Employer Bulletin

Our Weekly News Digest for Employers

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In this Issue

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Cases

Employment Relations Authority: Five Cases

Determination of whether a personal grievance was raised within timeframe

Ms MacLeod raised a personal grievance claiming that she was unjustifiably disadvantaged and unjustifiably dismissed by Nga Ringawera Otaraua Limited (Nga Ringawera Otaraua). Nga Ringawera Otaraua denied Ms MacLeod's claim and denied she raised a personal grievance within the permitted 90 days. Nga Ringawera Otaraua did not consent to her raising a personal grievance out of time.

The Employment Relations Act 2000 (the Act) provides that a personal grievance must be raised with the employer within a period of 90 days from the date on which the alleged action leading to a personal grievance occurred, or came to the employee's attention, whichever is the later. The employer may consent to the personal grievance being raised after the expiration of that period. Where the employer does not consent to the grievance being raised after the expiration of the 90 day period, the employee may apply to the Employment Relations Authority (the Authority) for leave to raise their personal grievance out of time. The Authority has the discretion to grant this in certain circumstances. Ms MacLeod had not made such an application to the Authority.

On 17 January 2019 Ms MacLeod met with Mr Simpson, her legal representative, and explained her employment issues to him regarding having been dismissed from her employment. Ms MacLeod claimed he informed her of the need to lodge the personal grievance within 90 days of her employment complaint arising. Ms MacLeod and Mr Simpson decided to post the personal grievance letter on Monday 21 January 2019 at the Waitara Post Office. Mr Simpson said he had advised against hand delivering the letter directly to Nga Ringawera Otaraua, on the grounds that it would be unsafe and unprofessional to do so.

Mr Simpson stated that the letter was never returned to him or to Ms MacLeod advising that the address was incorrect. Therefore, Mr Simpson believed that Nga Ringawera Otaraua had received the letter. Ms Eriwata, Director of Nga Ringawera Otaraua, claimed that Nga Ringawera Otaraua did not receive, by post or any other means, Mr Simpson's letter. Furthermore, that Nga Ringawera Otaraua did not receive any follow-up communication from the Ms MacLeod or Mr Simpson, despite having provided an email address as a means of contact.

Nga Ringawera Otaraua raised two issues with respect to the raising of a personal grievance by Ms MacLeod. Firstly, Nga Ringawera Otaraua claimed it did not receive the letter Mr Simpson sent raising Ms MacLeod's personal grievance within the 90-day period. Secondly, the appropriateness of the information conveyed by the letter and whether it satisfied the requirements of the Act for raising a personal grievance.

Nga Ringawera Otaraua first received correspondence about the employment issue in an email 5 April 2019. The email was from the Ministry of Business, Innovation and Employment regarding the scheduling of mediation which it declined as it had no knowledge of what Ms MacLeod wanted to mediate. Mr Simpson emailed his letter dated 19 January. Nga Ringawera Otaraua denied that it had received either the 19 January 2019 letter or the 28 March 2019 Statement of Problem before receiving Mr Simpson's email. Mr Simpson submitted that Ms MacLeod gave notice of her personal grievance to the Nga Ringawera Otaraua after she was advised on 31 December 2018 that her position had gone.

The Authority accepted that using standard post as a method of delivery was reasonable. There is no requirement for courier or registered mail to be used when raising a personal grievance. The Authority accepted it was reasonable for Mr Simpson to assume his letter had been received by Nga Ringawera Otaraua as it was not returned to him, or to Ms MacLeod. The Directors knew from Ms MacLeod's statement of 5 January 2019 that she was upset over the loss of her employment and the way she had lost it. Regardless of that lost letter, Ms MacLeod had raised a grievance with Nga Ringawera Otaraua in the statement the Directors considered on 5 January 2019. Ms MacLeod did not describe her complaint as a personal grievance, and Nga Ringawera Otaraua may not have recognised it as a personal grievance at the time. The Authority decided this did not matter, that Ms MacLeod had conveyed well enough to Nga Ringawera Otaraua the substance of her complaint.

The Authority held that Ms MacLeod had raised a personal grievance within the statutory timeframe.

