Employer Bulletin

Our Weekly News Digest for Employers

Thursday, 1 April 2021

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Cases

Employment Relations Authority: Five Cases

Employee not paid wages despite wage subsidy being received by employer

Mr Cousens was employed by Star Nelson Holdings Limited (Star Nelson), as a full-time Driver/Packer from 25 November 2019. He left his position on 7 May 2020 due to a dispute over Star Nelson's failure to pass on to him the government Covid-19 wage subsidy and an alleged attempt to impose a casual employment agreement. Up to this point, Mr Cousens' employment was not the subject of a written employment agreement.

On 20 July 2020, Mr Cousens made an application to the Employment Relations Authority (the Authority) claiming unjustified dismissal and unjustified disadvantage. He sought compensation from Star Nelson for failure to provide an employment agreement, breaches of good faith obligations and a breach of the Wages Protection Act 1983.

Mr Cousens' payslip showed a regular pattern of hours worked from December 2019 to March 2020 of 40 hours plus per week. The payslips also showed "*Casual Holiday Pay*" under taxable allowances. This suggested Star Nelson perceived him as a casual employee but Mr Cousens believed he was a full-time permanent employee. Mr Cousens indicated all was well until the Level 4 Covid-19 lockdown which occurred on 23 March 2020. Mr Cousens was immediately "*stood down*" from work but not paid from this point in time and was unable to get any clear information from the Regional Manager.

Mr Cousens contacted Mr Biggs, a Director of Star Nelson, regarding his concerns of his employment status, who said he would investigate. After not hearing back for a week Mr Cousens contacted Ministry of Social Development. It confirmed that Star Nelson had applied for, and been granted, a wage subsidy describing Mr Cousens as a full-time employee. However, the wage subsidy was not paid to Mr Cousens. During the Level 4 lockdown period, Mr Cousens received no income from Star Nelson and had to rely on emergency funding from WINZ. On 27 April 2020, Mr Cousens returned to work and worked a full week without receiving an adequate explanation as to why he was not paid the wage subsidy.

On 5 May 2020, the Regional Manager provided Mr Cousens with a casual employment agreement backdated to 25 November 2019. Mr Cousens recalled being encouraged to take the employment agreement home to read and bring back the next day, signed. A meeting was held the following day as he refused to sign this agreement.

The Regional Manager suggested he work out the week and then end his employment but Mr Cousens decided to leave his employment then and there. On 8 May 2020 Mr Cousens' advocate emailed Mr Biggs setting out a personal grievance.

The Employment Relations Act 2000 provides no definition of casual employment but useful guidance on determining what is a genuine casual relationship is found in the Employment Court decision set out in *Jinkinson v Oceania Gold (NZ) Ltd*. Relevant factors identified in this case were number of hours worked each week, work allocated by roster, pattern, expectation of employment, requirement of notice before leave and consistent start and finish times. The Authority found that the engagement of Mr Cousens as a casual employee, as evidenced by how his holiday pay was treated, did not accurately describe the real nature of the employment relationship. The Authority determined Mr Cousens was a full-time permanent employee.

The Authority needed to determine whether by requiring that Mr Cousens sign a casual employment agreement before being allowed to continue working brought the employment to an end. Varying an already existing employment relationship and excluding Mr Cousens from the workplace until he signed an employment agreement was not a decision open to a fair and reasonable employer. The Authority found Mr Cousens was unjustifiably dismissed.

Star Nelson failed to communicate adequately with Mr Cousens. It provided no explanation why, having successfully applied for a wage subsidy by portraying Mr Cousens as a full-time employee, it did not continue to pay Mr Cousens for at least 40 hours per week. Inactions of Star Nelson caused Mr Cousens distress and he had therefore made out an unjustified disadvantage claim. Mr Cousens was successful in his personal grievances and was entitled to remedies.

Star Nelson was ordered to pay Mr Cousens $6,138.12 for lost wages, $25,000 for compensation and $3,000 for legal costs. A penalty of $4,000 was also imposed, of which, $2,000 was to be paid to Mr Cousens, and $2,000 to the Crown.

