Employer Bulletin

Our Weekly News Digest for Employers

Friday, 18 December 2020

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Cases

Employment Relations Authority: Five Cases

No causative link between historic bullying for constructive dismissal claim

Mr Du Plooy was employed by Asmuss Water Systems Limited (Asmuss) from 2 June 2015 until his resignation on 26 July 2018. Mr Du Plooy claimed he was constructively dismissed following years of bullying. He claimed this resulted in him developing negative coping behaviour, behaviour for which he was judged and labelled, thereby disadvantaging his employment. Furthermore, he claimed that his status as a migrant worker had been exploited. He sought remedies of compensation for hurt, humiliation and injury to feelings. Asmuss denied constructively dismissing Mr Du Plooy and argued that he resigned from his employment and worked out his notice after he secured another position. Asmuss denied that it exploited Mr Du Plooy's migrant status.

The conduct Mr Du Plooy described as bullying centered around his interactions with a particular co-worker and the response of Asmuss to the issues Mr Du Plooy raised around those interactions. Mr Du Plooy's evidence showed much of the issues stopped in 2014 when the co-worker changed shifts and they no longer worked together. There was a significant period of four years between this bullying situation and his resignation which made it difficult to find any causative links between these events. The Employment Relations Authority (the Authority) investigated whether this event may have been significant enough to taint Mr Dy Plooy's employment for the next four years. The Authority found that it was not, as at the time the issues were taken seriously by Asmuss when steps and solutions were put in place to address the co-worker's behaviour.

Mr Du Plooy's claim that the workplace events were causative of the negative coping mechanisms he developed was not supported by medical evidence therefore not significant. Migrant workers are vulnerable to exploitation, however Mr Dy Plooy was not in the category of a migrant worker at the time of his resignation as his immigration status was not temporary and he was not vulnerable. The Authority accepted that when Mr Du Plooy first stated working in New Zealand he had to adapt to different cultural norms in the workplace, however the Authority did not accept any causative link between these challenges and his resignation.

On 4 July 2018, Mr Du Plooy had asked for a meeting to discuss several concerns, one of which was not being offered was a Nightshift Supervisor role. The Nightshift Supervisor role was the catalyst for the meeting. Mr Du Plooy was disappointed not to have been offered the role and he was critical of the person to whom Asmuss offered the role to.

Mr Du Plooy stated Asmuss' actions made him feel undervalued. Such a belief does not give rise to a constructive dismissal claim.

In July 2018 Mr Du Plooy applied for a job with another business, which he was offered. He told management about the new role, mentioning details such as it being a supervisory role and higher pay. Management understood that by Mr Du Plooy mentioning the details of the job offer, Mr Du Plooy was requesting a pay increase. However, Asmuss was unable to provide this and was held not to be grounds for a claim of constructive dismissal.

On 23 July 2018 Mr Du Plooy resigned from Asmuss in writing. Mr Du Plooy worked out his one-week notice period. His last day of employment with Asmuss was 26 July 2018. He gave Mr Anderson a thank you card signed on behalf of himself and his family. The resignation letter and card did not give any reasons for Mr Du Plooy's resignation.

The Authority was satisfied Mr Du Plooy resigned to pursue a new job opportunity and was not constructively dismissed. He had not established any breach of his employment or course of action by Asmuss which caused him to resign. Asmuss was entitled to a consideration of costs. The parties were encouraged to attempt to resolve the issue of costs themselves.

Du Plooy v Asmuss Water Systems Limited [[2020] NZERA 489; 30/11/2020; M Urlich]

Redundancy process both procedurally and substantively flawed

Mr Watts commenced employment in November 2016 with Ngāti Pāhauwera Commercial Development Limited (Ngāti Pāhauwera) as Farm Manager of all the Ngāti Pāhauwera farms. Mr Watts' employment relationship ended when he was made redundant in October 2019. He believed his dismissal was unjustified. Ngāti Pāhauwera denied the claims and said Mr Watts' employment was terminated by way of redundancy following a necessary restructure. It said the restructure was justified and was for genuine commercial reasons following consultation over several months, with Mr Watts being provided with information and the opportunity to provide feedback.