MacLeod v Nga Ringawera Otaraua Limited [[2021] NZERA 21; 19/01/2021; T MacKinnon]

Employee held to be unjustifiably dismissed and alleged assault against employer not established

Mr Guest was engaged by Mr Le Roy pursuant to an undated employment agreement in mid-August 2017. The employment agreement stated that Mr Guest's employer was 2016 Tyre Shredding Limited (Tyre Shredding). Mr Guest claimed that he was unjustifiably dismissed and sought compensation, holiday pay and lost wages. Mr Le Roy claimed that Mr Guest was engaged as a contractor by 2016 Tyre Shredding Services Limited, which had now changed its name to Annexure Services Limited. Mr Le Roy said that, even if that were not the case, Mr Guest was justifiably summarily dismissed for assaulting Mr Le Roy at a staff meeting on 28 September 2018.

The issues to be determined by the Employment Relations Authority (the Authority) were whether Mr Guest was an employee or contractor. If he was, the Authority then needed to determine who his employer was and whether he was unjustifiably dismissed. If so, then appropriate remedies needed to be determined, including what holiday pay was due.

Determining whether Mr Guest was an employee or a contractor required an examination of the true nature of the relationship through an assessment of the relevant factors. Firstly, the Authority found that there was no agreed intention to create a contracting relationship. In the employment template Mr Le Roy had downloaded, most references to "*employee*" had simply been changed to "*contractor*". Any intention Mr Le Roy had about the form of the relationship had not been clearly communicated.

Applying the appropriate tests, the Authority found that Mr Guest had no control over when he undertook the work and could not turn work down. Mr Guest portrayed himself as an employee, as did Mr Le Roy, regarding any interactions with customers. Mr Guest received a wage, time and holiday record. The Authority also found no evidence that Mr Guest was in business on his own account. Mr Guest was not GST registered, formed no company, owned no plant or equipment and did not contract with other entities. Mr Guest was paid a fixed weekly amount described as "*wages*". The Authority concluded that Mr Guest was an employee and therefore that it had jurisdiction to determine his personal grievance claims.

It was clear Mr Le Roy was involved in all four of the cited respondent companies and Mr Guest was dismissed solely at his instigation. When it came to Mr Guest's attention that Mr Le Roy was not paying PAYE for him and that Mr Le Roy was using his signature to alter tallies of tyres, he received no adequate explanation. Things came to a head at a staff meeting in late September 2018 when there was a heated argument. Mr Le Roy claimed that Mr Guest had head butted him and broken his nose, but no evidence was led by any witnesses to the incident. Mr Le Roy claimed that his extensive first aid experience simply allowed him to manipulate his nose back into place afterwards. At the time

Mr Guest was sent home but returned to work the following Monday as normal. On 16 October Mr Guest was given a letter indicating his employment with Tyre Shredding was terminated immediately.

Pursuant to the Employment Relations Act 2000 (the Act) the Authority must assess whether an employer's actions were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred. A dismissal must be procedurally fair, with the employer's good faith obligations set out in section 4 of the Act. The Authority found that Mr Le Roy did not put specific concerns or allegations to Mr Guest, conducted no investigation and held no disciplinary meeting. Mr Le Roy did not allow Mr Guest any opportunity to get advice or provide an explanation. These procedural defects were not minor, and Mr Guest was treated in a brutal and short manner.

The Authority found that Mr Guest was unjustifiably dismissed on both substantive and procedural grounds and was entitled to be compensated. As records did not exist or were incomplete, the Authority also found it was more likely than not that Mr Guest was not provided with paid time off for holidays.

While it was not established that Mr Guest had assaulted Mr Le Roy, the Authority found the aggressive or reactive behaviour Mr Guest displayed at the staff meeting was in the lower range of contributory conduct. Remedies were accordingly reduced by 10 per cent. Mr Le Roy was found to be personally liable for $7,082 net lost wages, $6,948.27 gross unpaid holiday pay, and $16,200 compensation without deduction. The parties were encouraged to reach agreement on costs.

Guest v Annexure Services Limited [[2020] NZERA 458; 10/11/2020; D Beck]

Employer penalised for unlawful deductions from final pay

Hanako Massage Therapy Limited (Hanako Massage) operated a massage therapy business. Ms Chantrasee is the sole Director and Shareholder of Hanako. The Labour Inspector applied to the Employment Relations Authority (the Authority) for penalties against Hanako Massage for breaches of the Wages Protection Act 1983 (the Act).