Cousens v Star Nelson Holidays Limited [[2021] NZERA 52; 15/02/2021; D G Beck]

Shareholder employee's claim for wage arrears upheld

Mr Dos Santos, a 50 percent Shareholder of Best Eggs Limited (Best Eggs), worked for Best Eggs as an employee. He alleged he was owed arrears of wages for unpaid hours of work including overtime and holiday pay. Mr Dos Santos also sought reimbursement of expenses he incurred on behalf of Best Eggs.

Mr Greeff, the sole Director and 50 percent Shareholder of the company, and Mr Dos Santos were in a de-facto relationship. When the relationship ended, Best Eggs was sold but the money for the sale was never received. Best Eggs stopped trading at the beginning of December 2019.

Best Eggs claimed that the work Mr Dos Santos performed was consistent with what was required in his employment agreement. However, hours worked over and above the agreed hours were agreed to be treated as *'sweat equity'*. Sweat equity is when owners of a business work without payment in the hope that their efforts will be reflected in the value of their shareholding in due course.

From lodged documents, the Employment Relations Authority (the Authority) concluded that the two Shareholders agreed that Mr Dos Santos would be employed as the General Manager to work 30 hours each week at the rate of $30 per hour. The parties later agreed to increase the hours of work to 40 per week from April 2019. Mr Dos Santos accepted that he and Mr Greeff entered into an arrangement where any additional hours would be banked as sweat equity. The Authority therefore determined that the claim for payment of overtime was unsuccessful.

Mr Dos Santos claimed that he did not receive full payment for all hours worked. He said he was owed monies for annual holidays not taken, plus payment for working on public holidays. The Authority determined that Mr Dos Santos was owed wages amounting to $8,100 gross, being nine weeks at $900 gross per week. To cover the part payments Mr Dos Santos received from September to November 2018, the Authority determined he was owed arrears of wages amounting to $3,600 gross. In total, Mr Dos Santos was owed the sum of $13,500 gross as unpaid wages.

Bank statements provided to the Authority showed that Mr Dos Santos was not paid holiday pay at the end of his employment with Best Eggs. When his employment ended in late 2019, Mr Dos Santos was entitled to payment of about

$7,128 gross under section 131 of the Employment Relations Act 2000. This sum included four weeks of entitled annual leave at $900 per week and eight per cent of $44,100 gross earnings equating to $3,528.

Additionally, Mr Dos Santos was entitled to receive time and a half for time worked on public holidays, together with payment for an alternative holiday. This totalled $1,710 gross for work undertaken on 19 public holidays. For payment of an alternative holiday for each of the public holidays worked, Mr Dos Santos was entitled to 19 days of six hours per day at the rate of $30 per hour, equating to $3,420 gross.

Best Eggs was subsequently ordered to pay Mr Dos Santos a total of $25,758 as arrears of wages and other money payable within 28 days. Mr Dos Santos also claimed for expenses of $350 he said remained unpaid when he left Best Eggs on 21 June 2019. Statements lodged by Mr Dos Santos showed expenses were paid during his employment. On that basis, the Authority accepted expenses were payable and ordered Best Eggs to pay to Mr Dos Santos the sum of $338.24 within 28 days. Costs were reserved.

Dos Santos v Best Eggs Limited [[2021] NZERA 62; 19/02/2021; V Campbell]

Termination on medical grounds deemed to be fair and reasonable

Ms Morton was employed as Store Manager of LynnMall Stevens (Stevens) from 23 October 2018 until her dismissal for medical incapacity on 4 January 2020. Subsequent to Ms Morton's employment ending, Stevens amalgamated with The Farmers' Trading Company (Farmers). For ease of reference in this determination, the Employment Relations Authority referred to the respondent as Stevens, not Farmers.

Ms Morton's dismissal followed a period off work following an injury to her wrist which she sustained during the course of her normal employment duties. Ms Morton claimed the actions of Stevens disadvantaged her in her employment and its decision to dismiss her was unjustified. Stevens did not accept Ms Morton's claims.

On 11 April 2019, during the course of her duties, Ms Morton suffered an injury to her non-dominate hand while lifting a cast iron grill. She expected the injury to resolve itself in time and did not immediately seek treatment. Nevertheless, and appropriately, she reported the injury through the workplace accident reporting system. As the weeks passed, Ms Morton's injury did not improve. She went to her GP who referred her to a physiotherapist. On 5 June 2019 Ms Morton told Stevens' Health and Safety Manager she was receiving treatment for her wrist and the following day emailed him copying in her Manager, Ms Stege.

