

# Our Weekly News Digest for Employers

Friday, 20 August 2021



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## Cases

### Employment Relations Authority: Six Cases

#### Employer was able to keep wage subsidy following termination of employee

On 6 November 2019, Ms McConchie signed an individual employment agreement with Parkers Beverage Company Limited (Parkers Beverage) which included a 90-day trial period. On 28 January 2020, Ms McConchie commenced work as a Sales Representative with Parkers Beverage. Ms McConchie claimed that she was unjustifiably disadvantaged when her employer failed to pass on the COVID-19 wage subsidy (the wage subsidy) it received on her behalf. Ms McConchie also made a claim of fraud against Parkers Beverage.

On 17 March 2020, Ms McConchie was informed by Parkers Beverage that the COVID-19 pandemic situation was causing it to consider a restructure. She was invited to provide submissions or options that would assist in building a case to justify why her position should be retained. Ms McConchie suggested that she would either work on commission until the lockdown had finished or that she work without pay until the wage subsidy had finished. Parkers Beverage applied for the wage subsidy for all staff on 17 March 2020 as it expected at that time that there would be a significant decline in business of more than 30 per cent.

On 23 March 2020, New Zealand was at alert level 3 and was about to go into alert level 4 when Ms McConchie received a phone call from Mr Speedy, Director of Parkers Beverage. Mr Speedy advised Ms McConchie that her employment, and that of one other employee, was being terminated. Ms McConchie claimed that she was disadvantaged by Parkers Beverage by claiming the wage subsidy on her behalf and not passing it on. Submissions made on behalf of Ms McConchie suggested that by applying and receiving the wage subsidy, Parkers Beverage had reversed its decision to terminate her employment.

Parkers Beverage claimed it could not see an end to the effect of COVID-19 and had the view that it was going to have a long-term impact on the business, and certainly an impact that would last longer than the 12-week wage subsidy. On 23 March 2020, Parkers Beverage had already applied for the wage subsidy payment for Ms McConchie, before choosing to terminate her on notice. Parkers Beverage made enquiries with the Ministry of Social Development (MSD) about what to do with the wage subsidy for Ms McConchie and the other employee.

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Mr Speedy's affidavit stated that the advice he received from MSD was to use the money for other staff, which Parkers Beverage then followed that advice. On 23 March 2020, Ms McConchie's employment was terminated in accordance with the trial period provision in the employment agreement.

Ms McConchie claimed she struggled to find employment during lockdown and was unable to obtain an unemployment benefit because she was recorded by MSD as being employed by Parkers Beverage and receiving the wage subsidy. Ms McConchie said she experienced financial hardship and had to make an early withdrawal from her KiwiSaver, also borrowing money from family to cover basic living costs.

A claim of unjustified disadvantage requires that the employee's employment was affected to the employee's disadvantage by unjustifiable actions of the employer during the employee's employment. In this case, the disadvantage claim related to Parkers Beverage not reversing the 90-day trial period termination decision and not passing on the wage subsidy. Ms McConchie's counsel accepted that there was a valid dismissal under the trial period provision.

The Employment Relations Authority (the Authority) stated that by accepting this, there was an assumption that the employment relationship had ended and that the actions of Parkers Beverage were justified. The Authority stated a personal grievance based on disadvantage could not succeed in Ms McConchie's case as the employment relationship had ended at the time the claimed disadvantage occurred.

Furthermore, the Authority held that by applying for and/or receiving the wage subsidy, Parkers Beverage did not intentionally or by implication reverse its decision to terminate Ms McConchie's employment and that it had complied with its limited good faith obligations in the context of a 90 day trial period termination. Costs were reserved.

Authors Note: The employer in this case applied for the wage subsidy when the declaration stated employers had to do their best to retain their employees. At 4pm on 27 March 2020, the declaration was changed and required employers to retain their employees throughout the wage subsidy period.

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*McConchie v Parkers Beverage Company Limited* [[2021] NZERA 287; 06/07/2021; S Kennedy]

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### Breaches to employment forced employee to resign

Ms Armstrong worked for BB ICY Limited (BB ICY) as a Store Manager from 7 July 2019 until 17 August 2019 when she resigned. Ms Armstrong claimed that she had no other choice but to resign following a series of actions taken by BB ICY which she claimed breached the terms of her employment.

