Employer Bulletin

Our Weekly News Digest for Employers

Friday, 21 May 2021

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Cases

Employment Relations Authority: Six Cases

Minimum wage questions removed to Employment Court for resolution

Enterprise Motor Group (New Lynn) Limited (Enterprise Motor Group) operates a vehicle retailing business. It employs salespeople who are remunerated on a commissions and bonuses basis only. This is based on their work during any given month.

Enterprise Motor Group lodged a claim in the Employment Relations Authority (the Authority) against a Labour Inspector of the Ministry of Business, Innovation and Employment. It objected to aspects of the Labour Inspector's Improvement Notice issued on 11 October 2018. The Improvement Notice stated that Enterprise Motor Group breached section 6 of the Minimum Wage Act 1983 (the Act) by failing to pay two employees at least the minimum wage for every hour worked. Enterprise Motor Group was required under the Improvement Notice to review wage and time records. It was also required to undertake calculations of commissions and bonuses.

Enterprise Motor Group claimed that, when assessed on a monthly basis, remuneration exceeded that required by the Act and Minimum Wage Orders. The Labour Inspector asked the Authority to confirm the Improvement Notice. Enterprise Motor Group applied for the whole matter to be removed to the Employment Court. The Labour Inspector did not oppose removal.

The Authority referred to the judgment in *Hanlon v International Educational Foundation (NZ) Inc*. This judgment set out that a question of law is important if its resolution is of major significance to employment law. At mediation, the parties could not agree on the important questions of law which should be removed to the Employment Court. Instead, they each presented two questions which they regarded as important.

Firstly, Enterprise Motor Group raised whether the Act and the Minimum Wage Orders requires an employer to specify the total amount that will be paid to a worker for a period of work before it has been completed. Secondly, whether if, in relation to hours worked over a month, a worker may receive payments during the month and a further payment after the month has concluded which together met the prescribed rate for the hours worked that month.

The Labour Inspector considered that two questions likely justified removal. Firstly, how Minimum Wage Orders should be used to assess compliance with the Act for employees who are remunerated only by payment of commissions and bonuses and not by hours worked. Secondly, whether an averaging approach can be used to comply with the Act if wages are apportioned equally to weeks or fortnights within a calendar month.

The Authority felt that the Labour Inspector's first question was the most relevant. This in turn implied three questions. Firstly, whether section 6 of the Act and clause 4 of the Minimum Wage Orders requires an employer to specify the total amount that will be paid to a worker for a period of work before that period of work has been completed. Secondly, whether the Act is satisfied if, in relation to hours worked over a month, a worker received payments during the month and a further payment which together met the prescribed rate under the Act. Thirdly, whether an averaging approach can be used to comply with the Act if wages are apportioned equally to weeks or fortnights within a calendar month for employees who are remunerated only by payment of commissions and bonuses.

The Authority noted that clear interpretation of the Act is important as it is a fundamental piece of New Zealand's statutory employment framework. The questions have implications for other employees on remuneration arrangements without wage or salary components. Therefore, these were important questions of law.

The Authority decided that resolution of the questions would be well served by an authoritative determination from the Employment Court. The entirety of the matter before the Authority was removed to the Employment Court to determine the substantive issues between the parties. The parties agreed that costs were to lie where they fell in respect of the application.

Enterprise Motor Group (New Lynn) Limited v A Labour Inspector of the Ministry of Business, Innovation and Employment [[2021] NZERA 147; 14/04/2021; N Craig]

Unjustifiable dismissal claim upheld but claim for reinstatement declined

Mr Stock was a Residential Manager at Auckland Region Women's Correction Facility, working for the Department of Corrections (Corrections). On 22 October 2019, Mr Stock was summarily dismissed by the acting Prison Director of Corrections. On 24 September 2020, Mr Stock's claim for reinstatement and unjustified dismissal was lodged in the Employment Relations Authority (the Authority).

Mr Stock worked at Corrections for 27 years and was a Manager for 15 years during that time. Mr Stock reported to the Deputy Prison Director, who reported to Mr Parr, the Prison Director. Mr Stock had a senior role with oversight and responsibility over the actions of others.