On 8 August 2019, Mr Watts was copied into an email advising that effective that day Mr Collier would assume management responsibility for the farms. Mr Watts said that was the first time he had heard that Mr Collier was taking over the management. He saw that as a demotion and read the email as advising him that Mr Collier was taking over the management of the farms which had been his role.

Mr Watts was advised about a restructuring proposal by letter on 11 September 2018. Mr Watts considered the purpose of the letter was to retrospectively justify a decision that had already been made, in that he had been replaced by Mr Collier without any consultation. The letter did provide Mr Watts with the opportunity to provide his views prior to any final decision being made. On 18 October Mr Watts' employment was terminated on the grounds of redundancy.

The Employment Relations Authority (the Authority) outlined that the law relating to an employer's obligations regarding redundancy has been clear for some time. In *Grace Team Accounting limited v Brake* the Employment Court highlighted the explicit requirements for disclosure of information in consultation that apply in redundancy situations. It was incumbent on Ngāti Pāhauwera to ensure that before it made any decision in respect of Mr Watts' employment, he was provided with all relevant information and consultation was genuine.

Following consideration of the evidence, the Authority said that Mr Watts was correct in his belief that at least from 8 August, Ngāti Pāhauwera had decided it did not want him to continue in the role and wished to make him redundant. It seemed unlikely there was anything Mr Watts could have done to have reversed that decision because it was clear by that date, Ngāti Pāhauwera no longer wanted Mr Watts as an employee.

The Authority found that Mr Watts' dismissal because of redundancy, was both procedurally and substantively unjustified. There were no proper grounds provided for the decision. Mr Watts' position still remained in its entirety, however, his role was being carried out by Mr Collier. The basis for the decision was a report which was deliberately kept from Mr Watts and he had had no input into its preparation. He did not see the document until after his dismissal. Furthermore, the decision to terminate Mr Watts' employment on the grounds of redundancy was made on 4 September 2018, a week before Ngāti Pāhauwera wrote to Mr Watts, supposedly to start a consultation period.

Watts v Ngati Pahauwere Commercial Development Limited [2020] NZERA 454; 03/11/2020; G O'Sullivan]

Employer unjustifiably dismissed employee for health reasons

Ms Heron claimed she was unjustifiably dismissed from by Sfizio Limited (Sfizio) after she informed Sfizio that she needed time off to take care of her health. Ms Heron sought remedies for the unjustified dismissal. Sfizio rejected her claims and said that Ms Heron voluntarily resigned from her position, but later sought to withdraw it. Sfizio claimed it was not obligated to accept.

On 6 December 2018, Ms Heron sent a text message to Mr Gregorash, the Director and majority Shareholder of Sfizio, advising them that she had been diagnosed with carpal tunnel. Ms Heron attached a medical certificate from her GP which stated that she was unable to attend work as of that date and was *"possibly able to return to work"* on 7 January 2019. Mr Gregorash and Ms Parfitt, a minority Shareholder met Ms Heron the following day to discuss the issue. Crucial to this determination was whether Ms Heron resigned at some point over this period.

On the morning of 11 December 2018, Ms Heron advised Sfizio that she was unwilling to resign, and the parties engaged in an exchange on a 'without prejudice' basis. Matters were not resolved and on 12 December 2018, Mr Gregorash sent Ms Heron a letter confirming she was *"dismissed on notice".* The letter concluded with advice that Sfizio would pay out Ms Heron's annual and public holiday entitlements. She was informed that her last day of employment was 10 January 2019 and was asked to return all company property.

There was no further contact between the parties until 16 December 2018 whereby Mr Gregorash sent Ms Heron a resignation letter he had drafted. The letter included a statement that Ms Heron agreed to early payment of outstanding entitlements in return for her agreement that she had no employment law claim against Sfizio. She was asked to sign the document and return it however she did not do so. The parties were unable to resolve their differences and the matter was taken to the Employment Relations Authority (the Authority).

