Employer Bulletin

Our Weekly News Digest for Employers

Friday, 18 June 2021

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Contact Us

NZ 0800 300 362
AU 1800 300 362
E advice@ema.co.nz
ema.co.nz

Cases

Employment Relations Authority: Six Cases

Employer penalised for breaching mediated Record of Settlement

The Applicant and Immigrationz Services Limited (Immigrationz Services) signed a Record of Settlement under section 149 of the Employment Relations Act 2000 (the Act). The Record of Settlement was certified by a Mediator from the Ministry of Business, Innovation and Employment. The Applicant claimed that Immigrationz Services breached clause 3 of the Record of Settlement.

The Record of Settlement stated in clause 3 that Immigrationz Services was to pay the Applicant $6,000 for compensation in three instalments of $2,000. The instalments were to be paid on 3 July 2020, 7 August 2020 and 4 September 2020. The Record of Settlement was certified under section 149 of the Act by the Mediator. Certification confirmed that before making the agreement, the parties were advised and understood the agreed terms were final, binding, and enforceable and could not be cancelled. It could not be brought before the Employment Relations Authority (the Authority) or the Employment Court for review or appeal, except for the purposes of enforcing those terms.

The issue for determination was whether Immigrationz Services complied with clause 3 of the Record of Settlement. The first two payments were made in accordance with the Record of Settlement, however the third payment was not paid by 4 September 2020. Mr Singh could not be contacted by the Applicant. A Statement of Problem was prepared and filed with the Authority on 7 September 2020. Immigrationz Services made payment overnight on 7 September 2020 with the monies appearing in the Applicant's bank account on the morning of 8 September 2020. Mr Singh provided a bank statement to the Authority confirming the payment to the Applicant had been made as stated. The Applicant confirmed payment of the amount due under clause 3 of the Record of Settlement.

The Authority found that though the payment had been made, it was not by the date as agreed by the parties as set out in the Record of Settlement. From the evidence available, the Authority was not satisfied that Immigrationz Services and Mr Singh had failed to comply with clause 3 of the Record of Settlement. However, as payment in full had been received by the Applicant no order for compliance was made.

The Act includes provisions encouraging parties to resolve their employment relationship issues between themselves. Settlement agreements represent such a resolution and the failure by one party to honour the terms of any resulting settlement agreement is a serious matter. Public confidence in settlement agreements under section 149 of the Act would be undermined if it were perceived that parties were

permitted to breach settlement agreements with impunity. The Authority expressed the importance that parties have confidence in the enforceability of the terms of settlement agreements.

The Authority considered a penalty of $200 to be appropriate in all the circumstances, given the intentional nature of the breach. Immigrationz Services was also ordered to pay the Applicant's filing fee of $71.56 and $750 as a contribution towards costs. These orders were to be made within 14 days of the date of this determination.

Malik v Immigrationz Services Limited [[2021] NZERA 142; 13/04/2021; E Robinson]

Breached settlement agreement resulted in penalties awarded to employee

Ms Harrison and Ms Mason each sought an order requiring Machu Pichu Limited (Machu Pichu) to comply with the terms of settlement agreements signed by all parties on 10 February 2021. Mr Harrison and Ms Mason asked for a penalty to be imposed on Machu Pichu for not paying agreed amounts by agreed dates.

Machu Pichu did not complete terms requiring it to pay the full amount of certain sums to Ms Harrison, Ms Mason and their representative within the agreed date of seven days after a Mediator of the Ministry of Business, Innovation and Employment certified their agreements. Instead, payment was only made on 16 February 2021 for Ms Mason and 17 February 2021 for Ms Harrison. Mr Howarth, Director of Machu Pichu, made only part payments of the separate amounts over the following weeks. If the drip feed approach Machu Pichu instigated at its own volition continued at that rate, it would have taken at least two years to pay the full amount rather than the seven days promised in their settlement agreements.

During the Employment Relations Authority's (the Authority) investigation, Mr Howarth advised the Authority that the amount due had been settled in full. As a result, no compliance order was needed. However, the Authority still had to determine Machu Pichu's liability to a penalty.