Ms Armstrong claimed there were difficulties with her employment from the start. She claimed she was owed her first payment of wages on 10 July 2019, however did not receive this until 16 July 2019. The wages were also paid at a lower rate than stipulated in her employment agreement. This allegedly happened again in the following pay cycle. Ms Armstrong raised this issue with management who claimed they would fix it, but did not state when this would occur. Another issue raised by Ms Armstrong was that she claimed that she was often unable to take breaks. In some cases, she claimed that she worked an entire shift alone and was told to take her break when it was quiet but she was not allowed to leave the store.

On 7 August 2019, Ms Armstrong experienced an event which required medical attention. She made arrangements to attend a medical appointment at 5.30pm that evening and communicated to her manager that she would have to leave work early in order to make her appointment. The Manager messaged Ms Armstrong insisting that she work until 5.30pm as the business could be fined for closing early. Mr Xi, the Director of BB ICY, called Ms Armstrong and criticised her for leaving early and not obtaining cover. Ms Armstrong claimed that the questioning by Mr Xi made her feel like she had no choice but to provide details of the medical issue.

On 14 August 2019, BB ICY sent Ms Armstrong an email issuing her with a first written warning in relation to performance issues. Many of the issues that BB ICY raised in the email had not been previously raised with Ms Armstrong prior to her receiving the email. Furthermore, the issues raised in the email were those she believed had been resolved as there was no mention that the concerns were being considered for disciplinary action.

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The Employment Relations Authority (the Authority) concluded that the overall effect of BB ICY's ongoing breaches had a corrosive effect on the employment relationship with Ms Armstrong. BB ICY had failed to address her concerns regarding rest and meal breaks and had acted unreasonably in respect of the medical incident and the issuing of the first written warning. Furthermore, the failure to pay her wages on time and at the correct rate meant that Ms Armstrong's hourly rate was marginally above the then minimum wage. Her financial stability was dependent on her wages being paid on time.

The Authority held that it was reasonably foreseeable that Ms Armstrong would resign as a result of the breaches and her claim for constructive dismissal was upheld. Ms Armstrong was awarded compensation of \$12,000 for the hurt and humiliation she suffered, \$475 in lost wages and \$2,321.56 in costs.

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*Armstrong v BB ICY Limited* [[2021] NZERA 276; 28/06/2021; M Ryan]

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### Failure to make agreed payment disadvantaged employee

Mr Zhao was employed by Pavlovich Coachlines Limited (Pavlovich Coachlines) as a Bus Driver from 8 July 2019 until his resignation on 12 January 2020. He claimed that an incident on 11 December 2019, where he was verbally abused by a passenger, who also damaged his property, was not appropriately or fairly dealt with by Pavlovich Coachlines. Mr Zhao claimed Pavlovich Coachlines' actions unjustifiably disadvantaged him in his employment and resulted in his constructive dismissal.

In relation to Mr Zhao's constructive dismissal claim. Pavlovich Coachlines claimed that during the investigation of the incident, Mr Zhao overreacted and acted rashly in resigning before the process was complete. Pavlovich Coachlines claimed that it did not wish Mr Zhao to resign and tried to meet with him to discuss the outstanding issues after receiving his resignation.

Before Mr Zhao left for the day on 11 December 2020, Mr Murthy, his Team Leader, performed a well-being check as Mr Zhao said he was incapable of working his shift the next day. Mr Zhao said he needed to rest but did not want to use his own leave. That evening, the Mr Murthy called Mr Zhao to see how he was feeling and told him he could take stress leave the following day. Mr Zhao did not attend work on 12 December 2020. Following this day off, Mr Zhao returned to work and resumed his usual duties.

On 18 December 2020, payment for the day's stress leave was not included in Mr Zhao's wages. Mr Zhao subsequently followed this up with Mr Murthy. The Employment Relations Authority (the Authority) held this was a failure on Pavlovich Coachlines' part not to pay it in the pay cycle it was due and that it was stressful and unpleasant for Mr Zhao to have to follow this up. The Authority found Mr Zhao did not contribute to the situation when he sought to enforce the day's stress leave.