The Authority assessed the parties' accounts of the meeting on 7 December 2018. Mr Gregorash and Ms Heron agreed that there was a discussion regarding alternative duties Ms Heron could possibly perform. Mr Heron's evidence characterized the meeting as *"more like an interrogation"* and felt pressured to resign immediately following the meeting. After assessing text messages between Ms Heron and Mr Gregorash, the Authority found that it was more likely than not that Sfizio commenced the meeting on the premise that it was not able to accommodate Ms Heron's condition. The Authority accepted Ms Heron's evidence that she felt increasingly silenced in the meeting but that the silence would not have amounted to a suggestion that she resign.

At the end of the meeting, Sfizio requested that Ms Heron send written confirmation of a resignation. This suggested that she had not expressly resigned and that the issue regarding her position remained in doubt. As a fair and reasonable employer, Sfizio was obliged to make further enquiries with Ms Heron as to her intentions before it could act or rely on its belief if she had resigned.

The Authority then had to consider whether Sfizio unjustifiably dismissed Ms Heron. It was satisfied that the letter sent on 12 December terminated Ms Heron's employment on notice although the basis for the dismissal was unclear from its content. The letter stated that the non-disclosure of Ms Heron's medical condition had affected her employment. It also pointed to a provision in the parties' employment agreement which allowed for termination of medical grounds. The Authority held that neither ground justified Ms Heron's dismissal as she was not provided with an opportunity to comment before her dismissal. It was held that her dismissal was unjustified.

Ms Heron sought compensation of $20,000 for hurt and humiliation following her dismissal. She claimed that she felt ashamed and upset by the way her employment ended and became highly anxious about her future employment prospects in the immediate aftermath of her dismissal. The Authority accepted Ms Heron's claim and she was awarded $15,000 to compensate for her non-economic loss.

Heron v Sfizio Limited [[2020] NZERA 434; 20/10/2020; M Ryan]

Failure to give notice prior to terminating employee found to invalidate trial period

Ms Berea claimed she was unjustifiably dismissed on 21 January 2020. Ms Berea worked as a Marketing, Sales and Production Co-ordinator for Best Health Foods Limited (Best Health Foods). Mr Gu, Director and Shareholder of Best Health Foods, denied this and claimed that Ms Berea was dismissed during a legitimate 90-day trial period and had no claim.

On 9 January 2020, Mr Gu interviewed Ms Berea for a newly created position marketing position. Ms Berea did not recall any discussion of a trial period at this point of time. On 11 January 2020 Mr Gu offered her the job in an email. In this email, along with other information, it stated there would be a trial period. In response, Ms Berea claimed she called Mr Gu and had a discussion around hours and needing to work around dropping her child at school in the mornings, and that there was no problem with this. Mr Gu denied having this phone call with Ms Berea.

In an email sent to Mr Gu on 13 January, Ms Berea indicated she would accept the offer including the 90-day trial period. She also asked for her hours of work to be between 8:30am-5pm, with further flexibility. Mr Gu sent her a draft employment agreement and suggested she start on the 17 January 2020 allowing her to have more time to review. Mr Gu did not respond to Ms Berea's request of working hours indicating Mr Gu was relaxed about this. Although Ms Berea had emailed on 16 January 2020, indicating she had read the employment agreement was *"happy with it"* the employment agreement remained unsigned before Ms Berea commenced employment.

Ms Berea showed up to work the next day at 8:30am. Mr Gu showed up at 9am and the employment agreement was signed. On Monday 20 January 2020, Ms Berea worked a full day and recalled being frustrated with IT/email connection issues and being asked to write content for Best Health Foods' website. Mr Gu told her to check out online what other companies were doing and adapt that content. On 21 January 2020, Mr Gu told her that her work was *"basic"* and had until the end of the day to improve. Ms Berea was asked to meet Mr Gu at 4:30 pm and at this short meeting, Mr Gu advised that he was unhappy with Ms Berea's work and that she was not needed any further. Ms Berea collected her belongings and left the workplace. Ms Berea said that she was in tears and recalled calling her husband. Mr Gu then forwarded a letter by email to Ms Berea at 5:44 pm to give Ms Berea notice of her employment being terminated on Saturday 25th January 2020 and it indicated that they were going to pay for the next three days but that she was not needed to work during that time.