New Zealand Parliament has reinforced the finality and certainty of settlement agreements by providing for a penalty when a term is breached. This upholds the integrity of each individual settlement agreement and parties, whether they be the employer or the worker, from breaking their promise.

Representatives of Machu Pichu were given a preliminary indication that penalties, if the payment was not made and a compliance order was required, would be imposed in the range of $2,500 to $5,000 per breach. On that indication the penalties for both breaches would likely total between $5,000 and $10,000.

Machu Pichu had made the most of the adjournment granted to arrange compliance, and a significant discount on the penalty was appropriate due to the steps taken to mitigate the breach and cease its ongoing nature. Machu Pichu was ordered to pay a penalty of $500 for its breach of each of the two settlement agreements which totalled $1,000. Additionally, Machu Pichu was ordered to pay $1,000 to Mr Mateer, Ms Harrison and Ms Mason's representative, for costs of representation services and reimburse Ms Harrison and Ms Mason $71.56 for the filing fee incurred in bringing their applications.

Harrison v Machu Pichu Limited [[2021] NZERA 153; 16/04/2021; R Arthur]

"*Take it or leave it*" approach in reduction of hours resulted in constructive dismissal

In 2018, Ms Jones began working at a coffee shack in Hyde Park Village (Hyde Park). The terms and conditions of Ms Jones' employment relationship was never recorded in writing. Ms Jones said she first began working at the coffee shack in late June 2018 after the incumbent Barista suddenly left. She said shortly thereafter Mr Everiss, her employer, raised the possibility that she undertake catering services for the food-cart Mr Everiss also owned. Ms Jones accepted this offer. Mr Everiss submitted that when Ms Jones began working at the food-cart, she would only work at the coffee shack on a "*fill-in*" basis when there was no Barista.

On 8 December 2018, a disagreement arose between Ms Jones and one of Mr Everiss's family members. After her shift the following day, she was told that she was not required to attend the coffee shack on Monday or Tuesday. Ms Jones returned to work on Wednesday 12 December 2018 and was invited to a meeting later that day. The meeting was attended by Mr Everiss, Ms Jones along with her support person, and one other employee.

The purpose of the meeting was to discuss the impact of hiring a new Barista and how that would affect Ms Jones' hours of work. Mr Everiss told Ms Jones that a decision had been made to drop her hours from 45 to 25 hours per week on a "*take it or leave it*" approach. Ms Jones explained that she could not afford the drop-in hours and became very upset about the reduction in hours and subsequently left the meeting and did not return to work. Ms Jones raised a personal grievance in the Employment Relations Authority (the Authority) and claimed that she was unjustifiably dismissed, either actually or constructively during the meeting. She further claimed that she was unjustifiably disadvantaged by the process taken to dismiss her.

It was accepted by the Authority that Ms Jones was given the ultimatum of accepting the drop in her hours to accommodate a new full-time Barista in the coffee shack, or leaving her employment. The decision to alter Ms Jones' hours of work to approximately half of that previously undertaken was a fundamental breach of the agreement between the parties, particularly where Ms Jones was clear she could not sustain employment on those terms. The Authority accepted that Mr Everiss was not acting with malice or deceitfulness, but was naïve in his understanding of the obligations an employer has towards an employee.

The Authority accepted that it was reasonable for Ms Jones' to have considered her employment was terminated in the prevailing circumstances, and her departure from her employment was reasonably foreseeable having regard to the seriousness of the breach. Therefore, the Authority held that Mr Jones was constructively dismissed. Ms Jones was awarded $20,000 for hurt and humiliation and $13,036.05 minus PAYE for lost wages. Costs were reserved.

Jones v Everiss [[2021] NZERA 157; 20/04/2021; M Ryan]

Failure to honour terms of Record of Settlement

In October 2020, OneAir Limited (OneAir) lodged a Statement of Problem with the Employment Relations Authority (the Authority). It sought interim orders and relief in respect of alleged breaches by Ms Aucamp of provisions of the employment agreement between the parties. The parties attended mediation in November 2020 and a Record of Settlement was signed which concluded the employment relationship problems between them.

The Record of Settlement provided that all matters discussed in mediation were to remain, as far as the law allowed, confidential to the parties. Clause 14 of the Record of Settlement ordered neither party to speak ill of the other, including on social media. OneAir claimed Ms Aucamp had breached the terms of the Record of Settlement and sought compliance orders and penalties. Ms Aucamp denied the breaches.