Ms Morton's treatment progressed from physiotherapy to a referral to an Orthopaedic Surgeon (the Surgeon) who advised that the injury required surgery. On 28 August 2019, before the surgery, the Surgeon administered a steroid injection. Ms Morton took the following week off work to assist the healing process. This was the first time off work Ms Morton had taken in respect to the injury. Unfortunately, the steroid injection resulted in increased pain and reduced mobility. She was then certified unfit to work from 10 September 2019 for a month.

On 20 September 2019 Stevens contacted Ms Morton to set up an Occupational Therapist (OT) to assess her work capacity including her ability to perform light duties. Ms Morton said this request seemed to come out of nowhere and she was unclear where the request for the assessment fitted into her situation. The OT assessed Ms Morton's work capacity at 10 percent of her Store Manager role being the administrative functions. Through this period Ms Morton continued to perform those duties working a few hours per week.

On 7 October 2019 Ms Morton was certified unfit for work until 17 November 2019. During this time, the Surgeon requested ACC to cover the surgery. This was initially declined but was successfully appealed and a surgery was booked for 10 February 2020. On 18 November 2019, another medical certificate was issued to Ms Morton certifying her off work until 12 January 2020. Ms Morton says about this time Stevens' attitude towards her changed.

Stevens wrote to Ms Morton, inviting her to attend a meeting to discuss her medical condition and her situation and Stevens concerns about her ability to return to work in the near future. Stevens and Ms Morton met in two different meetings to discuss Stevens' concerns and to explore alternative options to allow Ms Morton to continue to be employed. This included temporary cover of her position and looking at roles within the Famers Trading Company group who were a

part of the James Pascoe Limited group of companies (Pascoe's Group) like Stevens. On 3 December 2019, the parties met for a third time to discuss matter and for Stevens to confirm the preliminary view to dismiss. By letter dated 4 December 2019 Stevens confirmed its decision to end Ms Morton's employment on notice.

The Authority looked at the process conducted by Stevens. It found that it consulted with Ms Morton regarding its concerns, that it made genuine attempts to try and cover her role in her absence and looked for alternative employment for Ms Morton even looking outside of Stevens and within the wider Pascoe's Group. Ms Morton was given a reasonable opportunity to provide Stevens with up-to-date medical information regarding her treatment and recovery timeline.

Considering all the relevant factors the decision to dismiss at the time it was made, was one a fair and reasonable employer could make in all the circumstances of this employment relationship problem. Therefore, Ms Morton was not disadvantaged or unjustifiably dismissed.

Morton v The Farmers' Trading Company Limited [[2021] NZERA 64; 22/02/2021; M Urlich]

Application for joinder accepted by Employment Relations Authority

Bananaworks Communications Limited (Bananaworks Communications), claimed that Mr Shi and Mr Zhang breached their employment agreements with Bananaworks Communications. Bananaworks Communications also claimed that IM Distribution Limited (IM Distribution) aided and abetted the breaches by Mr Shi and Mr Zhang pursuant to section 134 of the Employment Relations Act 2000 (the Act).

Bananaworks Communications is a marketing communications agency in which Mr Wang is the sole Director. Mr Shi was employed by Bananaworks Communications as an Account Manager and Marketing Consultant. Mr Zhang was employed as a Business Developer. Mr Shi and Mr Zhang had restraint of trade clauses in their employment agreements. In May 2018 Mr Shi and Mr Zhang met IM Distribution principals, Ms Wang and Ms Hu, at a trade show. Ms Wang is the sole Director and Shareholder of IM Distribution, and Ms Hu is a Shareholder.

Between December 2018 and February 2019, Ms Wang and Ms Hu held discussions with Mr Shi and Mr Zhang about the possibility of them joining IM Distribution as Shareholders. In March 2019 Mr Shi and Mr Zhang purchased shares in IM Distribution. Discussions were also held with Ms Wang and Ms Hu about the possibility of Mr Shi and Mr Zhang working for IM Distribution. Mr Wang received written resignations dated 18 February 2019 from Mr Shi and Mr Zhang. On 19 March 2019, Mr Shi and Mr Zhang commenced employment with IM Distribution.

