Employer Bulletin

Our Weekly News Digest for Employers

Friday, 1 October 2021

In this Issue

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Cases

Employment Relations Authority: Five Cases

Application for interim reinstatement declined

Mr Haraqia was a Senior Client Director for ArchiPro Limited (ArchiPro) employed from 2018. Mr Haraqia claimed he was unjustifiably dismissed and disadvantaged by unjustified actions of ArchiPro and being owed wages. He sought interim reinstatement to his former role. ArchiPro disputed all of his claims. Affidavits were provided from Mr Haraqia, Mr Zeqiri, Chief Executive at ArchiPro, and Ms Paki, General Manager of Growth and Client Services at ArchiPro.

Mr Zeqiri described Mr Haraqia's behaviour as increasingly challenging over the years, which led to disciplinary steps. A review of GPS data late July 2020 showed Mr Haraqia had driven his work car on a number of short trips late at night or in the early hours of the morning. Ms Paki had told Mr Haraqia previously, that the work vehicle should not be used during the night and past 10pm.

On the evening of Wednesday 31 March 2021, Mr Haraqia went out with friends in Ponsonby. ArchiPro later discovered, via GPS, his car was driven from Ponsonby Road to Grey Lynn just before 5am.

On 1 April 2021, Mr Haraqia did not arrive at work at the usual start time and Ms Paki had not heard from him. She messaged him and asked whether he was coming into work however she did not receive a response. Ms Paki was aware that Mr Haraqia had a scheduled client meeting that day and, due to no response, she had rescheduled it. That afternoon Ms Paki learned that Mr Haraqia had attended a team lunch that day in Parnell with some of his team members. He did not speak to her before leaving the office. Also that day, Mr Zeqiri was contacted by a client who raised concerns about a meeting she just had with Mr Haraqia. The client indicated she was agitated after her experience with Mr Haraqia, as the meeting was "*weird*". She claimed that he stormed into the meeting, spoke over and patronised her.

Ms Paki spoke to at least one staff member who was at the team lunch on 1 April 2021. The staff member reported having heard Mr Haraqia tell a colleague that he thought his drink had been spiked the night before. ArchiPro became concerned that Mr Haraqia may not have presented for work at the usual time because he was impaired and potentially may have driven in that state. No drug and alcohol test was undertaken despite this being provided for in the employment agreement. ArchiPro claimed this was due to Mr Haraqia leaving the offices that Friday and a long weekend followed therefore the testing window had passed.

On 8 April 2021, an investigation meeting was held between Ms Paki, Ms Zeqiri and Mr Haraqia. Mr Haraqia provided some explanations for his actions, but ArchiPro did not find them convincing. ArchiPro proceeded with to a disciplinary process and detailed the allegations, along with code of conduct and employment agreement provisions. Mr Haraqia and his lawyer attended a meeting with ArchiPro on 20 April 2021.

On 30 April 2021, ArchiPro wrote to Mr Haraqia and stated it accepted his explanation for not getting to the office on time on 1 April 2021 but concluded that there was a failure to notify Ms Paki of his absence and respond to her messages asking him to clarify his whereabouts. ArchiPro could not substantiate that Mr Haraqia had attended work in an unfit state but concluded that his conduct with the client that day brought ArchiPro into disrepute and Mr Haraqia had disregarded ArchiPro's instruction not to use the company car past 10pm. ArchiPro communicated its decision in a lengthy 6 May 2021 letter. The decision to dismiss was based on the three matters outlined in the 30 April letter. Mr Haraqia was summarily dismissed.

On his departure, Mr Haraqia's company car was described as "*incredibly untidy, mouldy and damp*" along with having a burn mark on a seat. ArchiPro arranged to have it tested. The results came back positive for methamphetamine. Although Mr Haraqia was the usual operator of the company car, there were occasional times when other staff had access to it. Mr Haraqia denied being aware of any drug use in the company car. If Mr Haraqia was reinstated, ArchiPro intended to begin an investigative process with him regarding the methamphetamine result and the state of his company car on return.

The Employment Relations Authority (the Authority) had taken into consideration that this matter would not be substantively heard until a few months into 2022. Whilst this meant Mr Haraqia would have to wait until full consideration of his claim, including if permanent reinstatement occurred, it was also an extended period from which possible negative effects of having Mr Haraqia reinstated back at ArchiPro may have occurred. The Authority found that the balance of convenience favoured ArchiPro.