Mr Schagen, sole Director and a Shareholder of OneAir, became aware Ms Aucamp had allegedly breached the Record of Settlement. He alleged that Ms Aucamp had a conversation with a third party and disclosed that there had been legal proceedings between herself and OneAir. He also alleged that Ms Aucamp had discussed a payment made under the Record of Settlement as well as spoke ill of OneAir.

OneAir claimed that although some of the comments made by Ms Aucamp referred to Mr Schagen personally and not OneAir, Mr Schagen and OneAir were essentially one and the same given he is the sole Director and the 'face' of OneAir. OneAir argued that all OneAir clients and business parties knew Mr Schagen and that his personal reputation was inextricably linked to that of OneAir.

OneAir and AD Riley share offices on the same premises. It was common ground that Ms Aucamp went to AD Riley's premises and spoke with AD Riley's Operations Co-Ordinator. Ms Aucamp was adamant that she did not disclose any information contained in the Record of Settlement and did not talk about OneAir or Mr Schagen. In an affidavit dated 19 February 2021 AD Riley's Operations Co-ordinator claimed that Ms Aucamp discussed the legal proceedings and her ill feelings towards Ms Schagen.

A Health and Safety Co-Ordinator was present in the AD Riley's office at the time of Ms Aucamp's visit. They had provided a statement setting out what they overheard of the conversation between Ms Aucamp and the Operations Co-Ordinator. The Authority held that the version of events given by the AD Riley employees was too similar to be a coincidence. It found that it was more likely than not that Ms Aucamp did disclose information covered by the confidentiality provision of the Record of Settlement and spoke ill of Mr Schagen and therefore OneAir.

A compliance order was necessary to prevent further non-observance of, or non-compliance with the Record of Settlement. Ms Aucamp was ordered to comply with clauses 1 and 14 of the Record of Settlement with immediate effect. The Authority noted that the failure by one party to honour the terms of a resulting settlement agreement is a serious matter and penalties could apply.

As Ms Aucamp had only breached the Record of Settlement once, the maximum penalty the Authority could impose was $10,000. The Authority was satisfied Ms Aucamp understood the terms of the Record of Settlement and all matters discussed at mediation were confidential and that the Record of Settlement included non-disparagement prohibitions.

The harm caused by the breach was limited. There was a swift and firm response from OneAir and nothing further was said or done by Ms Aucamp to breach the terms of the Record of Settlement. Ms Aucamp was ordered to pay penalties of $500. The penalties were to be paid to OneAir Limited pursuant to section 136(2) of the Employment Relations Act 2000 within 28 days of the date of this determination. Costs were reserved.

OneAir Limited v Aucamp [[2021] NZERA 158; 21/04/2021; V Campbell]

Employee claimed unjustified dismissal following redundancy due to impact of COVID-19

Ms Siegmund claimed she was unjustifiably dismissed by Marlborough Tour Company Limited (Marlborough Tour Company). Marlborough Tour Company accepted it dismissed Ms Siegmund but was of the view it could justify the dismissal as a redundancy attributable to a loss of business caused by COVID-19.

Marlborough Tour Company manages a number of tourism orientated businesses in the Marlborough region. In October 2019 Ms Siegmund was employed as a Deckhand on a fixed term agreement which was due to end on 31 May 2020. COVID-19 created difficulties in March 2020, as Marlborough Tour Company was reliant on tourists, particularly those who came off cruise ships.

Marlborough Tour Company held three simultaneous meetings with staff, but unfortunately due to the fact it was a rostered day off, Ms Siegmund did not attend. On 21 March 2020, Ms Siegmund claimed when the boat she was crewing on returned to Havelock, Ms Taylor, the Havelock Manager, came aboard and said to her, "*that was your last day mate*". Ms Siegmund was on scheduled leave the following day and as they were then going to a winter roster, she would not be returning hence why Ms Taylor claimed she said what she said. Ms Taylor said she and Ms Siegmund had become friends and she realised it was potentially the last time they would see each other so the comment was justified. Ms Siegmund agreed there was nothing malicious about the way the comment was uttered, but stated she took it as confirmation of her termination.

