Employer Bulletin

Our Weekly News Digest for Employers

Friday, 19 March 2021

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Cases

Employment Court: One Case

Lawyer-client conversation held to be privileged

The Bank of New Zealand (BNZ) applied for orders in respect of what it claimed to be privileged communications that Ms Bowen referred to in her affidavit dated 31 August 2020. BNZ filed in support of an application for special leave to remove the proceeding from the Employment Relations Authority (the Authority).

Following BNZ's application for orders, Ms Bowen filed an amended affidavit dated 25 September 2020. The amended affidavit had removed reference to the relevant communications. In accordance with the memorandum for counsel for BNZ dated 29 September 2020, it no longer sought an order for those communications to be removed from Ms Bowen's affidavit. Ms Bowen stated that there was no longer a live issue before the Employment Court (the Court) and that no further orders were required or appropriate.

BNZ argued that issues remained before the Court as to whether BNZ had a claim to privilege over the communications of Ms Bowen's affidavit sworn on 31 August 2020. If BNZ had privilege, then the issue was whether that privilege was waived. BNZ also sought an order for the recording of the communications to be destroyed.

In 2017 Ms Bowen brought claims to the Authority that she was unjustifiably dismissed and unjustifiably disadvantaged by BNZ. Her claims were denied by BNZ. In September 2017 Ms Bowen and BNZ took part in a case management conference call, from three separate locations, organised by the Authority. Parties present in the conference call included BNZ's Employee Relations Manager (the Manager), BNZ's lawyer, Mr Bowen, Ms Bowen's representative, and another applicant.

At the end of the case management conference call, the Authority member stated, "*That's all I need*" and then asked both parties if they were "*happy*". The Authority member then said, "*Thanks very much, bye now*" and BNZ's lawyer responded, "*Ok great thank you, bye now*". The Manager and BNZ's lawyer were both under the impression that the call had ended at that point.

However, the line remained open and Ms Bowen could hear the Manager and BNZ's lawyer as they proceeded to communicate. Ms Bowen had been recording the conference call, though she had not advised anyone of that at the time. Ms Bowen continued to record the Manager and BNZ's lawyer's discussion, which touched on advice given by the Manager to colleagues during early stages of the employment relationship.

BNZ was not aware of the existence of the recording or that Ms Bowen had listened to the conversation until Ms Bowen's filed affidavit in support of her application for removal. BNZ asserted that the conversation was intended to be confidential and was conducted for the purpose of BNZ obtaining legal advice from its lawyer. BNZ claimed that the conversation was protected by legal privilege and that it had not taken any steps to waive this privilege.

Ms Bowen used information from the conversation as evidence in an affidavit she filed in the Court. She subsequently removed this information. However, a copy of the original affidavit remained on file at the Court. The Court was satisfied there was still a live justiciable issue to be decided. There was a strong possibility for the communication to have been raised as evidence should it have remained on the Court file.

The Court found that the conversation was privileged as it took place immediately after the case management conference and it touched on topics relating to legal services in ongoing proceedings. The Court found it was clear that there was an intention for the communication to be confidential. The Court held that the disclosure of the conversation was involuntary and a mistake, and therefore there was no waiver to privilege. The lawyer-client privilege is well established and there was no evidence before the Court that justified a departure from the fundamental principle on the grounds of equity and good conscience. The Court held that the privileged conversation was not admissible.

BNZ sought an order for Ms Bowen to destroy any copies in her possession of the conversation. The Court noted that there was no authority cited regarding its ability to make such an order. The Court was not satisfied that it was necessary in the circumstances. BNZ had established the conversation was confidential and privileged and it should be treated as such.

Costs were reserved.

Bowen v Bank of New Zealand [[2021] NZEmpC 6; 04/02/2021; Judge Beck]

Employment Relations Authority: Five Cases

Applicant's claim beyond the jurisdiction of the Employment Relations Authority

Mr Mackinnon was the Owner and Manager of Current Electrical Limited. In 2013, Current Electrical Limited was sold to Current Electrical (2013) Limited (Current Electrical). Mr Mackinnon took a 15 per cent shareholding and was initially a Director of the company. He ended his employment with Current Electrical in August 2018 and claimed that a significant sum of money was owed to him by Current Electrical. The Employment Relations Authority (the Authority) had to decide whether Mr Mackinnon was an employee of Current Electrical and, if so, whether there was an agreement which formed part of his employment agreement to pay him 15 per cent of Current Electrical's profits.

