing pathways for those who often face barriers to employment.

To read further, please click the link below.

New Zealand Government [12 July 2021]

Hundreds more hands funded to work for nature

Supporting biodiversity protection through community-led projects and on private property will create at least 500 more jobs under the Mahi mō te Taiao/Jobs for Nature programme, Minister of Conservation Kiritapu Allan announced today.

“The work we are funding includes everything from pest control and restoration planting to plant propagation, skill building and education initiatives across Aotearoa New Zealand,” Kiri Allan said.

Examples are a predator control project to create a biodiversity corridor between Lake Rotokare and Omoana in Taranaki, a marae-led project that aims to increase whio and kiwi numbers on the East Coast and a nationwide education and training programme to help hunters contribute to conservation outcomes.

“These things show that our conservation effort is much broader than just getting rid of pests and protecting threatened species.”

The 579 full-time equivalent roles will be funded through a $34 million allocation from the Jobs for Nature Community and Private Land Biodiversity funds administered by the Department of Conservation.

“This is another very significant investment in both our taonga and the people who call this place home.

“It is also about meaningful work, training, and education, a wider understanding of how to make a difference in our own backyard and a helping hand towards a more sustainable environmental and economic future.”

The funding announced today supports 49 projects selected after a rigorous assessment process from more than 400 applications.

“It is always disappointing to have to say no to people who have the passion and drive to make a difference, but this speaks to the scale of the effort New Zealanders are making and the size of the task still in front of us.

“The successful projects will take us where we want to go fastest and most importantly, by putting people into jobs for nature,” Kiri Allan said.

To read further, please click the link below.

New Zealand Government [14 July 2021]

NZ-PNG Sign Statement of Partnership

New Zealand’s Prime Minister Jacinda Ardern and Papua New Guinea’s Prime Minister James Marape signed the first ever New Zealand - Papua New Guinea Statement of Partnership today.

“This new Statement of Partnership reflects the importance we place on the close economic, cultural and people-to-people links our two countries have long shared,” Jacinda Ardern said.

“It is an important milestone in our relationship. By formalising the values, priorities and principles which underpin our strengthening partnership, we’ve set a clear pathway forward for the future engagement between our countries.

“We look forward to continuing to work alongside Papua New Guinea on issues facing our Pacific region, including the ongoing management of COVID-19 and the regional economic recovery,” Jacinda Ardern said.

Prime Minister Hon James Marape, MP, told Prime Minister Ardern that New Zealand has always been a steady help to Papua New Guinea, more so over the last two years during the Pandemic.

"Thank you also for your interventions in the matter of the Bougainville Referendum and under your leadership, we have been able to ramp up our warm relationship through the New Zealand - Papua New Guinea Statement of Partnership," Prime Minister Marape said.

To read further, please click the link below.

New Zealand Government [14 July 2021]

Consultation opens on proposed decommissioning regulations

Consultation on proposals for regulations to support the Crown Minerals (Decommissioning and Other Matters) Amendment Bill has now opened.

The Crown Minerals (Decommissioning and Other Matters) Amendment Bill (the Bill) was introduced in the House on 23 June 2021. The Bill proposes changes to strengthen the regulations for decommissioning petroleum infrastructure and wells, under the Crown Minerals Act 1991.

The Ministry of Building, Innovation and Employment (MBIE) is now seeking feedback on proposed regulations to support the Bill. The proposed regulations relate to the decommissioning of petroleum infrastructure and wells, and the development of a post-decommissioning fund.

To read further, please click the link below.

New Zealand Government [13 July 2021]

Effects of COVID-19 on trade: At 7 July 2021 (provisional)

Effects of COVID-19 on trade is a weekly update on New Zealand's daily goods trade with the world. Comparing the values with previous years shows the potential impacts of COVID-19.

The data is provisional and should be regarded as an early, indicative estimate of intentions to trade only, subject to revision.

We advise caution in making decisions based on this data.

To read further, please click the link below.

Statistics New Zealand [14 July 2021]

Consumers price index (CPI)

Annual Change +3.3% June 2021 year.

The consumers price index (CPI) is a measure of inflation for New Zealand households. It records changes in the price of goods and services. It influences interest rates and is used to calculate changes to benefit payments.

To read further, please click the link below.

Statistics New Zealand [14 July 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: Nine Bills

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

Construction Contracts (Retention Money) Amendment Bill (23 July 2021)

Ngāti Rangitihi Claims Settlement Bill (4 August 2021)

Inquiry of the Natural and Built Environments Bill: Parliamentary Paper (4 August 2021)

Inquiry into the Review of the Radio New Zealand Charter (13 August 2021)

Biosecurity (Information for Incoming Passengers) Amendment Bill (16 August 2021)

Holidays (Parent-Teacher Interview Leave) Amendment Bill (18 August 2021)

Ngāti Maru (Taranaki) Claims Settlement Bill (18 August 2021)

Crown Minerals (Decommissioning and Other Matters) Amendment Bill (19 August 2021)

Inquiry into school attendance (31 August 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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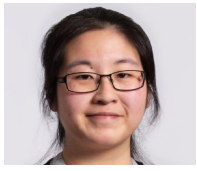

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