It was clear to the Authority that Mr Zhao found the incident on 11 December 2019 as well as the subsequent mismanagement of the agreed day of leave very stressful and difficult. Mr Zhao established a personal grievance for unjustified disadvantage however, the Authority found that Pavlovich Coachlines had not caused Mr Zhao's resignation. Pavlovich Coachlines was obligated to investigate the events of 11 December 2019 and such an investigation was what a fair and reasonable employer could have been expected to do given the health and safety concerns.

Mr Zhao's claim that he was unjustifiably constructively dismissed was dismissed. The Authority awarded Mr Zhao \$3,000 in relation to the compensation for hurt and humiliation for Pavlovich Coachlines' failure to pay the stress leave in the pay cycle it was due. Pavlovich Coachlines was also ordered to reimburse Mr Zhao for the filing fee of his application. Costs were reserved.

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*Zhao v Pavlovich Coachlines Limited* [[2021] NZERA 266; 21/06/2021; M Urlich]

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### Penalties for breach of minimum employment standards

Highly Flammable Limited (Highly Flammable) operates a creative entertainment business, supplying performers for events at multiple locations throughout New Zealand. Most, but not all of Highly Flammable's performers, are employed

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on a casual basis. A Labour Inspector commenced an investigation into Highly Flammable's employment practices as the Labour Inspectorate had received a complaint alleging, amongst other things, that six Highly Flammable employees had not been paid for each hour worked but instead, were paid in a lump sum for their performances.

The Labour Inspector completed a report on this issue and concluded that Highly Flammable had breached various provisions under the Employment Relations Act 2000 (the Employment Relations Act), the Holidays Act 2003, the Minimum Wages Act 1983, and the Wages Protection Act 1983. Highly Flammable responded to the report by admitting that it had breached a range of statutory employment standards. The parties reached a settlement in respect of all claims.

The Labour Inspector sought \$70,000 in penalties from Highly Flammable in connection with the identified breaches. The subject matter of this determination was whether the penalties should be imposed against Highly Flammable and if so, what sum should be ordered.

The parties agreed there were 33 identifiable statutory breaches of legislation. These breaches included failure to provide compliant employment agreements, failure to keep complainant wage and time records and failure to pay minimum wages. Each of the relevant breaches of legislation allow for penalties to be imposed with the maximum penalty for a single breach by a company being \$20,000.

Following an approach adopted by the Employment Court, the Employment Relations Authority (the Authority) grouped the various breaches together and outlined seven breaches for which corresponding penalties may be imposed.

In assessing whether penalties should be imposed against Highly Flammable and the quantum of any order, the Authority considered the different requirements of the Employment Relations Act. This included assessing its object, the nature, and extent of the breaches, the nature and extent of any loss or damage, steps taken to mitigate effects of the breach, circumstances of the breach and any vulnerability and previous conduct.

In relation to the nature and extent of loss or damage suffered by the workers, the failure to pay minimum wages for all hours worked deprived each affected employee of the income they were entitled to receive at the time they were due. In addition to this, the failure to ensure leave entitlements were paid correctly disadvantaged the employees. The Authority was not persuaded by the argument that the employees could objectively be regarded as vulnerable, and Highly Flammable had no previous history of similar conduct. The Authority stated there was insufficient evidence to reasonably conclude Highly Flammable intended to breach its statutory obligations. At the same time, the Authority could not class Highly Flammable's failings as accidental.

Following the Authority's assessment to consider the steps Highly Flammable took in mitigation, the Authority imposed a penalty of \$20,000 to reflect its failure to comply with minimum employment standards. Further reduction was not warranted. Highly Flammable Ltd was ordered to pay penalties of \$20,000 to the Labour Inspector with the sum paid into the Crown Bank account.

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*A Labour Inspector v Highly Flammable Limited* [[2021] NZERA 250; 11/06/2021; M Ryan]

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## Authority deemed employer as a company, not an individual

Mr Loudeac claimed his employment with Mr David was terminated following a demand by Mr David on 13 December 2018, that he return an employment agreement he had been given. Mr David advised Mr Loudeac that failure to do so by the allocated date meant his employment would be terminated. At the time, Mr Loudeac was unwell and immediately notified Mr David of this. A few minutes later, Mr David advised Mr Loudeac via text message that he was no longer required.