When Mr Mackinnon took the 15 per cent shareholding in Current Electrical, it appeared that he did not receive dividends or Director's fees. A restraint of trade clause in his employment agreement meant he had to commit to remaining with Current Electrical for three years as an employee. The employment agreement he signed in 2013 provided for the rate of remuneration to be negotiated. He was paid an annual salary of $120,000 and given a company vehicle.

There were some financial difficulties for Current Electrical and Mr Mackinnon resigned as a Director in May 2016. A sole Director was appointed, and an independent CEO was hired. Mr Mackinnon made it clear to the new CEO that he had been underpaid for some time in his employment role.

Mr Mackinnon claimed that he attended a Directors' meeting as an employee. However, the Authority found this to be unusual as there were matters discussed which would often not be discussed in front of a non-executive employee. In his Statement of Problem, Mr Mackinnon claimed he agreed to accept a sum of money that would address the shortfall in his wages. This was to be calculated on 15 per cent of Current Electrical's net profits. He claimed that the 15 per cent was not based on his proportion of shareholding but an amount he claimed was fair. Mr Mackinnon claimed that he was asked to become a Current Electrical Director once again and an offer was made with a higher remuneration. Under questioning by the Authority, Mr MacKinnon claimed that despite having this discussion, he did not recall any decision about the payment being an employment payment.

Mr Mackinnon was made a Current Electrical Director again in 2017. Current Electrical's CEO had some discussion with Mr Mackinnon about the payment of 15 percent. However, Mr Mackinnon claimed that he knew Current Electrical did not have enough money to pay the dividend and agreed to wait until Current Electrical had better cashflow before he drew the profits.

The Authority assessed the evidence and was not persuaded that Mr MacKinnon's claim was directly concerned with his employment relationship with Current Electrical. Mr MacKinnon was a Shareholder and sought profit as one. Previously, he had been a Director and was willing to consider resuming his directorship prior to the meeting. The minutes of the meeting suggested that it was a discussion about a Shareholder matter and that it was important to Current Electrical to have Mr Mackinnon back as a Director. Nothing said in the meeting supported the decision about Mr Mackinnon getting a pay rise or being paid more as an employee.

As Mr MacKinnon's claim was not within the Authority's jurisdiction, it was held that the matter could not proceed. The Authority held that costs were unlikely to be applied for but left that possibility open to the parties.

Mackinnon v Current Electrical (2013) Limited [[2021] NZERA 1; 06/01/2021; N Craig]

Shareholder employees unjustifiably disadvantaged in employment entitled to wages and compensation

Mr Parker claimed that he was unjustifiably disadvantaged in respect of the non-payment of salaries by Healthy Originz Limited (Healthy Originz) and also claimed wage arrears. Mr Parker further claimed that he was owed the sum of $10,000 which he was required to provide as an investment loan. Ms Webb, Mr Parker's partner, also claimed arrears of wages and unjustified disadvantage in respect of the non-payment of salaries.

Healthy Originz is a New Zealand based exporter and international distributor of Manuka honey products. Mr Steinle is the sole Director, while Mr Parker and Ms Webb are Shareholders. Mr Parker said he was offered the position of Chief Business Development Officer by Mr Steinle. His individual employment agreement was signed by the parties on 14 August 2019. Ms Webb said she was offered employment as Vice President of Marketing with Healthy Originz by Mr Steinle when she met him in November 2019. Ms Webb was provided with an individual employment agreement, which she signed on 19 December 2019. Both Mr Parker and Ms Webb commenced employment at Healthy Originz on 1 February 2020.

On 10 February 2020, Mr Parker emailed Mr Steinle on behalf of himself and Ms Webb stating that he needed to know what day of the month salaries would be paid. He also said that Mr Steinle needed their KiwiSaver details. Mr Steinle responded the same day that salaries would need to be paid on the first day of each month and asked Mr Parker to forward the necessary information. On 28 February 2020 Mr Parker emailed Mr Steinle advising him that, since the first salary cycle was almost due, it was a priority to have all the arrangements in place. Ms Webb also emailed Mr Steinle on 29 February 2020 asking when the salary payments would be made. On1 March 2020, Mr Steinle responded that his accountant was working on the returns that he intended to use to cover the salaries.