There were disciplinary concerns brought to Mr Parr's attention during Mr Stock's employment. On 8 July 2019, there was a letter sent to Mr Stock which contained five allegations covering events from 6 May to 2 July 2019. The letter detailed the allegations and contained parts of Corrections' Code of Conduct that were allegedly breached. Mr Stock was represented throughout the process by a union representative. On 20 August 2019, a meeting was held between Mr Parr, Mr Stock and his union representative. Mr Stock responded to each of the allegations individually, giving his side of the story.

On 29 August 2019, Mr Parr wrote to Mr Stock, setting out over several pages of what he understood Mr Stock's responses to be to the allegations and what his own considerations and views were. Four out of five allegations were found to be upheld. Corrections substantiated that Mr Stock failed to pass on information about the formal withdrawal of a serious compliant of sexual allegations against another Corrections' Officer in a timely matter and to follow instructions from both the Prison Director and Acting Prison Director.

The preliminary view was that Mr Stock's actions represented a serious breach of Corrections' Code of Conduct and undermined trust and confidence which amounted to serious misconduct. The proposed sanction was dismissal. Corrections informed Mr Stock at a meeting and by letter on 22 October 2019 that he was summarily dismissed. The Authority was required to determine whether Mr Stock had an arguable case for unjustified dismissal as well as an arguable case for permanent reinstatement if he was found to have been unjustifiably dismissed. Corrections concluded there were several instances of Mr Stock's conduct that breached its Code of Conduct which amounted to serious

misconduct. During the disciplinary process, Mr Stock did not provide any evidence to refute Corrections' allegations. Mr Parr claimed that Mr Stock and his union representative failed to express concern during the disciplinary process that he was not able to adequately defend against or provide information about the allegations.

Mr Stock believed that Mr Parr was the complainant in one of the allegations and therefore should not have also been the decision maker. Mr Parr denied being the complainant as all the allegations were received from a number of staff. Mr Stock also claimed that there was no investigation prior to the disciplinary meeting. Mr Parr refuted this and claimed that a comprehensive process had been undertaken to find out whether the allegations could be substantiated and if so, whether a disciplinary outcome could be justified. It was evident that written material regarding the events was collected and provided to Mr Stock. However, the Authority claimed that more should have been done to document discussion with those involved.

Having considered all the evidence and submissions for Mr Stock and the responses from Corrections, the Authority held that Mr Stock had an arguable case that Corrections did not act as a fair and reasonable employer could have done in the circumstances. Mr Stock was therefore unjustifiably dismissed.

The Authority then had to determine whether it would be reasonable and practicable to reinstate Mr Stock. Mr Stock was a long serving Corrections employee who had worked in several roles but sought reinstatement to his managerial role at Auckland Region Women's Correction Facility. At the time of the determination, there were no roles vacant at Auckland Region Women's Correction Facility.

The absence of a vacant role made it impractical for Corrections to reinstate Mr Stock to his former role or to another similar managerial role. It was concluded that Mr Stock had not met the test for having an arguable case for permanent reinstatement. Costs were reserved.

Stock v The Chief Executive of The Department of Corrections [[2021] NZERA 134; 08/04/20201; N Craig]

Employer ordered to pay employee for each hour worked

SuperCuisine Group Limited (SuperCuisine) owns and operates the Top Seafood Restaurant. Mr Ling worked for SuperCuisine as a Chef from 7 August 2018 to 14 January 2019. He said he had no option but to resign from his employment after SuperCuisine failed to pay him for all hours worked at the contracted rate of pay. Mr Ling claimed remedies for unjustified dismissal and sought payment of arrears of wages. He also asked the Employment Relations Authority (the Authority) to impose penalties on SuperCuisine for breaches of the Minimum Wage Act 1983 (the Minimum Wage Act) and the Holidays Act 2003 (the Holidays Act). SuperCuisine sought a penalty for Mr Ling's breach of directed timetables set by the Authority for lodgement of documents.

Mr Ling's employment agreement included "*an obligation to perform overtime as necessary but without extra payment"* And that the salary of $41,600 per annum *"fully compensates for all hours worked."* Mr Ling said SuperCuisine produced a fake, unsigned time sheet to show that he worked 48 hours each week. Mr Ling claimed he worked 10 hours each day for six days each week. He sought payment of outstanding wages totalling $7,143.