Mr Loudeac claimed that on 17 December 2018, he received an email which attached a letter of dismissal dated 12 December 2019, confirming his dismissal and reliance on the 90-day trial period. Mr Loudeac argued that his dismissal was unjustified, and he was further disadvantaged in his employment by the actions of Mr David. Mr Loudeac claimed wage arrears, holiday pay, lost wages, KiwiSaver contributions and an order for amounts owing from a share of profits agreement. Furthermore, he sought compensation for hurt and humiliation, restitution damages and reimbursement for personal expenditure on his employer's behalf, plus interest.

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Mr David denied he was in an employment relationship with Mr Loudeac. He claimed that Mr Loudeac's employer was David's 2018 Holdings Limited (David's 2018 Holdings), of which he was the Director. In May 2018 Mr Loudeac and Mr David first discussed going into partnership at a new restaurant called Eat. Mr Loudeac was to be paid a salary plus a profit share of 30 per cent. Mr Loudeac said that in their discussions there was never any mention of a business called "*David's Holding Limited*". Mr Loudeac claimed that as far as he was aware he was working for, and with, Mr David, the chief investor.

Mr Loudeac received a draft partnership agreement on 7 December 2018. Mr Loudeac claimed the draft partnership agreement did not accurately reflect what the parties had agreed to. The relationship deteriorated and on 11 December 2018, Mr David advised Mr Loudeac that he no longer wished to enter into the partnership. Mr Loudeac was given an employment agreement between himself and David's 2018 Holdings however, due to his concerns with the business arrangement, Mr Loudeac did not sign the employment agreement.

Mr David acknowledged he was the Director of David's 2018 Holdings Limited, but said he had never personally employed Mr Loudeac. Mr David stated that he felt that Mr Loudeac had been uninterested in making the arrangement work and unwilling to agree to either the partnership or employment agreement.

The Employment Relations Authority (the Authority) noted that the termination of Mr Loudeac's employment through texts and email could never satisfy the test of justification under the Employment Relations Act 2000. It was clear to the Authority that David's 2018 Holdings was Mr Loudeac's employer even though Mr David was directly involved in the dismissal. The employment agreement showed that the employer was David's 2018 Holdings. Furthermore, when Mr Loudeac required evidence of income for his bank, Mr David gave him a letter which confirmed David's 2018 Holdings had employed Mr Loudeac since 17 September 2018.

The Authority noted that if Mr Loudeac had brought his proceedings against David's 2018 Holdings rather than Mr David personally, his employer would not have been able to defend Mr Loudeac's claims. David's 2018 Holdings would have faced a significant award against it and any liability of Mr David would have needed to be through David's 2018 Holdings. Costs were reserved.

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*Loudeac v David* [[2021] NZERA 282; 02/07/2021; G O'Sullivan]

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### Application to hear out of time matter declined by the Employment Relations Authority

Mr Leon worked for New Zealand Police - Nga Pirihimana o Aotearoa (the Police) as a Probationary Constable in Christchurch from 16 March 2019, until 1 May 2019. Mr Leon claimed that the Police acted in a manner that disadvantaged him and led to his constructive dismissal when he resigned on 15 April 2019. Mr Leon sought compensation for the disadvantage and/or dismissal claims and lost wages. The Police claimed that Mr Leon's employment ended by voluntary resignation and that the personal grievance was raised out of time. It claimed that Mr Leon only become aware of his personal grievance on 21 March 2020 when he sought mediation assistance.

Shortly after commencing work, Mr Leon began to struggle with administrative tasks and what he saw as lack of support from colleagues. After completing an initial eight shifts, Mr Leon sought the help of a Police Wellness Officer and explained to him that he was anxious and not coping. The Police Wellness Officer got in touch with Mr Leon's Sergeant, Sergeant Reeves who approved Mr Leon having the next two shifts off. Sergeant Reeves suggested that Mr Leon return for the coming weekend night shifts, which were on 30 and 31 March 2019.

On 30 March 2019, Mr Leon texted Sergeant Reeves to indicate he felt in no fit state to return to work and that he was accessing support of a Police Clinical Psychologist (the Psychologist). Following a consultation with the Psychologist, Mr Leon texted Sergeant Reeves and indicated the view of the Psychologist was that he not immediately able to return to work.