However, Mr Parker and Ms Webb received no salary payments either on 1 March 2020 or thereafter. When Mr Parker queried this, he was told that there was no money in the business account to pay himself or Ms Webb. As a result, Mr Parker and Ms Webb considered their employment with Healthy Originz to be at an end and looked for alternative employment. The two formally resigned from Healthy Originz on 14 May 2020.

In accordance with the Wages Protection Act 1983, an employer is to pay wages when they become payable to a worker without deduction Mr Parker and Ms Webb's claims were supported by documentation substantiating the work they had performed. The Employment Relations Authority (the Authority) determined that Mr Parker and Ms Webb were entitled to payment of wages from 1 February 2020 to 6 March 2020.

Mr Parker and Ms Webb had also raised personal grievances for unjustified disadvantage. The Authority determined that Healthy Originz' failure to pay Mr Parker and Ms Webb in accordance with the terms of their employment agreements resulted in their being unjustifiably disadvantaged in their employment.

Mr Parker's employment agreement set out that, prior to signing the agreement, Mr Parker would be entitled to purchase two company shares at a nominal value. The Authority found that his employment agreement contained no condition upon which his employment was dependent. The agreement stated that Mr Parker was entitled to

purchase the shares, not that purchase was mandatory. Once payment was made, Mr Parker was duly awarded the shares. Both he and Ms Webb currently retained them as noted on the Companies Office Register. The Authority determined that Mr Parker was not owed the sum of $10,000 in respect of an investment loan by Healthy Originz, as claimed.

Healthy Originz was consequently ordered to pay Mr Parker $11,538.46 and Ms Webb $8,653.85 gross for unpaid wages. It was also ordered to pay Mr Parker $923.08 and Ms Webb $692.31 gross as holiday pay, plus 5% interest on the total sum until payment was made in full. Healthy Originz was ordered to pay Mr Parker and Ms Webb the sum of $2,000 each as compensation. Healthy Originz was ordered to pay Mr Parker and Ms Webb the sum of $1,250 towards their legal costs and to reimburse Mr Parker the filing fee of $71.56.

Parker v Healthy Originz Limited [[2021] NZERA 48; 10/02/2021; E Robinson]

Penalties for incorrect wage and holiday payments

A determination issued on 2 November 2020 had set out a number of breaches of employment standards committed by Indian Cuisine NZ Limited (Indian Cuisine) and Premier Brands Limited (Premier Brands). Mr Singh, as the sole Director and sole Shareholder of both companies, and Ms Lata, his wife, in her role processing wage and holiday payments, were involved in these breaches. The parties had agreed a total of $32,638.13 was due to 12 former employees for unpaid wages, which had since been paid. Reserved for determination was the question of what amount should be imposed as penalties for the breaches of employment standards.

The breaches concerned failures to comply with the Minimum Wage Act 1983 and failures to provide alternative holidays and holiday pay due under various provisions of the Holidays Act 2003. There were also failures to provide employment agreements and to keep adequate records, as required under the Employment Relations Act 2000 (the Act). Factors identified in the Act were to be weighed in assessing penalties in the circumstances of each case.

The Labour Inspector proposed the appropriate levels of penalties to impose were $52,500 against Indian Cuisine, $60,000 against Premier Brands, $26,650 against Mr Singh and $7,875 against Ms Lata. The proposed outcome was subject to whatever adjustment was appropriate if the ordered outstanding wages had been paid, which they had. It was also subject to what the respondents could have said in their submissions about their ability to pay any penalties ordered.

The respondents accepted responsibility for the breaches of minimum employment standards but asked that no fines be imposed. They claimed they had "*lost everything*" in the restaurant business they purchased in 2014 and closed in November 2019. Their losses were said to include $335,000 borrowed to buy the business, with the loan secured against the value of their residential home. The money to pay the ordered wage arrears was borrowed from a relative.