The Authority was not satisfied the time records produced by SuperCuisine accurately recorded the hours worked by Mr Ling each day. However, the Authority was not satisfied by Mr Ling's evidence either. Mr Ling was paid $800 gross each week which equated to a payment of $20 per hour for 40 hours work. The evidence showed that Mr Ling regularly worked on Sundays in addition to the five days set out in the employment agreement. The Authority did not accept that the work undertaken by Mr Ling on a Sunday could be considered reasonable overtime. The salary did not encompass a six-day week, or it would have been specified. Mr Ling was entitled to be remunerated for his Sunday hours over and above his salaried rate. The Authority determined that Mr Ling was entitled to be paid for eight hours worked for each of the 22 Sundays worked during his employment, which equated to $3,520 gross.

Mr Ling said he worked on four public holidays during his employment. He sought payment for each of the four days at half rate extra for each hour worked plus payment for alternative days, equating to $960 gross. However, the Authority identified that Mr Ling had received payment for time worked on public holidays in his final pay. He was not owed any further arrears of wages for public holidays worked.

In his final pay Mr Ling had received payment for annual leave calculated at 8 per cent of his total gross earnings including payment for public holidays. Mr Ling was entitled to payment of annual holiday pay of 8 per cent on his arrears of wages claim relating to work on Sundays, which totalled $281.60 gross. SuperCuisine was ordered to pay to Mr Ling the sum of $3,801.60 gross within 28 days.

Mr Ling also alleged he was dismissed on 20 January 2019, which SuperCuisine denied. It claimed Mr Ling resigned and left of his own accord to take up new a position with a different employer. Mr Ling, however, claimed his resignation was in reality a constructive dismissal. The legal principles relating to constructive dismissal are well established and include a breach of duty by the employer that foreseeably leads the employee to resign.

The Authority was satisfied SuperCuisine did breach its duty to Mr Ling when it failed to correctly pay him for all hours worked. Despite this breach, the Authority was not satisfied that this caused Mr Ling's resignation. Mr Ling resigned due to receiving his amended work visa as he had been offered an alternative position, not as a result of any breach by SuperCuisine. Mr Ling was not constructively dismissed.

Both parties applied to have penalties imposed on the other party. The Authority declined to impose ordinary penalties on SuperCuisine because the Act requires proceedings for the recovery of penalties to be commenced within 12 months. Mr Ling's application was out of time. The Authority also declined SuperCuisine's application for a penalty because Mr Ling's failure to adhere to timetabled directions for lodging documents neither obstructed nor delayed the Authority's investigation. Costs were reserved.

A Labour Inspector v Jocelyn and L Limited [[2020] NZERA 44; 10/02/2021; D Beck]

Employee walking off the job amounted to unambiguous resignation

Mr Williams claimed that he was unjustifiably dismissed by Metallic Sweeping (1998) Limited (Metallic Sweeping) on 20 March 2019. Mr Williams worked as a Driver from November 2018 until his employment ended in March 2019. He also claimed arrears in wages and holiday pay, and a penalty for a failure to pay wage arrears. Metallic Sweeping claimed that Mr Williams resigned without notice and all wages were paid to Mr Williams before his personal grievance was raised. The Employment Relations Authority (the Authority) had to determine whether Mr Williams had actually resigned based on the facts.

On 14 March 2019, employees assembled a morning 'smoko break', as usual. Mr Williams and Mr Mason were also present. Mr Mason's account was that he called a team meeting with the drivers to discuss areas of job performance. He also addressed concerns to individual drivers. Mr Morrison, a colleague of Mr Williams, gave evidence that 'smoko breaks' was a time when Mr Mason would *"pass on feedback and complaints about bins and to remind guys of the timetable for the routes".* The Authority accepted that this 'smoko break' was a routine opportunity to speak with staff about meeting the timetable for the rubbish and recycling collection.

Mr Mason commented on Mr Williams performance productivity saying he was taking too long to complete the jobs. It appeared that Mr Williams took offence to being criticised, especially in front of his colleagues. Mr Williams became frustrated, grabbed his bag out of the truck and told Mr Mason that he quit. The Authority accepted Mr Mason's account that Mr Williams unambiguously resigned.