The Authority concluded that the justice assessment did not favour granting Mr Haraqia's claim and his application for interim reinstatement was declined. Costs were reserved.

Haraqia v Archipro Limited [[2021] NZERA 358; 11/08/2021; N Craig]

More than colourful language by employers needed to prove unjustified dismissal

Mr Higgins was employed by Sloan's Saddlery and Canvas Ltd (Sloan's Saddlery), as a specialist in saddlery, upholstery and canvas repairs for approximately three years. Two years prior to his employment ending, Mr Higgins undertook a motor trimmer apprenticeship at Sloan's Saddlery. This was overseen by the Motor Industry Training Organisation, Mr Sloan, Director of Sloan's Saddlery, and the Factory Foreman of Sloan's Saddlery.

On 13 August 2019, the last day of his apprenticeship, Mr Higgins told the Factory Foreman that he had been offered a position elsewhere. Later that day, Mr Higgins handed Mr Sloan his resignation and informed him his final day would be 10 September 2019. This timeframe, as required by both parties to successfully terminate employment, was exactly four weeks from the notice date.

Mr Sloan admitted he reacted poorly, expressing his disappointment by telling Mr Higgins to "*f- off*". Mr Sloan continued to argue with Mr Higgins, so Mr Higgins collected his tools and left for the day. When Mr Higgins returned the next day, day on August 14, 2019, at his usual start time, the conversation again became heated. Without Mr Sloan's knowledge, Mr Higgins recorded their discussion. On the recording, Mr Sloan asked Mr Higgins why he had come to work as he no longer worked for Sloan's Saddlery. Mr Higgins replied and said, "*I'll work out my four weeks' notice if you want me to*."

Mr Sloan was under the mistaken belief that whether Mr Higgins worked out the notice period required Motor Industry Training Organisation's input due to their involvement with his apprenticeship. Mr Sloan advised that if Mr Higgins decided to stay, there would be little take home pay due to wages previously paid in advance. While waiting for Motor Industry Training Organisation's arrival, Mr Higgins continued working and Mr Sloan advised on several occasions that it was Mr Higgins' choice whether to stay or not. Mr Higgins left Sloan's Saddlery shortly after this. He did not return and commenced his new employment three days later.

At issue for the Employment Relations Authority (the Authority) was whether Mr Higgins was dismissed and whether this occurred on either 13 or 14 August 2019. Mr Higgins needed to establish his claim on the balance of probabilities. Sloan's Saddlery would then need to establish the dismissal was justified. The Authority began by defining dismissal as, "*an unequivocal statement by the employer to the employee that amounts to a sending away*." Relevant to this inquiry, was an examination of what was communicated, and the context in which it was made.

With regard to the events on 13 August, 2019, Mr Higgins first relied on Mr Sloan telling him to "*f- off*" as evidence of his dismissal. Both parties accepted that they were swearing during their conversation. Mr Sloan claimed "*f- off*" was an emotional outburst in the moment caused by his disbelief that Mr Higgins was resigning despite the expectation he would remain after completing his apprenticeship. In addition, Mr Higgins conceded that "*f-off*" was capable of different meanings and commonly used in the workplace, including by Mr Sloan himself. Given the circumstances in which the phrase was used, combined with the regular use of expletives in the workplace, the Authority was unpersuaded this was an unequivocal statement amounting to a dismissal when viewed objectively.

As further evidence, Mr Higgins relied on the fact that he took his tools home and returned the following day to give Mr Sloan a chance to let him work the notice period. However, the Authority considered it more likely that Mr Higgins left to avoid an uncomfortable situation and returned the following day because he lacked clarity as to whether he had been dismissed or not. The evidence supporting this was Mr Higgins arrival at his usual start time.

With regard to the events on 14 August, 2019, Mr Higgins relied on Mr Sloan's statement that Mr Higgins no longer worked at Sloan's Saddlery. However, when viewed in context, the Authority concluded it merely formed part of an exchange of opinions between the parties as to the cause of Mr Higgins' departure the previous day. Mr Sloan was of the view that Mr Higgins had resigned and left whereas Mr Higgins stated he left because he was told to "*f- off*". Mr Higgins next relied on Mr Sloan's comment that Motor Industry Training Organisation was "*bringing me a termination letter today… I don't believe we will be working time off unless the apprenticeship board forces my hand*". In context, the Authority viewed this statement as concerning the apprenticeship, not the employment relationship. Moreover, while Mr Sloan incorrectly believed that Motor Industry Training Organisation had any say on the employment relationship, the employment agreement permitted Sloan's Saddlery to decide against Mr Higgins working out the notice period.