A check needed to be made to ensure the level of penalty imposed was proportionate to the seriousness of the breaches, the level of harm done, the amounts unlawfully held from the workers, the parties' ability to pay and the optimum deterrent effect of those penalties. While the Labour Inspector's investigation had established Ms Lata was responsible for calculating and processing wage and holiday payments, the parties agreed she had acted on the instructions and under the supervision of Mr Singh. In this case, the Labour Inspector submitted that the nature of the breaches, rather than the number of employees involved, was relevant. However, a party's ability to pay a penalty does not absolutely dictate whether one is imposed, or its amount.

Premier Brands was ordered to pay a penalty of $30,000 for breaches of employment standards. Indian Cuisine was ordered to pay a penalty of $20,000 for breaches of employment standards. Penalties of $25,000 for Mr Singh and $5,000 for Ms Lata were also imposed for their personal roles in the breaches. Costs were reserved.

A Labour Inspector v Indian Cuisine NZ Limited (in Liquidation) [[2021] NZERA 3; 11/01/2021; R Arthur]

Employer unable to rely on business interruption clause in relation to COVID-19

Mr De Sousa and the applicants were employed by Bayside Fine Food Limited (Bayside) at its Snells Beach café, until they were all terminated on 19 March 2020. The applicants claimed that they were unjustifiably dismissed and disadvantaged. They sought remedies to compensate for their dismissal. Two applicants, Ms Cavanagh and Ms Morrison, also sought wage arrears.

On 18 March 2020 the applicants received a text message asking them to attend a compulsory staff meeting scheduled for the following day. The staff members attended the meeting and were all given dismissal letters. The letters stated that Bayside would be forced to close due to unforeseen circumstances related to the Coronavirus pandemic.

The letter made reference to a business interruption clause in the applicants' employment agreements. The clause provided that, if there were unforeseen events that interrupted business continuity, Bayside could determine reasonably whether the employment relationship would continue, following consultation. Bayside claimed that they had reason to end the applicants' employment because of the pandemic.

In late March 2020 the applicants' representative wrote to Bayside and raised personal grievances for unjustified dismissal on the grounds that there was insufficient justification for their redundancies. The letter set out the difficulty the applicants faced in finding alternative work in the current climate. It also raised their inability to get access to the Government Wage Subsidy as a result of being dismissed. A proposal was put to Bayside to reinstate the applicants to their employment and apply for the wage subsidy. In exchange, the applicants would reduce their hours of work. The applicants also sought a contribution to legal costs incurred and requested mediation.

In April 2020 the Manager of Bayside replied to the personal grievances letter. The Manager's letter emphasised that it was not financially viable for Bayside to remain open, and that this meant that they could not apply for the Government Wage Subsidy. The letter also noted that the Level 4 lockdown following their dismissal was unforeseen and that a two-week notice period was given following termination of employment. The letter indicated that the owners of Bayside had acted in good faith and ensured staff received all their entitlements under their employment agreements. This included payments for the balance of the week commencing 16 March 2020, two weeks payment for transition support and small care packages of food. The Manager's letter did not respond to the request to attend mediation. In May 2020 the applicants lodged a Statement of Problem to the Employment Relations Authority (the Authority), but Bayside did not file a Statement of Reply or engage with the Authority.

The Authority concluded that Bayside had failed to act as a fair and reasonable employer. They noted that the threshold for invoking a business interruption clause is high and that the circumstances did not exist to invoke the clause because the café could have still operated during the time the employees were dismissed. During this period gatherings of up to 100 were permitted. The Authority concluded that the dismissals were substantively and procedurally unfair.

Bayside was ordered to pay $61,0000 in compensation in total for all the applicants. Bayside was also ordered to pay lost wages of $83,817.50 in total for all applicants. Bayside was also ordered to pay $527.07 in total for wage arrears for two of the applicants. Costs were reserved.

De Sousa v Bayside Fine Food Limited [[2021] NZERA 27; 22/01/2021; M Urlich]

Employer changed terms of employment without agreement

Ms Andrew-Bishop claimed that her employer, Elite Hospitality Management Limited (Elite Hospitality Management), unjustifiably disadvantaged her by failing to pay the last week of her contractual notice period. In response, Elite Hospitality Management said it acted justifiably. It relied on a force majeure clause in the employment agreement.