That same day, Ms Clarson, Marlborough Tour Company's Human Resources Advisor, tried to contact Ms Siegmund to commence a consultation process. They spoke the following morning and while expressed in different ways, both were in essential agreement that the conversation was long and canvassed some suggestions Ms Siegmund made for improving the business. Ms Clarson said Ms Siegmund appeared accepting of the situation and she was of the view Ms Siegmund must have therefore understood the situation and accepted there were no viable alternatives and so had no input to make before a final decision was made. The Employment Relations Authority (the Authority) said it would be fair to conclude the two were talking at cross purposes.

The next day Ms Clarson rang Ms Siegmund again to convey the final decision. Operating on the belief that Ms Siegmund had already been terminated, she said the call surprised her and was relatively short. Ms Siegmund said she simply asked to be sent an email. The subsequent letter referred to the impact of the New Zealand Government's border closures and Marlborough Tour Company no longer having regular work for her. The letter went on to refer to Marlborough Tour Company being in a position of "*force majeure*" and provided notice that the fixed term contract would be made

redundant on 6 April 2020. Ms Siegmund followed up regarding the notice provided as her agreement provided for four weeks' notice.

Marlborough Tour Company claimed that despite the correspondence with Ms Siegmund, it was not relying on frustration to justify the termination. However, for completeness, the Authority recorded that such an argument would not have succeeded in any event. The Authority said that was because frustration should only be relied upon where the employment agreement did not make adequate provision for the situation that arose. The employment agreement referred to redundancy.

Marlborough Tour Company argued Ms Taylor did not have ostensible authority to dismiss Ms Siegmund. However, the Authority concluded that as the Manager who organised Ms Siegmund's work on a day to day basis, Ms Siegmund was entitled to interpret her comments on 21 March 2020 as confirmation that her employment was to end. Good faith provisions under the Employment Relations Act 2000 (the Act) were not complied with at the time of consultation and when it did, the process was truncated as a result of the earlier events.

Marlborough Tour Company did not consult in the manner envisaged by the Act and as a result failed to ascertain there was a misunderstanding. It then exacerbated the situation by later providing the unsustainable argument of frustration and failing to at least explain its approach to notice. That then led to the parties continuing to talk at cross-purposes and as a result they failed to address the real issues. The Authority held that it was Marlborough Tour Company's responsibility to remedy the deficiencies and its failure to do so meant the dismissal was unjustified.

The Authority concluded Ms Siegmund had a personal grievance and ordered Marlborough Tour Company to pay her $8,000 as compensation for humiliation, loss of dignity and injury to feelings. Costs were reserved.

Siegmund v Marlborough Tour Company Limited [[2021] NZERA 180; 03/05/2021; M Loftus]

Unresolved issues resulted in interim reinstatement application

Mr Nyika worked for Wanaka Pharmacy Limited (Wanaka Pharmacy) as a Pharmacist from June 2013. Mr Nyika lodged a Statement of Problem in the Employment Relations Authority (the Authority) based on unjustified disadvantage, wage arrears and unjustified dismissal. Mr Nyika subsequently lodged an application in the Authority for interim reinstatement.

In April 2020 Wanaka Pharmacy raised concerns with Mr Nyika regarding dispensing and stock recording errors. Wanaka Pharmacy suspended Mr Nyika for potential serious misconduct and commenced a formal investigation. The investigation was never concluded and a disciplinary process was never undertaken. Mr Nyika raised personal grievances for unjustified action causing disadvantage in relation to his suspension and flawed process. He also raised concerns about pay during his suspension. When payment of his wages stopped after 21 January 2021, Mr Nyika raised a personal grievance for unjustified dismissal. Wanaka Pharmacy denied unjustifiably dismissing Mr Nyika, it claimed it stopped paying Mr Nyika because it discovered he had been working for another pharmacy in Wanaka.

The law relating to interim applications requires determination of whether there is a serious question to be tried, and where the balance of convenience and overall justice of the case lies. To determine this, the Authority had to consider whether Mr Nyika may have been unjustifiably dismissed. While the Authority was not required to resolve the question at the interim stage, it did need to consider whether it was arguable that he had been.