Having considered the exchanges on 13 and 14 August 2019 in their context, the Authority concluded that each party held the view that if the employment relationship was terminated, it was at the behest of the other. On balance, there was insufficient evidence to establish Mr Higgins' claim of unjustified dismissal. Costs were reserved.

Higgins v Sloan's Saddlery and Canvas Ltd [[2021] NZERA 363; 13/08/2021; M Ryan]

Claim for wages arrears following personal grievance claim raised out of time

Ms Addy was employed by The Great Adventure Tourism Company Limited (Great Adventure) as a Hostel Manager. She worked for Great Adventure from 27 October, 2017 until her resignation effective 2 December 20, 2018. In a determination dated 14 October, 2020, the Employment Relations Authority (the Authority) found that Ms Addy had not raised her personal grievances within the statutory timeframe. The claims put forward in this determination were for wage arrears, reimbursement for respite weekends not taken, bonus payments and interest on those sums.

Ms Addy sought payment for unpaid hours worked. She claimed that she was entitled to be paid at least the minimum wage for all hours worked more than her agreed hours. Great Adventure did not dispute that Ms Addy worked hard but argued that there was no agreement, either general or specific, that Ms Addy would be paid for hours worked more than her contracted hours. Great Adventure claimed that it did not know Ms Addy had been working excessive hours as she never made a claim for those hours during her employment.

Ms Addy's agreed contracted hours were set out in her employment agreement. She was required to work 40 hours per week plus rostered on call or afterhours hours. In her evidence to the Authority, Ms Addy claimed that she worked to the roster she was provided. Ms Addy provided evidence to the Authority which demonstrated that she was often rostered to work beyond her contracted hours. In the October to December 2017 roster, Ms Addy was rostered to work 96 hours per week. The Authority was satisfied that Ms Addy worked these hours that Great Adventure knew and required Ms Addy to work the hours as rostered. Ms Addy claimed that she told the owner of Great Adventure about the long working hours

and in response to this, respite weekends were implemented. This evidence was accepted by the Authority and not challenged by Great Adventure.

As part of her claims, Ms Addy sought payment for unpaid bonuses. Ms Addy claimed that when she was offered the role, she was not advised on how the bonus scheme worked. She claimed that she understood that the bonus was readily achievable, that she worked hard for Great Adventure and that she was entitled to a total bonus payment. By February 2018, she had received some of this bonus payment but not all of what she believed she was entitled to. Although Great Adventure did not explain how the bonus scheme operated at the start of her employment, it did explain this to her later in her employment. The Authority was satisfied that when Great Adventure explained the bonus scheme to Ms Addy, she accepted it. In the absence of clear evidence suggesting the bonus scheme had not been correctly applied, the claim could not succeed.

Ms Addy claimed that Great Adventure offered her respite weekends in December 2017 when she raised the issue of working more hours than anticipated. The arrangement meant that Ms Addy would leave the lodge during alternative weekends and claim back the accommodation and mileage. Ms Addy's claimed reimbursement for the respite weekends she could not take due to a high workload. The Authority held that the claim could not succeed. As per the arrangement regarding respite weekends, the parties did not agree how untaken respite weekends would be treated.

In its counterclaim, Great Adventure argued that Ms Addy was liable for costs incurred because of breaches of obligations owed under the parties' employment agreement. However, the Authority held these claims were not made out due to insufficient evidence provided by Great Adventure.

The Authority held that Great Adventure was required to pay Ms Addy wage arrears of $5,922 and holiday pay in the sum of $473.76. Ms Addy's claim for unpaid bonus payments and respite weekends was unsuccessful. Great Adventure's counterclaim was also unsuccessful. Costs were reserved.

Addy v The Great Adventure Tourism Company Limited [[2021] NZERA 353; 10/08/2021; M Urlich]

Employment Relations Authority Member declined employee's recusal application

Ms Kennedy commenced proceedings in the Employment Relations Authority (the Authority) in February 2018. She had numerous claims, including that she was constructively dismissed by the Chief Executive of Oranga Tamariki - Ministry for Children (Oranga Tamariki).

The Authority had not yet been able to investigate Ms Kennedy's substantive claims. An investigation meeting was scheduled to take place in November 2019 but was adjourned following advice from Ms Kennedy's representative that she was not sufficiently well to attend. Since then, there were a number of interlocutory matters which further delayed the hearing of Ms Kennedy's grievances. These included challenges to minutes of the Authority regarding procedural issues, Ms Kennedy's application for removal of the matter to the Employment Court and her challenge to the Authority's declining of that application.