On 23 December 2020, Bananaworks Communications lodged an application which sought to join Ms Wang and Ms Hu as respondents in the matter. The application for joinder was dealt with as a preliminary matter.

Bananaworks Communications argued that Ms Wang and Ms Hu, as agents of IM Distribution were therefore, IM Distribution itself. Furthermore, it claimed that IM Distribution knowingly or recklessly allowed Mr Shi and Mr Zhang to solicit, endeavour to entice away, or discourage clients from remaining as clients of Bananaworks Communications, for the benefit of IM Distribution. Penalties were sought pursuant to section 134 of the Act against IM Distribution. However, Bananaworks Communications argued that any penalties imposed against IM Distribution, which was not trading and may not have any money, would be unlikely to be satisfied, and on that basis the interests of justice required that Ms Shi and Ms Wang should be personally joined to the action.

Ms Wang was the Director of IM Distribution during the relevant period and Ms Hu, although not expressly a Director, was by her own evidence acting in a capacity as Ms Wang's co-Director. It is well-established that whether a person is a Director or not of a limited liability company, that person will nevertheless be liable for his or her actions or inactions if those actions or inactions amount to tortious misconduct. Bananaworks Communications argued that Ms Wang and Ms Hu were "*at least negligent, deliberately obtuse or more likely reckless*".

It was irrelevant whether they were Directors of IM Distribution, but the issue was that as individuals, they were guilty of aiding and abetting within section 134(2) of the Act. They were also agents of IM Distribution which is therefore vicariously liable for their aiding and abetting.

In *Mammoet Shipping BV v Computer*, the High Court listed delay and the strength of the applicant's case as factors to consider. If the Employment Relations Authority (the Authority) were to allow the joinder application, there was a risk for a significant delay in disposing of the matter and an inflation of issues for the Authority to determine. The Authority made no conclusion about Ms Wang Hu and Ms Hu's actions.

The Authority accepted that the application for the joinder had been made at a very late stage in the proceedings and arose principally from the discovery by Bananaworks Communications that IM Distribution was to be struck off the Companies Office Register. The Authority found that Ms Wang was a Director of IM Distribution at the time of the arrangement entered with Mr Shi and Mr Zhang, and that the evidence supported Ms Hu acting as de facto co-Director, or as an agent of IM Distribution. No findings as to liability of any of the respondents in the matter were made.

The Authority determined that Ms Wand and Ms Hu be joined to the action brought by Bananaworks Communications. Costs were reserved pending the conclusion of the substantive matter.

Bananaworks Communications Limited v Shi [[2021] NZERA 75; 26/02/2021; E Robinson]

Disparaging comments deemed to breach settlement agreement

Ms Dickson and Lakeside Dental Practice Limited (Lakeside Dental) signed a record of settlement (the settlement agreement) on 7 June 2019. It was certified by a Mediator that same day. Ms Dickson alleged a breach of the settlement agreement in respect of a document on a Statement in Reply form and a claim lodged by Lakeside Dental in the Disputes Tribunal after the settlement agreement was signed. Lakeside Dental alleged a breach in respect of Ms Dickson's defence to the Disputes Tribunal claim. Ms Dickson and Lakeside Dental sought penalties if a breach could be established. Ms Dickson also sought an order for compliance together with costs.

The Mediator was satisfied that the parties understood the effect of those sections and had affirmed their request that he sign the agreed terms of settlement. The parties understood that the terms of the settlement agreement were final and binding and enforceable by the parties. The terms could not be cancelled under sections 36 to 40 of the Contract and Commercial Law Act 2017 except for enforcement purposes. The settlement agreement had three crucial clauses related to the alleged breaches. These included confidentiality, non- disparagement, full and final settlement of all matters between the parties arising out of their employment relationship.

After entering into the settlement agreement, Lakeside Dental Director, Dr Paul, provided a document on a Statement in Reply form to Ms Dickson's Advocate's organisation. The document was provided by email to the organisation on or about 17 June 2019, some ten or so days after the settlement agreement was signed. The three-page document set out aspects of what had occurred at mediation and some timing about when statements were made.