Ms Berea raised a personal grievance claiming that the 90-day trial period had no effect as she was an existing employee before she signed the employment agreement and contended that the dismissal was procedurally and substantively unjustified. However, the Employment Relations Authority (the Authority) viewed Ms Berera's situation differently. Emails between Ms Berera and Mr Gu showed that there was 'offer and acceptance' of all terms of employment. Due to this, the Authority did not find that the trial period was invalidated. The Authority stated that Ms Berea communicated acceptance of all terms including the trial period that had been specifically brought to her attention prior to commencing employment.

An issue for Best Health Foods was that notice of termination, written or otherwise, was only given to Ms Berea after she had been dismissed on 21 January 2020. Notice must be given prior to the ending of an employment relationship, which was not done in this case.

The Authority found that with the failure to give prior notice, Best Health Foods was unable to rely upon the trial period to justify its decision to summarily dismiss Ms Berea. The lack of prior notice in this context rendered the trial period inoperable. Given that Best Health Foods could not rely on a valid trial period, the Authority needed to consider whether Ms Berea's dismissal was unjustified. Given that the employment lasted less than three days, Best Health Foods gave Ms Berea an insufficient orientation and time to demonstrate her skill level. The manner of the dismissal was abrupt with no practical opportunity for Ms Berea to obtain representation or have any input into the decision. No fair and reasonable employer could have concluded that summary dismissal on performance grounds was warranted in these circumstances.

The Authority found that Ms Berea was unjustifiably dismissed. Best Health Foods Limited was ordered to pay Ms Berea the sum of $3,774.58 gross lost wages and $12,000 compensation without deduction.

Berea v Best Health Foods Limited [[2020] NZERA 474; 17/11/2020; D Beck]

Awards ordered for failing to comply with minimum employment standards

On 7 August 2018 a Labour Inspector conducted an audit of Motukarara Asparagus. The Labour Inspector alleged that Mr Gray, who operated Motuakara Asparagus, had breached the Minimum Wage Act 1983 (the Minimum Wage Act), the Wages Protection Act 1983 (the Wages Protection Act) and the Holidays Act 2003 (the Holidays Act). The Labour Inspector sought payment for wages arrears, repayment of all deductions made without consent, payment for public holidays and payment of eight per cent annual holiday pay on wages arrears together with interest and costs. The Labour Inspector also sought that Mr Gray was a person involved in the breaches under the Employment Relations Act 2000. Orders were sought for penalties against Mr Gray and Ms Gray.

During the audit, the Labour Inspector viewed wage and time records for the 2017 harvest season with Ms Gray. Manual records were kept in a notebook and the Supervisor, Mr Ratubalavu recorded the amount of asparagus picked as well as start and finish times, which were provided to Ms Gray for calculating wages. Ms Gray told the Labour Inspector that employees were paid on the amount of asparagus picked at $2.50 per kilogram. When the employees were working in the packing shed, they were paid the minimum wage. The Labour Inspector said it was clear there was no system in place to check that employees had earned at least the minimum wage for every hour worked or to identify when employees had earned less than the minimum wage when paid $2.50 per kilogram for picking asparagus. The Employment Relations Authority (the Authority) also noted that the Labour Inspector was advised that deductions were made for any asparagus that did not pass quality control in the shed and that may have been attributed to minimum wage breaches.

When Mr Gray deducted wages from employees, some of those deductions were in accordance with the Wages and Protection Act. Deductions that were not made in accordance with the Wages and Protection Act were reimbursed to the respective employees. Mr Gray was able to establish that deductions were lawfully made for three employees. The deductions that were found unlawful were because Mr Gray had not retained signed consent forms that clearly confirmed agreement to the amounts deducted.

There was no evidence before the Authority to suggest that any public holiday entitlements were recognised by Mr Gray. Mr Gray confirmed this in his evidence as he stated employees were not paid for Christmas Day because the employees only received payments when they worked. Records provided to the Labour Inspector did not show payments had been made for other public holiday entitlements. There was also no provision of alternative days for working on public holidays that would otherwise be working days.