The Authority decided that, although it was possible to infer that Mr Nyika resigned, the stronger position was that Wanaka Pharmacy had dismissed Mr Nyika. There was a serious question to be tried regarding possible unjustified dismissal based on Wanaka Pharmacy stopping Mr Nyika's pay.

If an applicant seeks reinstatement and it is determined that they have a personal grievance, the Authority must order reinstatement if it is practicable and reasonable to do so. Practicable means assessing whether reinstatement can be achieved successfully. What is reasonable requires an assessment of the effects of an order on the parties and others.

Wanaka Pharmacy said it was neither practicable nor reasonable to reinstate Mr Nyika if he was successful with his unjustified dismissal claim. It said it had concerns about Mr Nyika's ability to work competently. Mr Nyika allegedly dispensed incorrect drugs and tried to hide at least one of his dispensing errors. Wanaka Pharmacy was concerned that

these issues could occur again and cause harm to its business. It also said Wanaka Pharmacy was fully staffed and Mr Nyika's reinstatement would mean it would have to consider restructuring. Wanaka Pharmacy said it had lost trust and confidence in Mr Nyika and the relationship was beyond repair.

Mr Nyika accepted there were dispensing errors in the past, but argued that those were minimal and resolved without any adverse consequences for customers. Mr Nyika said that his relationship with Mr Heath, Owner of Wanaka Pharmacy, was somewhat difficult at times but he believed they had a functional relationship. There had never been any suggestions about a lack of trust in him. Mr Nyika said it was not fair that Wanaka Pharmacy should benefit from its own failure to resolve performance and misconduct issues.

The Authority agreed that it was not fair for Wanaka Pharmacy to be able to use untested and unproven allegations. The Authority was not satisfied that Mr Nyika returning to work would have the significant impact Wanaka Pharmacy claimed. The Authority felt that reinstatement could be successfully achieved and was fair in the circumstances. The Authority therefore found there was an arguable case for reinstatement.

Assessing the balance of convenience requires a comparative analysis of the impact on each party if the interim order was granted. Without reinstatement Mr Nyika faced a very uncertain future as he had been without income for some time. The immediate financial impact on Mr Nyika not being paid in the interim period could have had an impact that damages would not fix, including potential debt enforcement. Wanaka Pharmacy's claim that reinstatement would impact on its ability to continue to trade did not persuade the Authority. The Authority found the balance of convenience was weighted in favour of granting interim reinstatement. In assessing where the overall justice lay, Nyika's performance and misconduct had never been properly resolved, and therefore meant that interim reinstatement was appropriate.

The Authority was satisfied that there was a serious question to be tried in respect of the unjustified dismissal claim and reinstatement. The balance of convenience and overall justice of the case supported an interim order being made. Mr Nyika's application for interim reinstatement was therefore granted. Costs were reserved.

Nyika v Wanaka Pharmacy Limited [[2021] NZERA 185; 05/05/2021; P van Keulen]

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

Personal Grievances

Full and Final Settlements

Restructuring and Redundancy

Discipline

Employment Relations Authority

Employer News

NZ economy grows driven by households, construction and business investment

The Government's efforts to secure the recovery have been reflected in the robust rebound of GDP figures released today which show the economy remains resilient despite the ongoing impact of the COVID-19 pandemic, Grant Robertson said.

GDP increased 1.6 percent in the first three months of 2021. The Treasury had forecast a modest decline of 0.2 percent in May's Budget and economic commentators using more recent data had forecast a less than 1 percent rise. Internationally, the OECD average was 0.3 percent.

"New Zealanders' confidence in the recovery saw a boost in retail spending on big ticket items, eating out and holiday accommodation, offsetting the COVID-related loss of overseas tourists in what is traditionally a busy time of year for the industry," Grant Robertson said.

"Activity in the construction sector picked up to return to near record levels, while there were solid growth in wholesale trade, business services and manufacturing. Rising business confidence translated into higher investment, with a 15 percent increase in investment on plant, machinery and equipment during the quarter. The higher COVID-19 alert levels during the quarter only had a limited impact on the economy, thanks to the Government's quick response to provide cashflow and confidence.