Following the incident, Mr Williams sent a message to Mr Mason and to Mr Peter, the Managing Director, explaining that he had not resigned, but needed some time to cool off. In response, Mr Peter invited Mr Williams to a meeting on 18 March 2019 to discuss Mr Williams' resignation and whether Metallic Sweeping would agree to Mr Williams withdrawing his resignation.

At the meeting, Mr Peter asked Mr Williams for an account of what happened and Mr Williams insisted that he did not say he resigned. However, Mr Williams would not provide Mr Peter with an answer on his version of events. In a letter dated 20 March 2019, Mr Peter confirmed his view that Mr Williams had resigned without notice. He also expressed that he could see no reason to allow Mr Williams to withdraw his resignation.

The Authority preferred Mr Mason's, Mr Williams' direct Manager's, account of the events that took place at the meeting, due to several contradictions and differing version of events from Mr Williams. Mr Williams claimed that his words and actions were part of a reaction to criticism which occurred in the heat of the moment. The Authority held that Metallic Sweeping was not making a case out of ambiguity regarding Mr Williams' action, but of clear words that amounted to an unambiguous resignation.

The use of the 'smoko break' to have such a meeting by Mr Mason was not a breach of duty by the employer giving rise to a reactive resignation amounting to a constructive dismissal. Mr Williams' unambiguous resignation could only be rescinded with Metallic Sweeping's consent. Therefore, no personal grievances were made out. Costs were reserved.

Williams v Metallic Sweeping (1998) Limited [[2021] NZERA 146; 14/04/2021; P Cheyne]

Employer failed to comply with procedural requirements

Mr Hedgman claimed he was unjustifiably dismissed by Warner Construction Limited (Warner). Warner accepted it dismissed Mr Hedgman, but considered it was attributable to a justifiable redundancy.

Mr Hedgman was engaged by Warner as a Truck Driver/Labourer commencing in March 2020 to work in Whanganui. Work ceased during the COVID-19 level 4 lockdown with Mr Hedgman returning to work after the national change to level 3. On Friday 22 May 2020, Mr Hedgman claimed that his foreman told him that he was going to be terminated the following Monday and that the foreman decided which driver to let go.

As events transpired, Mr Hedgman was not approached on the Monday and nothing further was said until the following Friday when he was having a post work drink and the foreman simply said, *"see you later, don't come Monday".* Mr Hedgman said when he returned home, he found he had received an email from Warner that day which confirmed Warner was making his role and others redundant due to the economic downturn from COVID-19.

Warner's position was that it simply had no choice but to make staff redundant. It said the organisations with which it would normally contract, particularly local authorities, put a hold on all new civil work. Consequently, Warner had some 60 per cent of its contracts cancelled almost immediately and its initial response was to address what it saw as an excess of staff. Warner held a hope that things would improve and adopted what turned out to be a piecemeal approach trying to retain as many staff as possible.

In total, Warner confirmed that 16 employees were made redundant, including Mr Hedgman. There was a factual disagreement in relation to why the foreman selected Mr Hedgman. Warner said the decision was made by a group of senior staff in meeting to address what was considered a crisis. Warner claimed the choice of Mr Hedgman was attributable to an application of the *"last on/first off"* principle.

When questioned, Mr Hedgman accepted Warner's situation meant his redundancy was both inevitable and substantively justified. It was the process and lack of communication with which he took issue, and which led him to conclude his dismissal was unfair. The Employment Relations Authority (the Authority) held that it was well established and enshrined in legislation that an employer considering an action which might have an adverse impact on an employees' continuing employment must give that employee access to relevant information and an opportunity to comment before the decision is made.

Mr Hedgeman was entitled to be told of the situation and have some input, especially on the question of selection given there were two drivers in Whanganui. Warner conceded it failed to comply with the procedural requirements. The failure meant Warner could not establish it acted fairly and reasonably. Mr Hedgeman's dismissal was therefore found to be unjustified.

The Authority concluded Mr Hedgman had a personal grievance and Warner was ordered to pay him $3,921.84 in lost wages and $10,000 as compensation for humiliation, loss of dignity and injury to feelings. Costs were reserved.