The Authority held that Mr Gray was the employer as he was referred to as the employer in key documents, including the signed individual employment agreements. The Authority held that Mr Gray breached minimum employment standards. The Authority noted that Ms Gray would need to hold a qualifying position if she was to be treated as a person involved in the breach, however Ms Gray did not hold a qualifying position as she undertook payroll activities and some record-keeping.

The Authority then needed to determine whether Ms Gray was an officer of the entity. This could only be if Ms Gray was in a position to exercise significant influence over the management or administration of the entity. The Authority did accept that employees went to Ms Gray with payroll queries and that she had some influence over administration, but found it was not enough to satisfy significant influence. The Authority found in all likelihood that significant decisions about administration rested with Mr Gray. The Authority did not find that Ms Gray could be characterised as an owner-operator of Motukarara Asparagus and the business could function without her. Ms Gray was not found to be a person involved in the breaches.

The Authority held that Mr Gray had breached provisions of the Minimum Wage Act, the Wages Protection Act and the Holidays Act. Awards were made for reimbursement of minimum wage arrears, public holiday entitlements, unlawful deductions and holiday pay on arrears for the employees. The Authority accepted the calculations the Labour Inspector had made in relation to the breaches established by the Authority.

Mr Gray was ordered to pay awards for the breaches established which totaled $49,722.49. An award was made on interest on those awards. Ms Gray was not found to be a person involved in the breaches. Costs were reserved.

A Labour Inspector v Gray [[2020] NZERA 411; 12/10/2020; H Doyle]

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

Labour Inspectors

Personal Grievances

Incapacity

Restructuring and Redundancy

Trial and Probationary Periods

Employer News

AdviceLine hours – Christmas and New Year 2020 - 2021

This is the last issue of the Employer Bulletin for 2020. The first issue in the New Year will be 15 January 2021.

Have a safe and enjoyable holiday period with your loved ones. We look forward to your continued membership, support and readership in 2021.

AdviceLine will be operating the following hours over the Christmas and New Year period:

Thursday 24 December	8am – 5pm
Friday 25 December	Closed - Public holiday
Monday 28 December	Closed – Public Holiday
Tuesday 29 December	9am – 5pm
Wednesday 30 December	9am – 5pm
Thursday 31 December	9am – 5pm
Friday 1 January	Closed – Public Holiday
Monday 4 January	Closed – Public Holidays
Tuesday 5 January	9am – 5pm
Wednesday 6 January	9am – 5pm
Thursday 7 January	9am – 5pm
Friday 8 January	9am – 5pm

Contact AdviceLine on 0800 300 362 in New Zealand or 1800 300 362 from Australia

EMA [14 December 2020]

Govt ready to back business if there's a COVID resurgence

The Government is putting in place support for affected businesses in case there is a resurgence of COVID-19.

"We want to provide certainty to businesses and workers about what support will be available in the event of a resurgence of COVID-19," Grant Robertson said.

"This includes a new Resurgence Support Payment is being introduced to help businesses directly affected when there's a move to Alert Level 2 or above for a week or more. This will particularly help sectors like hospitality and events, who face particular disruptions as Alert Levels change.

"This recognises that some businesses face one-off costs or impacts to cashflow when we step up an Alert Level to follow public health advice. The payment is structured to provide most support to smaller firms who are most likely to face cashflow issues but will be available to all businesses and sole traders."

The payment would include a core per business rate of $1500 plus $400 per employee up to a total of 50 FTEs ($21,500). Firms that experience a 30% drop in revenue over a 14-day period will be eligible.

"We've also committed to the Wage Subsidy Scheme whether there's a regional or national move to Alert Levels three and four. The Wage Subsidy Scheme has been very effective in keeping people in work so far with more than $14 billion paid out to protect 1.8 million jobs.

"Cabinet has also asked the Minister of Justice to revisit options on future commercial tenancy negotiation support - this will be discussed by Cabinet early next year.

"We're also keeping the Leave Support Scheme and adding to it by introducing a new Short-term Absence Payment to also cover eligible workers needing to stay at home while awaiting a COVID-19 test result. This will be a one-off payment of $350 to employers to pay workers who need to stay home while awaiting a test or while someone who is their dependent is doing so, in accordance with public health advice," Grant Robertson said.