Ms Kennedy then sought the recusal of the Authority Member from the matter. While no formal application for recusal was made, the Authority decided to treat the informal request as an application to be considered before proceeding further. Accordingly, the parties were given the opportunity to make submissions on this matter.

The reasons given by Ms Kennedy for the request included that she had no confidence that the Authority could hold a safe, non-adversarial investigation meeting and that Authority Members have no knowledge of workplace bullying, mental health and health and safety matters.

In Oranga Tamariki's response to the application, it referred to the legal test for recusal, adopted by the Supreme Court of New Zealand in *Saxmere*, as being whether "*a fair-minded lay observer might reasonably apprehend that the judge might not bring an impartial mind to the resolution of the question the judge is required to decide*." Following an analysis of the application of the test to the current matter, Oranga Tamariki argued there were no grounds for the Authority Member to recuse themselves. However, Oranga Tamariki said that it would abide by any determination reached on the matter.

Ms Kennedy's submissions rejected the relevance of the *Saxmere* test because it predated the Health and Safety at Work Act 2015. The Authority said the Supreme Court is New Zealand's highest court and although Ms Kennedy rejected the relevance of *Saxmere*, it is the leading case on judicial bias and recusal. The Health and Safety at Work Act 2015 has no relevance to considerations of recusal.

The Authority dealt briefly with each of Ms Kennedy's reasons for seeking her recusal from the matter. The Authority stated that the claim that was incapable of ensuring a safe, non-adversarial investigation meeting and was at odds with the steps taken to accommodate Ms Kennedy's requirements. The Authority noted that in April 2021 it again offered the parties the opportunity to comment on a proposal for the manner in which Ms Kennedy's health and wellbeing concerns could be accommodated. The Authority invited them to put forward any other proposals, Ms Kennedy did not respond.

Turning to allegations of bias, Ms Kennedy cited three different actions of the Authority Member demonstrating that she exercised bias and predetermined the outcome of her claims. The first of the actions was the issuing of non-publication orders. It related to a minute issued in August 2019 granting interim non-publication orders, until such time as the Authority determined Ms Kennedy's substantive claims. With respect to the interim non-publication orders made, the Employment Court noted that the Authority had rightly, in the Judge's view, found that such orders were warranted.

The second action was alleged to be the Authority Member's refusal to recuse themselves from the matter. The first and only application the Authority was aware of was made, informally and that informal application was the subject of the determination. The third action related to the Authority Member declining Ms Kennedy's application for removal of her matter to the Employment Court. The basis for the dismissal of Ms Kennedy's application was that none of the four grounds for removal under the Employment Relations Act 2000 were met.

Finally, in relation to Ms Kennedy's belief regarding the failure of the employment relations process and of Authority Members, the Authority noted that Authority Members are tasked with hearing and determining employment relationship problems, including matters such as those raised by Ms Kennedy in her personal grievances. The Authority noted that it is well equipped to deal with the matters that come within its jurisdiction.

In conclusion the Authority Member considered there were no grounds for her to recuse herself from the matter and declined to do so.

Kennedy v The Chief Executive of Oranga Tamariki – Ministry of Children [[2021] NZERA 364; 16/08/2021; T MacKinnon]

Funding cuts provided sufficient justification for redundancy

On 11 April 2011, Mr Duff commenced working for Gym Sports New Zealand Incorporated (Gym Sports) as its Finance Manager. On 20 December, 2019, after approximately nine years in the role, Mr Duff was made redundant and his role was restructured into the new part-time position of Financial Operations Manager. Mr Duff claimed that his dismissal was unjustified.

Gym Sports is the national body responsible for the development, promotion, and leadership of gymnastics in New Zealand. In December 2015, Gym Sports was advised by Sport New Zealand (Sport NZ) that it was cutting its grant funding by $1.6 million over the next four years. Sports NZ's cut in funding had a significant impact on Gym Sports which saw the number of its full-time equivalent staff fall from 23 in 2016 to 16 in 2019. In December 2018, Gym Sports was advised of a further funding cut by Sport NZ of an additional $100,000 per year.