In August 2018, Hanako Massage was the subject of a complaint to the Labour Inspector by two former employees. They complained that Hanako Massage had wrongfully made deductions from their final pay, which they wished to recover. The Labour Inspector undertook an investigation into the complaints. The former employees were interviewed, Hanako Massage was visited and Ms Chantrasee was spoken to. Records were obtained which included the employment agreements and resignation letters from the former employees. The Labour Inspector had the preliminary view that Hanako Massage had breached the Act by making unlawful deductions from the former employees' final holiday pay.

Hanako Massage accepted record keeping breaches but denied other breaches of minimum employment standards. It raised issues such as the expense that it had undertaken in implementing computerised rosters. It had provided the employees with benefits such as accommodation, entertainment and meals, and had spent considerable funds in obtaining visas for the former employees. Mr Chantrasee claimed that the two former employees had failed to give the required notice period in their employment agreements. Furthermore, she had been told by the "*Department of Labour*", the Ministry of Innovation and Employment's service centre, that she was entitled to make deductions from the former employees' final pay. The Labour Inspector concluded that Hanako Massage's actions were in breach of the Act.

The Labour Inspector filed a Statement of Problem in the Employment Relations Authority in August 2019. The Labour Inspector was informed by the former employees that the monies owed had been paid. This determination by the Authority only relates to the penalties for the breaches of the Act.

The Authority noted that this case involved the undermining of employment standards. Furthermore, that there is an imbalance of power in an employment relationship, especially this one as the former employees were young migrants unfamiliar with New Zealand laws. The former employees were recruited by Ms Chantrasee and were reliant on her to obtain employer sponsored temporary work visas. This meant they could only work for Hanako Massage.

Firstly, the Authority noted a breach of section 4 of the Act which requires an employer to pay the entire amount of wages, without deduction, subject to sections 5(1) and (2). Secondly, a breach of section 5 which requires any deduction to be with written request and written consent of the employee. Thirdly, a breach of section 5A which states that an employer cannot make an unreasonable deduction.

The Authority identified two separate breaches which occurred two months apart. The maximum penalty is $20,000 per breach of the Act. While Hanako Massage intentionally breached the Act, it may have been acting under the misapprehension that the wording in the former employees' employment agreements permitted deductions from final pay. However, Ms Chantrasee's behaviour during the Labour Inspector's investigation was misleading and demonstrated an element of intention. During the visit to Hanako Massage, Ms Chantrasee told the Labour Inspector that her name was Tina, that she was a staff member, and that the person in charge was not present.

For more than a year following their resignations, neither former employee was paid monies owed to them by Hanako Massage. The former employees lost the use of the money they were entitled to during a period of vulnerability. Hanako Massage benefitted financially by retaining monies it was not entitled to retain. Hanako Massage accepted responsibility for the breaches at mediation which was held in October 2019 and repaid monies it had unlawfully deducted.

The Labour Inspector submitted that a penalty of $8,000 to $10,00 would be appropriate given the circumstances. The Authority took into account the aggravating and mitigating factors and considered a penalty of $10,000 to be appropriate. Hanako Massage was ordered to pay $10,000 by way of penalty to the Authority for the breaches of the Act. Hanako Massage was ordered to pay costs of $2,225 to the Labour Inspector.

A Labour Inspector of the Ministry of Business Innovation and Employment v Hanako Massage Therapy Limited [[2020] NZERA 526; 18/12/2020; A Fitzgibbon]

Employer interfered with employee's personal life and failed to investigate reason for medical certificate

The applicant worked at GlobalCampers Limited (GlobalCampers) initially as a prisoner on release to a work scheme around April 2019 and then on parole around May 2019. The applicant explained to the Employment Relations Authority (the Authority) that she found obtaining employment difficult and discussed prohibiting the publication of her name. Mr Wollenweber, Director of GlobalCampers, did not oppose the prohibition.

ZNW raised a personal grievance for actions after 15 May 2019. She claimed she was subjected to bullying about her relationship with another employee and disadvantaged as a result. On 3 September 2019 ZNW raised another personal grievance for unjustified disadvantage relating to a meeting where ZNW was prevented from having her legal representative present. ZNW also claimed unjustified dismissal in respect to two written warnings given to her on 6 August 2019. She sought reimbursement for lost wages, compensation, interest and any costs and disbursements.