On receipt of the document, the Advocate emailed a strongly worded letter about the appropriateness of this communication to the representative for Lakeside Dental in which he described amongst other matters the document as a *"intemperate written tirade".* The document was only seen by those who had attended mediation or had obligations of confidentiality. The Employment Relations Authority (the Authority) was not satisfied that the document constituted a breach of the confidentiality clause in the settlement agreement.

The Authority concluded on an objective analysis that some of the content of the document was critical of Ms Dickson and sought to discredit her and was disparaging of her. It was the type of conduct that the parties had agreed was not to occur. The non-disparaging clause was not limited to statements to third parties. If there was a need to communicate further after mediation as there may be from time to time, then that could have occurred without any unnecessary disparaging comments in the usual way. The communication should not have been used for replying to employment relationship problems lodged in the Authority and it found there was a breach of clause 4 of the settlement agreement.

There was also an element of deliberateness about what was said in the document and not be said to be inadvertent. The Authority concluded that there should be a penalty which given the nature of the breaches should be considered globally. The maximum penalty available was $20,000. The penalty reflected the comparatively short and limited duration of any harm.

The Authority concluded an appropriate award for a penalty was the sum of $1,000. The harm suffered as a result, although limited, from the unprovoked document meant it was appropriate that the sum awarded be paid to Ms Dickson as she was entitled to conclude that the settlement would end the matter. Lakeside Dental was also ordered to pay costs of $500 and reimburse the filing fee of $71.56.

Lakeside Dental Ltd v Dickson [[2021] NZERA 16; 18/09/ 2021; H Doyle]

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

Employment Relations Act

Personal Grievances

Full and Final Settlements

Incapacity

Employer News

Easter weekend

Please note that there are two public holidays this weekend:

Good Friday	Friday 2 April 2021
Easter Monday	Monday 5 April 2021

Easter Sunday (Sunday 4 April 2021) is not a public holiday and is therefore treated like any other Sunday in relation to employment. Easter Sunday is however subject to shop trading restrictions.

For more information, please refer to our Easter A-Z guide.

Employers' and Manufacturers' Association

Business could do with a breather

The call for a halt to new business-focused legislation for the next two years is an idea that has merit for a business community desperately in need of a breather, says the EMA.

"Now would be a good time for business to able to take a break instead of contemplating a raft of new business legislation that will only further add to the costs of doing business," says EMA Chief Executive Brett O'Riley.

"Given the year we've had and how close many businesses are to going over the cliff-face, a break from further costs would be a great signal to send to the business community."

On Thursday, the minimum wage rises to $20 per hour, the third in a series of increases that have seen the minimum wage rise more the 25 per cent in the past three years.

The Government has also signalled that it is looking at another three-year cycle of minimum wage increases. Other business-focused legislation on the agenda includes:

- An additional five days' sick leave in 2021

- The 2022 Matariki public holiday at an estimated cost of $400 million to businesses
- Fair Pay Agreements that will create new minimum wage scales across several sectors by the end of 2021
- Easier access to Pay Equity negotiations - creating new minimum wage thresholds across several sectors
- Immigration wage rate changes for skills that create artificially higher minimum wages in critical sectors
- A new Holidays Act by 2023
- Wider obligations from Government for its contractors to pay the Living Wage.

"These policies come on the back of the addition of 10 days domestic violence leave last year and last month's additional four weeks leave for the paid parental leave scheme - all costs for small business owners," said Mr O'Riley.

"We're also fielding a number of calls from members facing 30-40 per cent electricity price increases as they seek to renew their fixed price contracts as gas supply and low lake levels see prices hiking. Members are also facing supply chain cost increases as they try to manage supply chain issues that show little sign of ending before the middle of this year."

Mr O'Riley says major policy changes focused on the Resource Management Act (RMA) and the recent Climate Commission recommendations were adding to the general air of uncertainty.

"Unfortunately, the Climate Commission has not been very transparent in how it calculates the costs for business in many of its recommendations and some of its assumptions around electricity pricing and the electrification of the vehicle fleet border on heroic."

"We've been at the forefront of driving RMA reform and we're now in that phase of designing the new legislation to replace the RMA and you are always wary of what new legislation may add to costs," he says.