In 2019, the issue of how the additional funding cut would be addressed was discussed by Gym Sports' senior management team which was comprised of Mr Compier as Chief Executive, Mr Duff as Finance Manager, Mr Adams as Operations Manager and Ms Halliday as Senior Relationship Manager. In May 2019, Mr Adams resigned as Operations Manager. Although this was unexpected, Mr Duff considered that his departure saved the organisation from paying Mr Adams' salary of at least $90,000 per year.

On 1 November 2019, Mr Compier called Mr Duff into his office for a meeting. During the meeting, Mr Compier gave a PowerPoint presentation entitled "*Proposal for Change*" in which Mr Duff was initially informed that Gym Sports was

considering restructuring the Finance Manager role from a full-time to a part-time position. A feedback meeting was held on 6 November, 2019 where Mr Duff took strong exception to the proposal and challenged Mr Compier's understanding of the Finance Manager role because he had failed to implement a formal review process of Mr Duff's performance. Mr Duff further stated that there was no financial case for his role to be disestablished because Mr Adams had resigned as Operations Manager which saved the organisation from having to pay a salary at senior management level.

In light of Mr Duff's feedback, on 12 November 2019, Mr Compier commissioned Ms Frew, an external consultant and accountant, to assess how much time was required for the Finance Manager role to be performed. Ms Frew worked alongside Mr Duff to assess and understand the quantum of his role. On 18 November, 2019, after two days of assessing, a report was finalised. The report concluded that the Finance Manager role required no more than 30 hours per week to perform. Mr Duff did not dispute Ms Frew's findings.

On 20 November 2019, Mr Compier had a meeting with Mr Duff to advise him of the outcome of Ms Frew's report and that, as a result, the decision had been made to disestablish his role. A letter outlining the decision was sent to Mr Duff the following day. The letter advised that Mr Duff was invited to be considered for the newly created role of Financial Operations Manager. This was a part-time position that amalgamated the roles of the Finance Manager and Operations Manager. Mr Duff subsequently applied for the new role of Financial Operations Manager. However, his job interview was unsuccessful because he had not demonstrated that he had the right skill set for the new role.

On 22 January 2020, Mr Duff raised a personal grievance for unjustified dismissal. Mr Duff's claim for dismissal was that Gym Sports did not have a genuine business reason to disestablish the Finance Manager role due to the resignation of Mr Adams because it would not need to pay Mr Adam's $90,000 salary.

The Authority however, favoured Mr Compier's evidence that even after Mr Adam's resignation as Operations Manager, there were still several items in the budget that needed attention. Furthermore, at the time of restructuring Mr Duff's position, Gym Sports had a genuine cash flow crisis on its hands that required further costs savings to be made. Therefore, the decision to disestablish Mr Duff's position was what a fair and reasonable employer could have done in the circumstances. The Authority held that Mr Duff was not unjustifiably dismissed, and his claim was dismissed. Costs were reserved.

Duff v Gym Sports New Zealand Incorporated trading as Gymnastics New Zealand [[2021] NZERA 362; 13/08/2021; P Fuiava]

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

Personal Grievances

Termination of Employment

Employment Relations Authority

Employment Relations Act 2000

Restructuring and Redundancy

Employer News

One-off residence pathway provides certainty to migrants and business

- One-off resident visa for up to 165,000 migrants provides certainty for New Zealand businesses so they can plan into the future

- Visa creates residence pathway for over 5,000 health and aged care workers, around 9,000 primary industry workers, and more than 800 teachers
- Streamlined application process requiring health, police and security criteria to be met
- Majority of applications to be granted within a year of the category opening

The Minister of Immigration, Kris Faafoi, has announced the 2021 Resident Visa, a one-off, simplified pathway to residence for around 165,000 migrants currently in New Zealand.

“We are providing a way forward for our migrant families who have been long disrupted by COVID-19, while ensuring businesses have the certainty they need to plan into the future and continue driving the economic recovery,” Kris Faafoi said.

“The changes give migrants certainty about their future here, allowing them to continue putting down roots, and will help reunite many families who were separated by the border restrictions that prevent COVID-19 entering the community.

“We acknowledge the uncertainty and difficulties COVID-19 and our closed borders have caused our migrant community. We have been carefully working through this residence option to offer certainty they need to truly make New Zealand their home.

“The 2021 Resident Visa will also help us attract and retain the skills that our businesses need to help relieve labour pressures caused by COVID-19.

“This is something employers have asked for and we are delivering. Employers will now have the opportunity to retain their settled and skilled migrant workers, reflecting the critical part they play in our economy, essential workforce and communities.