Hedgman v Warner Construction Limited [[2021] NZERA 139; 12/04/2021; M Loftus]

Terms and certification of settlement agreements barred further claims

Ms Mitchell and Mr Martis lodged applications in the Employment Relations Authority (the Authority) seeking orders for payment of holiday pay still owed to them for working on Blair-Bellamy farms in 2018 and 2019. A preliminary jurisdiction issue arose in considering these applications because Ms Mitchell and Mr Martis had each earlier entered into a settlement agreement with Blair-Bellamy Farms. Each settlement agreement included a term stating that the agreement was made in *"full and final settlement of all matters between the parties arising out of their employment relationship".*

Ms Mitchell and Mr Martis notified Blair-Bellamy Farms of their personal grievance and wage arrears claims in December 2019. The parties attended mediation on 22 May 2020 and on 25 May 2020, entered into settlement agreements. Blair-Bellamy Farms signed the settlement agreements two days later. Both settlement agreements were certified by a Mediator from the Ministry of Business, Innovation and Employment (MBIE) on 2 June 2020.

The Mediator explained to Ms Mitchell and Mr Martis about the certification process under the Employment Relations Act 2000 (Employment Relations Act). The certification process made the agreed terms final as well as binding and enforceable. It could not be open to cancellation under certain sections of the Contract and Commercial Law Act 2017 and was only able to be brought to the Authority for enforcement purposes. The parties signed the settlement agreement form used by the Mediator which included a section confirming they had fully understood the effect of the Mediator certifying their agreed terms.

Ms Mitchell and Mr Martis claimed that they had understood from discussion during mediation that, in addition to what was provided in their settlement agreements, they would be paid holiday pay if held that arrears of wages were owing. They also claimed that the Mediator had not told them or their advocate Mr Flaws, that the settlement agreement would not allow them to pursue further claims for holiday pay.

The Authority could not consider what was discussed in mediation because section 148 of the Employment Relations Act requires parties to keep matters discussed confidential. An exception to this is where parties consent to give up that confidentiality, however there was nothing to indicate the necessary consent had been sought or given in this case.

The Authority claimed that even if it were to consider and accept Ms Mitchell and Mr Martis' version of events, it did not prove there was clear agreement that holiday pay was owed or could be pursued in further action. In his submission, Mr Flaws stated that *"if"* there was holiday pay owing, it would need to be paid by Blair-Bellamy Farms. Blair-Bellamy Farms had subsequently said no holiday pay was owing and nothing was reserved in their settlement agreement to pursue that issue in the event of disagreement on that point.

Ms Mitchell and Mr Martis claimed that the Mediator did not specifically refer to further wage arrears as something they would be barred from pursing a claim over. This is a level of detail not required by section 149 of the Employment Relations Act. What is required by a Mediator under this section is that elements under section 149 be explained. This included explaining the finality of the settlement agreements, limits on cancellation and limits on further action of appeal. This was explained to Ms Mitchell and Mr Martis before they signed their settlement agreements.

Furthermore, there was a plain and clear term saying each settlement agreement was a full and final settlement of *"all"* matters between the parties. Mr Flaws was involved in the mediation process and there was no information suggesting they were at a disability in reading or understanding the written terms of the settlement agreement.

Finally, reference in the settlement agreement to not forgo minimum entitlements, such as holiday pay, was an agreed term. The Authority held that if it allowed for ongoing issues regarding minimum entitlements to be negotiated, it would not align with the certainty and finality of the certification process provided for under section 149 of the Employment Relations Act.

The Authority therefore did not have jurisdiction to consider the claim by Ms Mitchell and Mr Martis for arrears because the terms and certification of their settlement agreements barred further action. Their applications were dismissed.

Mitchell v Blair-Bellamy Farms [[2021] NZERA 177; 20/04/2021; R Arthur]

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

Employment Relations Authority

Full and Final Settlements

Restructuring and Redundancy

Termination of Employment

Discipline

Employer News

No great benefits for business from the balanced Budget 2021

The EMA says there is not much in Budget 2021 for business, but that is as expected.

Chief Executive Brett O'Riley says not surprisingly the major focus was on securing the country's recovery through supporting people socially and the environment, with some very modest initiatives for businesses, including:

- 44m to continue the Digital Boost Programme for business training for SMEs and new digital advisory services
- An increase in infrastructure investment to $57.3b for the next four years, including $810m for KiwiRail for new locomotives and wagons as well as maintenance
- The reinstatement of the Training and Incentive Allowance for levels 4-7 of the NZ Qualifications Framework, enabling 16,000 people to retrain, gain higher skills and transition into new careers
- An extra $279.5m for the Reform of Vocational Education (RoVE).