GlobalCampers did not accept the grievances as alleged. It stated that ZNW raised her own concerns about the relationship and that "*it is surprising*" that she alleged management was intrusive into her personal life. Furthermore, that ZNW requested to be trained in customer service and her subsequent request to step back from her role was also accommodated. GlobalCampers denied that ZNW was demoted and stated that it sought guidance from the Probation Service about the deterioration in ZNW's attendance at work and mood swings. GlobalCampers claimed that the warnings and dismissal were justified. They said ZNW effectively left when she announced she was not returning as she had to resign and go on sick leave.

Around May 2019 ZNW formed a close relationship with another employee who was also a released prisoner. She advised the Probation Service as required on 11 June 2019 and there were no concerns raised at that time about the relationship. ZNW had a meeting with Mr Wollenweber, who allegedly told her she should leave her relationship. Mr Wollenweber showed ZNW an article about the person she was in a relationship with under a different name and his offending. Furthermore, that Mr Wollenweber allegedly told ZNW that she needed a safety plan. The meeting allegedly caused ZNW to doubt her relationship and she allegedly felt under pressure because of the comments about her job and parole hearing. The Authority was satisfied that ZNW felt concerned around job security and that Mr Wollenweber referred to ZNW as "*weak*". The Authority was also satisfied that this article was showed to another employee who then expressed their concerns to ZNW before she met with Mr Wollenweber.

The Authority was not satisfied that ZNW raised concerns with management about her relationship. ZNW raised a grievance in relation to bullying with respect to her relationship on 5 August 2019. It did not appear to have been responded to and she was provided with two written warnings afterwards.

The Authority noted that there is a line between an employer being supportive and caring, and becoming overly involved and concerned with an employee's personal life, even if it is well meant. The Authority found this line was crossed. Continued concerns about the relationship were raised by management and employees in a manner that made ZNW feel uncomfortable, anxious and stressed. There were a series of concerns raised over an extended period with ZNW that impacted her negatively in employment. The Authority noted that a more appropriate way to deal with it would have been to ask if ZNW was okay and to remind her that she could ask for assistance if needed. The manner in which these concerns about ZNW's personal life were raised breached the employer's obligations, including providing a safe working environment for the employee. Furthermore, it breached good faith obligations. The two written warnings were given without any proof or investigation being undertaken. ZNW was unjustifiably disadvantaged in respect of the warnings.

ZNW was not allowed to have her representative of choice at a meeting which caused distress to ZNW, especially as her choice of representative was questioned. The Authority noted that the representative's presence, even by way of telephone, would have assisted to address the inequality of power in the relationship. It would have been in accordance with good faith obligations. The Authority held that refusing to allow ZNW's chosen representative to attend was an unjustified action which caused disadvantage.

ZNW was dismissed regarding concerns about her medical certificate for 20 August 2019. The Authority held that some aspects of the process to dismiss were not fair, and not in a minor way. GlobalCampers maintained that the medical certificate was a dishonest and fraudulent representation. This was not the original allegation ZNW was asked to explain. The medical certificate she supplied was signed by a doctor who concluded that ZNW was unable to attend work. A proper investigation would have included a question about why ZNW was unfit for work. ZNW subsequently sent the General Manager of GlobalCampers a text two days after the medical certificate that she was having a miscarriage. What happened on 20 August 2019 would have to be considered with that text and any explanation about earlier blood tests and suggestion of possible hospitalisation. The Authority held the dismissal to be unjustified.

ZNW was therefore unjustifiably disadvantaged and unjustifiably dismissed from her employment. GlobalCampers was ordered to pay ZNW lost wages in the sum of $6,372, compensation in the sum of $13,500, costs in the sum of $2,250 and a reimbursement fee of $71.56.

ZNW v GlobalCampers Limited [[2020] NZERA 484; 26/11/2020; H Doyle]

Ministry of Business, Innovation and Employment's decision reversed by Employment Relations Authority

Ms Fitzek applied to the Employment Relations Authority (the Authority) to review a decision which the Ministry of Business, Innovation and Employment (MBIE) had made under the Parental Leave and Employment Protection Act 1987 (the Act). MBIE had declined her application for paid parental leave because Ms Fitzek had completed insufficient time working for her then employer to meet the Act's qualifying threshold. Under section 2BA(4), an applicant must have worked for at least an average of ten hours per week for a total of 26 weeks. This needs to be in the 52 weeks preceding the date of confinement.