“Immigration New Zealand estimate the eligible visa holders will include over 5,000 health and aged care workers, around 9,000 primary industry workers, and more than 800 teachers. There are also around 15,000 construction and 12,000 manufacturing workers on relevant visa types, some of whom will be eligible for the one-off pathway.

“These people have all played an important role in keeping our country moving over the last 18 months,” Kris Faafoi said.

The 2021 Resident Visa will be available to most work-related visa holders, including Essential Skills, Work to Residence, and Post Study Work visas and their immediate family members.

To read further, please click the link below.


New Zealand Government [30 September 2021]

One-way quarantine free travel dates confirmed for RSE scheme

- From 4 October RSE workers from Vanuatu can begin arriving into New Zealand
- From 12 October RSE workers Samoa and Tonga from can begin arriving into New Zealand

As part of a programme of work to reopen our borders and reconnect with the world, the Government has announced quarantine free commencement dates for Recognised Seasonal Employer (RSE) workers from Vanuatu, Samoa and Tonga, Agriculture Minister Damien O’Connor said.

“We’re pleased to announce that RSE workers from Vanuatu can begin arriving into New Zealand from 4 October, with Samoan and Tongan workers arriving from 12 October,” Damien O’Connor said.

To read further, please click the link below.


New Zealand Government [27 September 2021]

Tenancy measures introduced to further support COVID-19 impacted businesses and tenants

The Government has introduced changes to help ease the impacts of COVID-19 restrictions on both commercial and residential tenancies.

As part of the COVID-19 Response Legislation Bill introduced to Parliament, measures are being taken to help businesses resolve disputes over commercial rent, as well as provide greater certainty for landlords and tenants by protecting residential tenancies from being terminated during COVID-19 Alert Level 4.

“With regards to commercial rental situations, we have heard the concerns from business operators unable to meet full rental costs while their incomes have been hit by COVID restrictions needed to contain the spread of the virus,” Justice Minister Kris Faafoi said.

“Therefore an amendment to the Property Law Act is proposed to insert a clause into commercial leases requiring a ‘fair proportion’ of rent to be paid where a tenant has been unable to fully conduct their business in their premises due to the COVID-19 restrictions.

“Landlord and tenant would need to agree on the amount of rent that is fair. They could also agree that the clause does not apply,” Kris Faafoi said.

Arbitration will be required where landlords and tenants are unable to come to agreement about a fair rent proportion, unless they agree to an alternative dispute resolution process such as mediation.

Once the law is passed, the implied clause would take effect from today, 28 September 2021.

To read further, please click the link below.

New Zealand Government [28 September 2021]

Govt strengthens New Zealand’s COVID-19 response

- Tougher infringement regime for Order breaches
- Introduces minimum standards for testing providers
- Changes to ensure smoother invoicing and fees system

The Government is making a number of legislative changes to further strengthen New Zealand’s response to COVID-19.

“As we look towards a phased reopening of the borders and to reconnect with the world, we have to ensure we have a strong legislative base to help us respond when we do get cases in New Zealand,” COVID-19 Response Minister Chris Hipkins said.

“This includes ensuring the testing network is well set up for continued high numbers of testing, any future surge or need for further capacity, and that we have security of testing materials even if there was to be a global shortage.
“We are introducing a tougher penalty system for breaches of COVID-19 Orders that would put others at greater risk from COVID-19, which will include a scale depending on the severity of the breach.

“And we are ensuring the right people have the right powers to act, so the system can be more agile in responding to an outbreak.

To read further, please click the link below.

New Zealand Government [29 September 2021]

Employment indicators: August 2021

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

To read further, please click the link below.

Statistics New Zealand [28 September 2021]

Effects of COVID-19 on trade: At 22 September 2021 (provisional)

Effects of COVID-19 on trade is a weekly update on New Zealand's daily goods trade with the world. Comparing the values with previous years shows the potential impacts of COVID-19.

To read further, please click the link below.

Statistics New Zealand [29 September 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: Six Bills

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

Inquiry into illegal, unregulated, and unreported fishing (1 October 2021)

Hazardous Substances and New Organisms (Hazardous Substances Assessments) Amendment Bill (3 October 2021)

Land Transport (Clean Vehicles) Amendment Bill (4 November 2021)

Taxation (Annual Rates For 2021-22, GST, and Remedial Matters) Bill (9 November 2021)

Human Rights (Disability Assist Dogs Non-Discrimination) Amendment Bill (10 November 2021)

Local Government (Pecuniary Interests Register) Amendment Bill (23 November 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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