"While no one would argue against supporting our people, we had hoped for better growth projections and more practical support for businesses," Mr O'Riley says.

Everyone expected a budget based on modest economic growth projections, and indeed GDP is forecast to remain at around three per cent, on average, out to 2025.

"We believe one of the barriers to better growth and productivity are labour shortages, made worse by closed borders and limits on immigration. A recent survey of our members on labour shortages highlighted again how much they are struggling with this - across all sectors, at all skill levels and across the country," he says.

Manufacturing is the sector where labour shortages are being most keenly felt, with 23 per cent of respondents saying they were experiencing severe gaps.

Mr O'Riley says the announcement of a social insurance scheme to assist those made redundant is something the EMA would welcome if it was structured correctly, and only in place of four-weeks' compulsory redundancy.

"It would need to include contributions from employees, employers and the Government though, otherwise it would add significant liability to the balance sheets of businesses."

Employers and Manufacturers Association [20 May 2021]

Employer Bulletin

Friday, 21 May 2021

More sick leave to support employees on the way

The Government is delivering on its commitment to increase the minimum sick leave entitlement to 10 days each year by passing the Holidays (Increasing Sick Leave) Amendment Bill, Workplace Relations and Safety Minister Michael Wood announced today.

"If COVID-19 has taught us anything, it's how important it is to stay home when you're sick. Having a minimum of 10 days sick leave will help more people stay at home, support working parents, and stop bugs from spreading," Michael Wood said.

"Businesses also benefit from a healthy, well-rested and more productive workforce. Studies have suggested that people working while sick are 20 per cent less productive and the healthiest workers are up to three times more productive.

"We've taken a balanced approach and kept the annual maximum entitlement of sick leave at 20 days and employees will still receive their entitlements when they'd normally receive them. This will make it easier for businesses to implement the changes.

"Many employers offer 10 days or more already, and this will mean no change for them.

"As the tripartite Holidays Act Taskforce recommended, we will make some sick leave available from an employee's first day as part of further reforms to the Holidays Act. I expect to introduce legislation to make these additional changes next year," Michael Wood said.

Changes will come into force two months after Royal assent. Employees will become eligible for the extra sick leave at different times over the next year, in line with when their individual sick leave entitlement arises based from their work anniversary dates. New employees will still be eligible for sick leave after six months in a job.

New Zealand Government [19 May 2021]

Strengthening the Licensed Building Practitioners scheme

The Ministry of Business, Innovation and Employment (MBIE) has announced changes to the Licensed Buildings Practitioners (LBP) scheme to improve accountability, efficiency and fairness.

"We are strengthening our occupational regulation of Licensed Building Practitioners so that New Zealanders can remain confident in LBPs and their work," said Amy Moorhead, MBIE's Building Policy Manager.

The Government has agreed to strengthen the LBP scheme to introduce a code of ethics, improve the structure of the complaints and discipline model to introduce independent investigators, and enhance the efficiency of the licensing administration process such as including a grace period for late renewals.

"The changes will help MBIE and the Building Practitioners Board ensure that LBPs are trained, skilled and accountable," Amy Moorhead said.

The review of the Licensed Building Practitioners scheme is part of a series of reforms to the building laws to lift the efficiency and quality of building work in New Zealand. The reforms will see a more efficient building system, a lift in the quality of building work, and fairer outcomes if things go wrong.

To read further, please click the link below.

Ministry of Business, Innovation and Employment [14 May 2021]

Effects of COVID-19 on trade: at 12 May 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.

 Statistics New Zealand [19 May 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.

Sunscreen (Product Safety Standard) Bill (26 May 2021)

Incorporated Societies Bill (28 May 2021)

Financial Sector (Climate-Related Disclosures and Other Matters) Amendment Bill (28 May 2021)

Drug and Substance Checking Legislation Bill (No 2) (24 June 2021)

Education and Training Amendment Bill (25 June 2021)

Counter-Terrorism Legislation Bill (25 June 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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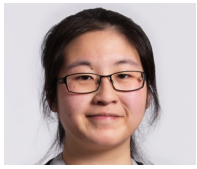

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