Ms Fitzek submitted that she would have met the qualifying threshold had her employer not unjustifiably withheld work pursuant to her employment agreement by bringing her employment to an end prematurely. She argued that this amounted to discrimination after she had advised her employer of her pregnancy. The Authority has discretion to either confirm, modify or reverse MBIE's decision pursuant to section 71ZB of the Act.

Ms Fitzek was employed at a restaurant from 10 September 2019 as a Manager pursuant to a permanent employment agreement that guaranteed a minimum of 30 hours per week. Upon disclosing to her employer on 27 January 2020 that she was pregnant, the employer did not offer Ms Fitzek any more hours of work. This was despite Ms Fitzek signaling her ongoing availability for such.

Through her legal counsel, Ms Fitzek raised a personal grievance which led to her employment ending on 26 May 2020. No further hours were worked in the period 27 January to 26 May 2020. In total, Ms Fitzek worked for 20 weeks that met the average weekly hours qualifying requirement. The parties reached a full, final and confidential agreement of the personal grievance issue and Ms Fitzek's child was born on 19 June 2020.

The application for paid parental leave was declined by MBIE on the sole ground of her not meeting the 26 weeks employment threshold. MBIE claimed that in applying discretion, the scope was to consider an *"irregularity"* in a person's application and that being outside the *"weeks worked"* threshold did not qualify.

Counsel for Ms Fitzek, Ms Thomas, argued that Ms Ftizek's employment ended on 26 May 2020. The Authority held that this brought Ms Fitzek within the 26 weeks threshold of being *"in employment".* It was not clear whether MBIE considered applying section 72A of the Act which takes into account periods of authorised leave in determining the average ten hours per week qualifying period. The employer, in not providing hours of work to Ms Fitzek when her employment agreement required it to do so, was agreeing to leave without pay.

Furthermore, the Act allows an MBIE Labour Inspector the broad discretion to consider *"any other circumstances"* that are considered *"not to disrupt the normal pattern of the employee's employment".* Apart from Ms Fitzek having no culpability for her employer's discriminatory conduct, there was an issue of *"extraordinary"* circumstances. This period of time coincided with Covid-19 related restrictions including a lockdown period from 23 March 2020.

The Authority examined the purpose of the Act and how it was enacted to afford protection to women facing discrimination during pregnancy. The Authority held that Ms Fitzek's situation was a case of *"direct discrimination".* She had not demonstrated any fault on her part. Had this matter been before the Authority in the format of a claim of discrimination, a 'but for' test would have been applied. In other words, would the employer have acted as it did in restricting Ms Fiztek's hours if she had not been pregnant. The Authority held that had Ms Fitzek's employer not discriminated against her, it is more likely than not she would have worked an additional six weeks. This would have brought her within the Act's qualifying threshold for paid parental leave.

The Authority determined that it would be consistent with the overall aim and scope of the Act to reverse MBIE's decision and allow Ms Fitzek to receive 16 weeks of paid parental leave.

Fitzek v The Ministry of Business, Innovation and Employment [[2021] NZERA 28; 25/01/2021; D Beck]

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

Good Faith

Contracts for Services

Deductions (Wages Protection)

Parental Leave

Employment Relations Act

Employer News

Resurgence Support Payment welcome for struggling businesses

The quick shift out of COVID-19 Alert Level 3 and the availability of the Resurgence Support Payment will be helpful for Auckland region businesses hit hard by Sunday's rapid move to regional border restrictions, says the EMA.

"Level 2 restrictions still make it hard for the hospitality and events sectors in the Auckland region, but yesterday's move to make the Resurgence Support Payments available to hard-hit businesses after just seven days instead of 14, and including Level 2 restricted periods, will cushion the blow for those businesses that apply," says EMA Chief Executive Brett O'Riley.

"It's also good to see the Government more willing to shift quickly through the alert levels as their confidence in systems has grown. I think many businesses were probably expecting the worst after detection of further community-based cases today, so a move to level two is very welcome for them."

"I'm sure the rest of the country will also be relieved to go back to Alert Level 1 restrictions and many from the Auckland region will now resume travel and business plans. The economic importance of the ability for businesses and residents of the Auckland region to move freely around the rest of the country is one thing that COVID-19 has highlighted for regional New Zealand economies."

Mr O'Riley urged businesses and communities to try and get back to business as usual as quickly as possible.

"A pattern of the restrictions is that city and town pedestrian traffic volumes reduce dramatically during Alert Levels 2, 3 and 4 and then take some time to recover, so there is a lingering commercial impact for businesses that we need to overcome more quickly."