"Our economic recovery plan has kept people in jobs and supported business while ongoing targeted stimulus investment alongside strong exports of our products is putting money in households' pockets. Quarterly activity in March was greater than it was in the December 2019 quarter."

The economy was 2.4 percent above where it was in the March quarter last year.

"New Zealand continues to outperform the countries we compare ourselves to on this measure," Grant Robertson said.

Australia rose by 1.1 percent, the United States by 0.4 percent, and Canada by 0.3 percent, while Japan declined by 1.5 percent and the United Kingdom by 6.1 percent.

"There is still a lot of uncertainty around how COVID is affecting different parts of the economy. The global economy is recovering but the ongoing impact of COVID-19 means the environment will remain volatile for some time.

To read further, please click the link below.

New Zealand Government [17 June 2021]

Digital hub to boost investment in forestry

A new website has been launched at Fieldays to support the forestry sector find the information it needs to plant, grow and manage trees, and to encourage investment across the wider industry.

Forestry Minister Stuart Nash says the new Canopy website is tailored for farmers, iwi and other forestry interests, to support their recovery from the impacts of the global pandemic and associated economic shocks for the primary sector.

"The new Canopy website is a centralised online channel that aims to be the 'go-to site' for the most up-to-date guidance on forestry, as an investment," said Mr Nash.

"Forestry will be a key part of our climate change response. It also offers huge potential for regional development, Māori economic aspirations, local jobs and training, and diversifying income streams in rural communities.

"The hub was developed by Te Uru Rākau – the NZ Forest Service alongside industry partners. It brings together credible information from leading forestry experts, and shares data and research on growing and managing trees.

"The Canopy site will also be invaluable for investors wanting to make the right decisions about whether land is suitable for planting. Industry partners have shared insights and guidance and the site contains useful tools and support.

"The Forest Service and the industry recognise that many people, businesses, farmers, investors and iwi involved in forestry need to find credible information in an accessible format, in order to make the best decisions for their circumstances.

"Work is already underway to develop the next stage of the website, which will provide specific guidance for Māori landowners, information about regional and national events, training opportunities, and case studies and real-life examples of people and experts.

“Forestry is our third largest primary exporter by value so it’s important we keep driving development of the sector.

To read further, please click the link below.

New Zealand Government [16 June 2021]

Employment indicators: Weekly as at 14 June 2021

The experimental weekly series provides an early indicator of employment and labour market changes in a more timely manner than the monthly employment indicators series.

The weekly employment indicators use the timelier and more detailed payday filing that has been available from Inland Revenue since April 2019. Our experimental series includes number of paid jobs and earnings for three time-lag series that have different coverage of jobs depending on their pay period. The 6-day series includes jobs with a pay period equal to or less than 7 days, while the 20-day series covers jobs with pay periods of 14 days or fewer. The 34-day series includes all jobs regardless of their pay period.

To read further, please click the link below.

Statistics New Zealand [17 June 2021]

Effects of COVID-19 on trade: At 9 June 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.

To read further, please click the link below.

Statistics New Zealand [16 June 2021]

GDP climbs 1.6 percent in March 2021 quarter following December dip

Gross domestic product (GDP) rose by 1.6 percent in the March 2021 quarter, following a 1.0 percent fall in the December 2020 quarter, Stats NZ said today.

"After an easing of economic activity in the December quarter, we’ve seen broad-based growth in the first quarter of 2021. This is despite Auckland being in alert level 3 lockdown for 10 days, and continued border restrictions," national accounts senior manager Paul Pascoe said.

The services industries, which represent about two thirds of New Zealand's economy, made the largest contribution to the result.

"Households spent more on accommodation, eating out, and purchasing big ticket items such as furniture, audio visual equipment, and motor vehicles. This helped support the growth in retail trade and accommodation industry and wholesale trade industry," Mr Pascoe said.

To read further, please click the link below.

Statistics New Zealand [17 June 2021]

Current account deficit widens to $5.0 billion

New Zealand's seasonally adjusted current account deficit widened to $5.0 billion in the March 2021 quarter, Stats NZ said today.

Prior to the March 2021 quarter, the largest deficit reported was $4.3 billion in the June 2008 quarter during the global financial crisis.