Other supports retained include the loan products Business Finance Guarantee Scheme, which is being extended to June 2021 with additional availability and flexibility, and Small Business Cashflow Scheme, which has also recently been extended.

New Zealand Government [15 December 2020]

Economic update shows faster recovery

The Government's decision to act quickly in response to the global COVID-19 pandemic has contributed to a better than expected economic recovery, Grant Robertson says.

The Treasury today released its latest economic and fiscal forecasts in the 2020 Half Year Economic and Fiscal Update.

While New Zealand's economy contracted in 2020, it is forecast to rebound strongly in 2021 outperforming regions we compare ourselves to, like the Euro Zone, the United Kingdom and Japan.

"Global economic activity is expected to continue to recover over the rest of the forecast period, although the pace of recovery is likely to be uneven as countries contend with renewed virus outbreaks and the resulting containment measures.

"Of course the pandemic is not the only risk to the global outlook. Ongoing trade and geopolitical tensions, in particular tensions between China and the United States, have the capacity to affect growth and lead to higher levels of volatility," Grant Robertson said.

The employment outlook has also improved, with a much lower forecast peak in unemployment and a faster recovery in labour force participation.

"In line with the stronger domestic recovery, the unemployment rate is forecast to peak at 6.9% by the end of 2021, compared to 7.8% forecast in the Pre-Election Economic and Fiscal Update (PREFU).

"Core Crown tax revenue is forecast to be $16.8 billion higher over the forecast period compared to PREFU.

"PAYE revenue is expected to be higher the forecast period, mainly because of a stronger outlook for employment and wage growth. GST forecasts are up partly due to strengthening consumer confidence," Grant Robertson said.

To read further, please click the link below.

New Zealand Government [16 December 2020]

Primary prospects bright after tough year

Economic prospects for the primary sector are bright despite the significant challenges from COVID-19, says Agriculture, Trade and Export Growth Minister Damien O'Connor.

"The latest Situation and Outlook for Primary Industries (SOPI) report forecasts food and fibre export revenue of more than $47.5 billion for the year ending June 2021, and a record $49.2 billion the following year," says Mr O'Connor.

"This strong performance is testament to the sector's ability to adapt to keep businesses operating and workers in jobs. Producers are working to keep staff and communities safe from COVID, and provide the food and fibre products needed at home and abroad. Our primary sector can be proud of the way it has responded as part of our broader community.

"The star performers this year include the horticulture sector. Its export revenue is forecast to hit nearly $7.1 billion, an increase of 8.9 percent from the previous year. It's driven by successful harvests in early 2020 and continued strong demand for our fresh fruit and wine.

"Further increases in export revenue of 5.3 percent are expected for the arable sector for the year ending June 2021, on the back of a bumper 23 percent increase the previous year."

Forestry Minister Stuart Nash says forestry exports are showing good signs of recovery. "Strong demand for logs from China and for sawn timber from the United States is driving recovery in our forestry exports," Mr Nash said.

"Exports are expected to increase by eight percent to almost $6 billion for the year ending June 2021. This reflects the resilience and hard work of our forestry sector, which should be commended."

Mr O'Connor says export revenue for some sectors are forecast to drop for the year to June 2021 but expected to bounce back even stronger the following year.

"Dairy export revenue is forecasted to decrease 4.6 percent to $19.2 billion for the year to June 2021, driven by weaker global dairy prices, as markets continue to deal with the impacts from COVID-19," says Mr O'Connor.

"However, this should be offset by high demand for our dairy products, particularly from China, to support strong sector profitability over the medium-term, with export revenue expected to reach $20.1 billion in the year ending June 2022.

"Meat and wool export revenue is expected to decrease 8 percent to $9.8 billion for the year ending June 2021, mostly due to food service closures from COVID-19, and competition from poultry and other lower priced proteins. It's expected to rebound to almost $10.1 billion the following year."

To read further, please click the link below.

New Zealand Government [16 December 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: 18 Bills

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

Gas (Information Disclosure and Penalties) Amendment Bill (15 January 2021)

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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