Elite Hospitality Management operates the Picnic Café Rotorua (Picnic Café). Mr Liu is its sole Director and Shareholder. Ms Andrew-Bishop commenced employment at Picnic Café on 25 March 2019. She was a full-time student and consequently worked at Picnic Café on Saturday and Sunday of each week.

Ms Andrew-Bishop's employment agreement set out that Ms Andrew-Bishop was employed in the position of Barista/Front of House on an hourly rate of $17.88 per hour, working two days per week. The notice period was four weeks. The employment agreement also contained a force majeure clause which stated that Ms Andrew-Bishop understood that her job may end without notice if a major event beyond Elite Hospitality Management's control made it impossible for employment to continue. Furthermore, that where practicable, Elite Hospitality Management would consult with Ms Andrew-Bishop before exercising the clause.

On 4 March 2020 Ms Andrew-Bishop provided her resignation in writing to Mr Liu, providing four weeks' notice with her final day of employment to be 1 April 2020. After she had worked the first three weeks of her notice period, Mr Liu informed her that he was unable to provide her with work in the last week. Mr Liu said he may be able to offer her shifts on Wednesday and Thursday instead of her usual Saturday and Sunday. Ms Andrew-Bishop replied by text on 3 April 2020 that she could only work weekends as she was a full-time student and had not agreed to any change. She asked to be paid for Saturday 28 and Sunday 29 March 2019, but Mr Liu replied that he was unable to pay because there was no income due to the lockdown.

The Employment Relations Authority (the Authority) referred to the Employment Relations Act 2000. An employer proposing to make a decision that is likely to have an adverse effect on the continuation of employment is required to provide the employee with sufficient information on the proposal, and an opportunity to comment. In this case Mr Liu proposed to change, without consultation, Ms Andrew-Bishop's agreed days of work and not to pay her for two days. The Authority did not find the financial difficulties Elite Hospitality Management was facing because of COVID-19 removed its obligation to consult and obtain her agreement. The Authority did note the provision in the force majeure clause for the employer to consult where practicable with the employee before exercising it. The Authority did not accept that it was not possible in the circumstances for Elite Hospitality Management to consult with Ms Andrew-Bishop, especially in relation to its intention not to pay her for the last week of the notice period.

Ms Andrew-Bishop did not agree to the proposed change to her terms and conditions of employment. The change was made without her agreement which adversely affected her terms and conditions of employment. The Authority therefore determined that Ms Andrew-Bishop was unjustifiably disadvantaged by Elite Hospitality Management and was entitled to remedies. Additionally, the Authority accepted that Ms Andrew-Bishop experienced distress at the non-payment of her notice period by Elite Hospitality Management and was entitled to compensation.

The Authority ordered that Elite Hospitality Management pay Ms Andrew-Bishop $232.44 gross for unpaid wages and $18.60 gross for holiday pay. The Authority ordered Elite Hospitality Management to pay Ms Andrew-Bishop the sum of $1,500 for humiliation, loss of dignity and injury to feelings. Elite Hospitality Management was ordered to reimburse Ms Andrew-Bishop the filing fee of $71.56.

Andrew-Bishop v Elite Hospitality Management Limited [[2021] NZERA 80; 02/03/2021; E Robinson]

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

Audio Recordings

Individual Employment Agreements

Deductions (Wages Protection)

Employment Relations Act

Frustration

Employer News

Backing the team for the next America's Cup

"Team New Zealand has once again made us all so proud by retaining the America's Cup as New Zealand's cup," Prime Minister Jacinda Ardern said.

"Following a hard year, Team New Zealand provided such optimism and excitement. I know with all the international limitations that COVID created this wasn't the competition they expected, but they've made us so proud," Jacinda Ardern said.

"Innovation, technology, guts and hard work have delivered glory for Emirates Team New Zealand," Minister responsible for the America's Cup Stuart Nash said.

"We want to see it all over again in 2023. Cabinet has agreed to invest in the team from within existing budgets. It would be subject to a number of conditions, including an expectation the Cup will be defended in New Zealand.