The annual current account deficit was $7.2 billion in the year ended March 2021 (2.2 percent of GDP).

To read further, please click the link below.

Statistics New Zealand [16 June 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: Eight Bills

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

Inquiry into Supplementary Order Paper No. 38 on the Health (Flouridation of Drinking Water) Amendment Bill (18 June 2021)

International Treaty Examination of the Council of Europe Convention on Cybercrime (20 June 2021)

Drug and Substance Checking Legislation Bill (No 2) (24 June 2021)

Education and Training Amendment Bill (25 June 2021)

Counter-Terrorism Legislation Bill (25 June 2021)

Maritime Transport (MARPOL Annex VI) Amendment Bill (27 June 2021)

Plant Variety Rights Bill (1 July 2021)

Construction Contracts (Retention Money) Amendment Bill (23 July 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

Advisory Services

Employment Relations & Human Resources Consultants

Max McGowan
+64 27 241 4608
max.mcgowan@ema.co.nz
Auckland

Peter Elder
+64 27 271 1384
peter.elder@ema.co.nz
Auckland

Russell Drake
+64 21 686 621
russell.drake@ema.co.nz
Waikato

Nikki Iuli
+64 27 280 2261
nikki.iuli@ema.co.nz
Bay of Plenty &
South Waikato

Tarrin Terry
+64 27 398 7339
tarrin.terry@ema.co.nz
Bay of Plenty &
South Waikato

Chris Longman
+64 27 403 1788
chris.longman@ema.co.nz
Bay of Plenty

Sarah Selwood
+64 27 474 4954
sarah.selwood@ema.co.nz
Auckland

Murray Broadbelt
+64 27 4300 113
murray.broadbelt@ema.co.nz
Northland

Jason Tuck
+64 21 992 192
jason.tuck@ema.co.nz
Auckland

Bruce Lotter
+64 27 535 1469
bruce.lotter@ema.co.nz
Auckland

Clive Thomson
+64 27 437 2808
clive.thomson@ema.co.nz
Bay of Plenty &
South Waikato

Myriam Heynen
+64 21 920 414
myriam.heynen@ema.co.nz
Auckland

Ash Dixon
+64 21 265 909
ash.dixon@ema.co.nz
Auckland/Northland

Brent Torrens
brent.torrens@ema.co.nz
Auckland

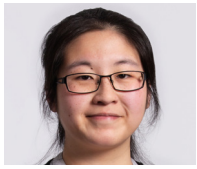
Lisa Oakley
+64 27 573 5483
lisa.oakley@ema.co.nz
Auckland

Legal Team

Matthew Dearing
Managing Solicitor
+64 27 284 4042
matthew.dearing@ema.co.nz

Michael Witt
Senior Solicitor
+64 27 405 3359
michael.witt@ema.co.nz

Beverley Edwards
Senior Solicitor
+64 7 839 6223
beverley.edwards@ema.co.nz



Teresa Li
Solicitor
+64 27 257 4879
teresa.li@ema.co.nz

Kent Duffy
Solicitor
+64 27 569 9307
kent.duffy@ema.co.nz

Ruthi Bommoju
Solicitor
+64 27 551 8565
ruthi.bommoju@ema.co.nz

Julie Hardaker
Special Counsel
+64 21 284 8618
julie.hardaker@ema.co.nz

Health & Safety Consultants

Geoff Brokenshire
+64 21 595 090
geoff.brokenshire@ema.co.nz
Bay of Plenty & Waikato

Brent Sutton
+64 27 590 5442
brent.sutton@ema.co.nz
Auckland

Keith Robinson
+64 27 278 7759
keith.robinson@ema.co.nz
Auckland

AdviceLine

Sean Hanna
AdviceLine Team Manager
0800 300 362

Sandamali Gunawardena
Employer Advisor
0800 300 362

Samantha Butcher
Employer Advisor
0800 300 362

Bethany Shepherd
Employer Advisor
0800 300 362

Waren Thomas
Employer Advisor
0800 300 362

Jess Husband
Employer Advisor
0800 300 362

Drew Prescott
Employer Advisor
0800 300 362

Eric Cook
Employer Advisor
0800 300 362

Take advantage of these services and more with your membership.

Free call our team on

0800 300 362