For more information on COVID-19 in relation to business please see the EMA's dedicated site covid19.ema.co.nz, call AdviceLine on 0800 300 362, or the Business Helpline on 0800 500 362.

Employers & Manufacturers Association [17 February 2021]

Greenhouse gas emissions bounce back in September 2020 quarter

New experimental figures show quarterly greenhouse gas (GHG) emissions rebounded in the September 2020 quarter, after a sharp fall in the June 2020 quarter during the COVID-19 national lockdown, Stats NZ said today.

Seasonally adjusted data showed total emissions were down 8.1 percent (1,641 kilotonnes) in the June quarter as most New Zealanders were forced to stay home during lockdown.

Emissions have since rebounded, up 9.1 percent (1,682 kilotonnes) in the September quarter.

"Emissions have returned to a similar level as they were at the start of 2020, before COVID-19 started to cause restrictions on the economy, households, and travel," environmental-economic accounts manager Stephen Oakley said.

"Overall the bounceback in industry and household emissions was seen across the board."

Emissions for all seven industries published in this experimental release were down in the June quarter, but all saw an increase in emissions again in the September quarter (although agriculture, forestry, and fishing remained virtually unchanged).

Emissions from goods-producing industries were flat in the June 2020 quarter, but saw the largest increase in the September 2020 quarter, up 553 kilotonnes (11 percent).

The electricity, gas, water, and waste services group was the main contributor to the rise in goods-producing industries, up 26 percent. A dry quarter reduced hydro inflow and as a result there was stronger reliance on fossil fuels for electricity generation.

Direct emissions from households (which make up 12 percent of total emissions) also rebounded from a drop of 27 percent in the June quarter.

"This rebound saw greenhouse gas emission levels from households in the September quarter almost back to levels seen pre COVID-19," Mr Oakley said.

To read further, please click the link below.

New Zealand Government [17 February 2021]

Household incomes rise but more work needed

Figures released today by Stats NZ show there was strong growth in median household incomes in 2020, before surveying was halted due to COVID-19.

Stats NZ found the median annual household income rose 6.9 percent to $75,024 in the year to June 2020 compared with a year earlier. The survey used to generate these statistics finished in late March 2020 because of the pandemic.

“Increases from wages and salaries (up 4.4 percent) and other government benefits (up 6.3 percent) contributed to the overall increase in incomes,” Grant Robertson said.

Today’s report also showed that average annual housing costs increased 3.8 percent to $17,980 over the same period.

“Our priorities remain on lifting households on low to middle incomes,” Carmel Sepuloni said.

“While the statistics released today are encouraging, we know we have more work to do.

“We have taken steps to support people into employment as well as upskill and train. Initiatives such as Mana in Mahi, He Poutama Rangatahi and the Apprenticeship Boost Initiative are helping move people into employment and off income support”.

 New Zealand Government [16 February 2021]

Productivity lifts before COVID-19 hits

Labour productivity rose 0.6 percent in the year ended March 2020, Stats NZ said today.

“The latest figures showed that for every 100 goods and services a worker could produce per hour in 1996, they now produce 137,” national accounts senior manager Paul Pascoe said.

“A rise in productivity means that we are producing more at the same cost and effort. This can, over time, lead to lower prices for consumers, higher profits for businesses, a lift in wages for workers, and overall a higher material standard of living”.

While the response to slow the spread of the COVID-19 pandemic had a significant impact on the economy in calendar year 2020, most of that was seen after March 2020. As a result, the impact of COVID-19 will mostly be seen in next year’s productivity statistics.

Primary industries had the largest increase in labour productivity during the year, with a rise of 2.4 percent. By contrast, labour productivity in goods-producing industries fell 1.7 percent over the same period.

“Primary industries, including farming, have seen a long-term lift in productivity for decades, with greater improvements in efficiency compared to industries like manufacturing,” Mr Pascoe said.

 New Zealand Government [17 February 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: 7 Bills

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

Crown Pastoral Land Reform Bill (22 February 2021)

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

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

Water Services Bill (2 March 2021)

Budget Policy Statement 2021 (15 March 2021)

Films, Videos, and Publications Classification (Urgent Interim Classification of Publications and Prevention of Online Harm) Amendment Bill (1 April 2021)

Land Transport (Drug Driving) Amendment Bill (16 April 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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