"The defence of the Cup offers a global opportunity to promote New Zealand as an innovative and successful nation, with spin-offs in areas like tourism and export deals.

"$136.5 million was set aside in Budget 2018 for Cup-related infrastructure and activities and not all of that funding has been spent. Cabinet has agreed in principle to use that under-spend, should it be required, to keep the successful team together while it plans and regroups for AC37.

"The final details are still subject to negotiations, however it is likely to be a similar sum to that paid after AC35 in Bermuda in 2017, when $5 million went towards the team to help it prepare for AC36 this year," Stuart Nash said.

To read further, please click the link below.

New Zealand Government [17 March 2021]

NZ economy remains resilient in face of COVID impacts

Today's GDP figures show the economy remains resilient and among the best in the world despite the impact of the COVID-19 pandemic, and reinforces the steps the government has taken to support the economy and secure the recovery, Grant Robertson said.

GDP declined 1 percent in the last three months of 2020, following a 13.9 percent jump in the September quarter and 11 percent fall in the quarter before that.

"It is not surprising that these numbers are jumping around. The world is dealing with the ongoing impact of COVID-19 and there will be volatility for some time," Grant Robertson said.

"New Zealand had an extremely strong bounce-back in the September quarter and some of that has evened out in the December quarter."

The economy was 0.9 percent below where it was in the December quarter last year.

"Nevertheless, we outperformed the countries we compare ourselves to on this measure."

Australia dropped by 1.1 percent, United States by 2.4 percent, the United Kingdom by 7.8 percent and Japan by 1.3 percent.

"There is also a lot of volatility within sectors in the economy. For example, on these measures construction declined in the quarter but activity remains at historically high levels," Grant Robertson said.

To read further, please click the link below.

New Zealand Government [18 March 2021]

Whakatane Mill closure terrible news

The EMA says the announcement today that the Whakatane Mill is closing is terrible news for the management team, employees, and the wider community.

"Our thoughts are with everyone in Whakatane today, as this is a decision that everyone was hoping would not be necessary," says Chief Executive Brett O'Riley.

"It's such a shame that no viable option emerged from its consultation process, and that without a buyer the only option has been for the mill to close."

The company will cease production on June 21 with 210 employees being made redundant, followed by the decommissioning of the plant and expected final closure on June 30, 2021.

Mr O'Riley says the EMA supports member businesses throughout the Bay of Plenty and hopes that through its involvement with the successful Rotorua-based ReTrain programme it may be able to help.

"It's very sad to see a business that has been producing paper and packaging products for more than 80 years close because the competitiveness of its products has been eroded," he says.

"If we can do anything at all to help, we will."

To read further, please click the link below.

EMA [16 March 2021]

Focus on South Island tourism and the trans-Tasman bubble

South Island regions hardest hit by the closure of international borders are the focus of a visit by Tourism and Regional Development Minister Stuart Nash over the next two days.

"I have been upfront that mass-scale international tourism is unlikely before 2022, but we are working hard to open a Trans-Tasman bubble as soon as we can in 2021.

"We have never stopped working on the issue of the trans-Tasman bubble. Although we have had community cases here, and there have been community outbreaks in Australia which have slowed things down, the work has never stopped. We remain committed to it.

"We are on-track to vaccinate the majority of Kiwis against COVID19 by the end of this year, after the deal to purchase extra doses of the Pfizer/BioNTech vaccine. Mass vaccination against COVID19 is a crucial step for our tourism industry and wider economy.

"It reinforces our approach from the very beginning of the global pandemic, which was to emphasise a strong health response as the best economic response.

New Zealand Government [17 March 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: 8 Bills

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

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

Inquiry into the 2020 General Election and Referendums (6 April 2021)

Moriori Claims Settlement Bill (7 April 2021)

Land Transport (Drug Driving) Amendment Bill (16 April 2021)

Harmful Digital Communications (Unauthorised Posting of Intimate Visual Recording) Amendment Bill (23 April 2021)

Girl Guides Association (New Zealand Branch) Incorporation Amendment Bill (28 April 2021)

Unit Titles (Strengthening Body Corporate Governance and Other Matters) Amendment Bill (29 April 2021)

Commerce Amendment Bill (30 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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