On 4 April 2019, Mr Leon suggested to Sergeant Reeves that he be transferred to a "*non-sworn role*". Sergeant Reeves put this request forward to Human Resources. On 15 April 2019, Sergeant Reeves advised Mr Leon that his transfer request had been turned down as no position was available. Mr Leon claimed that upon hearing this, he signaled his resignation and asked Sergeant Reeves if she was authorised to accept it, which she did.

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In the month following Mr Leon's resignation, Sergeant Reeves contacted Mr Leon to ensure he received appropriate counselling support. She recalled texting him but did not receive any response and therefore nothing to indicate he wanted to raise a personal grievance.

Mr Leon recalled having a phone conversation with Ms McEvedy, the Police Association's Local Field Officer, on 7 May 2019. He claimed Ms McEvedy communicated that he had been constructively dismissed and claimed she wanted to assist him in possibly returning to the Police. On 21 May 2019, Mr Leon emailed Ms McEvedy stating he had decided to move on from the Police and would not be seeking re-deployment. She emailed him back suggesting a further discussion to understand his perspective, but received no further contact until being approached by Mr Leon's advocate in February 2021 to give evidence at the Employment Relations Authority (the Authority).

An employee failing to raise a personal grievance within the 90 day time limit where the employer has refused to grant leave for it to be raised out of time, may apply to the Authority to have the matter heard out of time as set out in section 114(3) of the Employment Relations Act 2000 (the Act). The Authority may grant leave pursuant to section 114(4) of the Act if it is satisfied that the delay in raising the personal grievance is occasioned by exceptional circumstances or considers it just to do so.

The Authority held that Mr Leon had not demonstrated exceptional or unusual circumstances which prevented him from raising his personal grievance for unjustified dismissal within 90 days. Mr Leon's application under section 144 of the Act was declined. The Authority suggested that the parties settle costs by agreement.

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*Leon v Commissioner of Police* [[2021] NZERA 258; 17/06/2021; D Beck]

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

[Employment Relations Act](#)

[Trial and Probationary Periods](#)

[Minimum Wage Act 1983](#)

[Good Faith](#)

[Personal Grievances](#)

## Employer News

### Govt triggers business support following COVID community case

Significant Government support for businesses and workers has been triggered following a rise in alert levels to combat COVID-19 in the community, Grant Robertson said.

The Government decided to move to Alert Level 4 for New Zealand starting at 11.59pm tonight, initially for three days, except for Auckland and the Coromandel peninsula, where it is likely to be at level 4 for seven days as a result of a new case in the community in Auckland.

"The Minister for Social Development and Employment Carmel Sepuloni and I have activated a number of business support measures to provide certainty to businesses and workers and ensure we get money out the door quickly to protect jobs and keep firms' operating," Grant Robertson said.

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The measures include:

- The **Wage Subsidy Scheme** (WSS) which is available nationally when there's a regional or national move to Alert Levels 3 and 4 for a period of seven days and helps eligible businesses keep paying staff and protect jobs. The rates have been raised to reflect increased wage costs.
- The **Resurgence Support Payment** (RSP) is a payment to help support businesses or organisations with one-off costs due to a COVID-19 alert level increase to level 2 or higher. This is available to eligible firms at the same time as the WSS.

More details on applying for the WSS will be available soon on the Ministry of Social Development's website, while information on the RSP can soon be found on Inland Revenue's website.

Other existing support for individuals includes the Leave Support Scheme (LSS) and Short-Term Absence Payment (STAP) rates will also be increased in line with the WSS, as each of these payments is set at the same rate:

"The Government remains well-placed to respond to COVID-19. We have over \$1 billion left over from the money set aside for WSS and RSP and if needed, the COVID-19 Relief and Recovery Fund has around \$5 billion in it. Our net debt position is much lower than forecast and well below other countries," Grant Robertson said.

"A strong public health response has given us a strong economic response and put economic activity back to pre-COVID levels. Our response will continue to be based on those principles."

More information can be found on the COVID-19 website: <https://covid19.govt.nz/>

To read further, please click the link below.

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 New Zealand Government [17 August 2021]

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## Effects of COVID-19 on trade: At 11 August 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.

The data is provisional and should be regarded as an early, indicative estimate of intentions to trade only, subject to revision.