"Slowing or halting this raft of legislation would be a very welcome break for business."

Employers' and Manufacturers' Association [29 March 2021]

Employment indicators: February 2021

The Government has extended support to the aviation sector through to the end of October 2021 to help keep New Zealand connected with trade partners and maintain international passenger services, Transport Minister Michael Wood announced today.

Employment indicators provide an early indication of changes in the labour market.

Key facts

Changes in the seasonally adjusted filled jobs for February 2021 (compared with January 2021) were:

- all industries – up 0.0 percent (246 jobs)
- primary industries – down 1.6 percent (1,652 jobs)
- goods-producing industries – up 1.1 percent (4,737 jobs)
- service industries – up 0.2 percent (2,856 jobs)

Filled jobs changes by industry

By industry, the largest changes in the number of filled jobs compared with February 2020 were in:

- health care and social assistance – up 4.8 percent (11,429 jobs)
- construction – up 5.4 percent (9,491 jobs)
- transport, postal and warehousing – down 9.4 percent (8,885 jobs)
- administrative and support services – down 8.1 percent (8,376 jobs)
- accommodation and food services – down 5.4 percent (8,265 jobs)

Filled jobs changes by region

By region, the largest changes in the number of filled jobs compared with February 2020 were in:

- Auckland – down 0.8 percent (6,138 jobs)
- Otago – down 2.7 percent (2,990 jobs)
- Wellington – up 1.2 percent (2,873 jobs)
- Canterbury – down 0.9 percent (2,599 jobs)
- Waikato – up 1.2 percent (2,566 jobs)

Filled jobs changes for men and women

In February 2021, compared with February 2020, the number of filled jobs rose by 0.0 percent (398 jobs) for men and fell by 0.3 percent (2,904) jobs for women.

Filled jobs by age group

By age group, the largest changes in the number of filled jobs compared with February 2020 were in:

- 15–19 years – down 7.5 percent (9,123 jobs)
- 30–34 years – up 3.4 percent (8,723 jobs)
- 20–24 years – down 2.9 percent (6,794 jobs)
- 35–39 years – up 2.7 percent (6,145 jobs)
- 25–29 years – down 2.0 percent (5,508 jobs)

To read further, please click the link below.

Statistics New Zealand [29 March 2021]

Compliance operation uncovers unlawful workers

Immigration New Zealand can confirm that 10 male Chinese nationals have found to be unlawfully in New Zealand during a visit to a construction site in Auckland yesterday.

The men are being held in Police custody while arrangements are made for their deportation to China. They were found to have been unlawfully in New Zealand for periods ranging from 17 months to three years four months.

During the operation, INZ staff have also met with lawful migrant workers and conducted checks to ensure they are being treated fairly by their employers. INZ has also provided education packs to employers to ensure they have all the information they need about their obligations.

Stephen Vaughan, Deputy Head of Immigration, says the operation is about being proactive in preventing migrant exploitation and ensuring businesses follow the rules when using migrant labour.

He says, “The illegal use of migrant labour poses a real risk of migrant exploitation, which is something INZ is keen to combat. It’s also a disadvantage to businesses that follow the rules and are doing the right thing in their use of foreign workers”.

Mr Vaughan also says it is in the best interests of migrants to ensure they observe the rules of their visa status.

Immigration New Zealand [24 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: 11 Bills

11 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)

Contraception, Sterilisation, and Abortion (Safe Areas) 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)

Lawyers and Conveyancers (Employed Lawyers Providing Free Legal Services) Amendment Bill (7 May 2021)

Inquiry into congestion pricing in Auckland (20 May 2021)

Overviews of bills - and advice on how to make a select committee submission - available at:

https://www.parliament.nz/en/pb/sc/make-a-submission/

The Employer Bulletin is a weekly update on employment relations news and recently published legal decisions. It is EMA's policy to summarise cases that contain legal issues relevant to employers. The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations. If you would like to provide feedback about the Employer Bulletin, contact advice@ema.co.nz

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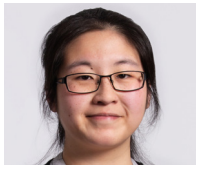

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