We advise caution in making decisions based on this data.

To read further, please click the link below.

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 New Zealand Government [18 August 2021]

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## Gender pay gap unchanged

Median hourly earnings for women increased by \$0.80 (3.1 percent) to \$26.37 in the year to the June 2021 quarter, while earnings for men increased by \$0.74 (2.6 percent) to \$29.00, to place the gender pay gap at 9.1 percent, Stats NZ said today.

"The gender pay gap has remained relatively flat over the last five years," labour market manager Andrew Neal said, "however, median hourly earnings have increased for the younger half of the workforce."

Median hourly earnings from wages and salaries rose by \$0.76 (2.8 percent) in the year to the June 2021 quarter to reach \$27.76.

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By age group, the changes seen for the year to the June 2021 quarter were:

- 15-19 years – up \$1.04, to \$20.00
- 20-24 years – up \$1.65, to \$22.75
- 25-29 years – up \$0.74, to \$26.37
- 30-34 years – up \$1.11, to \$29.88.

## Industries and minimum wage

Median hourly earnings in retail trade, accommodation, and food services increased by \$1.62 to \$22.00 in the year to the June 2021 quarter.

On 1 April 2021, the minimum wage increased from \$18.90 to \$20.00.

“Younger people tend to work in hospitality and retail-related industries and normally earn close to minimum wage. We generally see their income increase along with minimum wage,” Mr Neal said, “while recent media reports suggest industries facing labour shortages have also increased wages to attract or retain staff.”

Other increases in median hourly earnings, by industry, include wholesale trade, up \$2.30 to \$29.15, while construction built up \$1.27 to \$28.77 for the year to the June 2021 quarter.

To read further, please click the link below.

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 [Statistics New Zealand \[18 August 2021\]](#)

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## Less than half of disable people under the age of 65 are working

Only 42.5 percent of disabled people aged 15–64 years were employed in the June 2021 quarter, compared with 78.9 percent of non-disabled people in the same age group, Stats NZ said today.

“This shows that disabled people are under-represented in the workforce,” wellbeing and housing statistics manager Dr Claire Bretherton said.

“Employment can play an important role in a person’s wellbeing, not only providing income, but also social connection and a sense of purpose.”

The Household Labour Force Survey (HLFS) uses the Washington Group Short Set of questions (WGSS) to identify people who are more likely to experience restricted participation in society because of difficulties they have performing basic functional activities. These activities are seeing, hearing, walking or climbing stairs, remembering or concentrating, self-care, and communicating. These questions allow outcomes to be compared for disabled and non-disabled people.

The incidence of disability increases with age, which means older people are disproportionately represented in disability data. People aged 65 years and over are also less likely to participate in the labour market, and often have quite different outcomes to younger people. Therefore, we have restricted the data in this release to the 15–64-year age group. The data is also available for the total population aged 15 years and over, see Labour market statistics (disability): June 2021 quarter.

The term ‘gap’ is used to refer to the differences between disabled and non-disabled people. The employment gap, which is the difference in employment rates, was 36.4 percentage points in the June 2021 quarter.

“Stats NZ has been collecting data on the labour market outcomes of disabled people in the HLFS since 2017. In that time, there has not been a significant improvement in the employment gap,” Dr Bretherton said.

The unemployment gap in the June 2021 quarter was 5.6 percentage points, with disabled 15–64-year-olds more than twice as likely to be unemployed as non-disabled people in the same age group.

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To read further, please click the link below.

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 [Statistics New Zealand \[18 August 2021\]](#)

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## Legislation

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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.

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### Bills open for submissions: Seven Bills

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

[Education and Training \(Teaching Council Fees and Costs\) Amendment Bill](#) (22 August 2021)

[Inquiry into the current and future nature, impact, and risks of cryptocurrencies](#) (2 September 2021)

[Conversion Practices Prohibition Legislation Bill](#) (8 September 2021)

[Inquiry into the future of the workforce needs in the primary industries of New Zealand](#) (23 September 2021)

[Inquiry into school attendance](#) (30 September 2021)

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

[Hazardous Substances and New Organisms \(Hazardous Substances Assessments\) Amendment Bill](#) (3 October 2021)

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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/>

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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](mailto:advice@ema.co.nz)

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