Employer Bulletin

Our Weekly News Digest for Employers

Friday, 22 October 2021

In this Issue

Contact Us

NZ 0800 300 362
AU 1800 300 362
E advice@ema.co.nz
ema.co.nz

Cases

Employment Relations Authority: Six Cases

Successful compliance order with interest

Mr Singh sought orders requiring Mr Dhaliwal, Director of Veer Enterprises Limited (Veer Enterprises) and Veer Enterprises, to comply with two determinations issued by the Employment Relations Authority (the Authority). A determination issued on 10 June 2021 ordered Veer Enterprises to pay lost wages, compensation, and wage arrears to Mr Singh. A second determination, issued on 20 July 2021, ordered Veer Enterprises and Mr Dhaliwal to pay Mr Singh costs of $5,500. Payment of those sums were ordered within 28 days of each determination, but no payment had been made in that time. Mr Singh asked the Authority to impose interest on the amounts that were due to him and for an award of further costs and expenses incurred in making the later application.

By 2 September 2021 Mr Dhaliwal was advised of the opportunity to provide any relevant information and submissions he wanted the Authority to consider before determining Mr Singh's application. Mr Dhaliwal told the Authority that he would pay the sums in instalments. He provided paperwork which he claimed showed his weekly salary and the amount he paid weekly for rent. He claimed he had no assets, not even a car but mentioned he had some assets in India that he could try sell.

The Authority asked Mr Dhaliwal if he could provide any evidence about Veer Enterprises' financial position. Mr Dhaliwal stated that Veer Enterprises had nothing and could not pay. Mr Dhaliwal did not suggest what instalment amounts Veer Enterprises or he could pay. He claimed that a realistic timeframe he required to pay the installments was five years.

The Authority held that there was insufficient information to prove that Veer Enterprises could not pay the whole sums and required payment by instalments. A declaration by Mr Dhaliwal that Veer Enterprises *"had nothing"* was not enough. Mr Dhaliwal's suggestion that the amounts due be paid over five years was neither practical nor just.

Veer Enterprises was ordered to pay Mr Singh $6,750 as lost wages, $10,000 awarded as compensation and $3,801.25 for wage arrears. Veer Enterprises and Mr Dhaliwal were ordered to, jointly or severally, pay Mr Singh $5,500 awarded as costs and $1,196.56 awarded as further costs and expenses in relation to the application for compliance orders and interest. Interest was granted on all the costs. Interest was to be calculated from the dates the payments fell due until they were paid by using the Civil Debt Interest Calculator.

Mr Dhaliwal was found liable under section 142Y of the Employment Relations Act for the wage arrears of $3,801.25 due to Mr Singh. If Veer Enterprises was unable to pay those arrears within 28 days of the date of this determination, Mr Dhaliwal was ordered to then pay personally that sum to Mr Singh, also within this 28-day period. Under section 141 of the Employment Relations Act, the orders made in this determination may be filed in the District Court and are then enforceable in the same manner as orders of the District Court. Alternatively, should Veer Enterprises or Mr Dhaliwal fail to comply with the orders made, Mr Singh may apply to the Employment Court for exercise of its powers to fine, imprison or sequester the property of the person in default

Mr Singh was also entitled to an order for further costs and expenses of $1,196.56 incurred in making his application for compliance orders. Payment of that sum was due within 28 days of the date the determination.

Singh v Dhaliwal [[2021] NZERA 408; 20/09/2021; R Arthur]

Frivolity is a reason for the Employment Relations Authority to dismiss claims

Ms Wang resigned from her employment as a Solicitor for Belvedere Law Limited (Belvedere Law) on 30 September 2019. She commenced trading as Hobsonville Legal on 15 November 2019. Belvedere Law lodged a Statement of Problem with the Employment Relations Authority (the Authority) on 2 February 2021 alleging that Ms Wang had breached obligations of her employment. It alleged that she had deleted all her correspondence on WeChat which she used to promote Belvedere Law to her local Chinese community.

Belvedere Law requested discovery of all correspondence sent to and from Ms Wang's email address at Hobsonville Legal up until 15 November 2019. Belvedere Law argued it could then be in a better position to establish misconduct and quantify its losses. Ms Wang subsequently lodged a Statement in Reply with the Authority in which she denied any wrongdoing. She opposed Belvedere Law's application for disclosure of her work emails. Ms Wang said that WeChat had malfunctioned in November 2019. When she reinstalled it, her messages were lost and could no longer be retrieved.

Ms Wang claimed the proceedings had no reasonable prospect of success because Belvedere Law had not properly particularised its claims or cause of action and that it had failed to stipulate what remedies it was seeking. Ms Wang further claimed she had not done anything wrong, and it was not unlawful for her to set up her own firm while she was employed by Belvedere Law. She stated that Belvedere Law was aware she was starting her own firm and that it freely consented to her taking clients. Ms Wang believed Belvedere Law wanted the Authority to go on a *"fishing"* expedition in the hope of gaining information it could use against Ms Wang. She said Belvedere Law's delay in lodging its Statement of Claim with the Authority indicated its proceedings were vexatious.

The Authority has the power to dismiss a matter that the Authority considers to be frivolous or vexatious. A matter is not frivolous simply because it has no reasonable prospect of success. For it to be frivolous it must trifle with the Authority's processes and be impossible to take seriously.

The Authority commented that if Belvedere Law was fishing for information or documents, Ms Wang appeared to have good grounds to resist the application. However, that was a separate issue that should not be conflated with an application to dismiss. The Authority did identify three concerns with Belvedere Law's request for the emails. Significant portions of that information were protected by solicitor client privilege. The Statement of Problem did not explain what Belvedere Law hoped to find, and it had not been shown how the emails would be relevant to the proceedings

However, the Authority did not feel that Belvedere Law's Statement of Problem was frivolous or vexatious. The emails sent by Ms Wang to herself had attached conveyancing templates and documents that appeared to be the property of Belvedere Law. This would constitute an implied or express breach of Ms Wang's employment agreement with Belvedere Law. It would then be necessary to identify any loss suffered by Belvedere Law, and appropriate compensation.

The Authority accepted the reasons for the delay in filing proceedings were due to extraneous factors. As the matter was not frivolous or vexatious, the application to dismiss was accordingly declined.

Belvedere Law Limited v Wang [[2021] NZERA 393; 07/09/2021; P Fuiava]

Employee's emails requesting exit plan after termination was sufficient to raise a grievance for unjustified dismissal

Mr Page was employed by Teddy and Friends Limited (Teddy and Friends) as a Lodging and Daycare Supervisor from 17 July 2020 until his employment ended on 7 August 2020. Mr Page claimed that he raised a personal grievance for unjustified actions and or unjustified dismissal within the 90-day statutory timeframe with Teddy and Friends. Teddy and Friends denied Mr Page raised a personal grievance within the statutory 90-day time frame and objected to the personal grievances being raised out of time. Teddy and Friends opposed leave to raise the personal grievances out of time. As part of the preliminary proceedings, the Employment Relations Authority (the Authority) was asked to assess whether the personal grievance had been raised in time.

Mr Page received a letter on 7 August 2020 from Teddy and Friends terminating his employment with immediate effect. The letter set out the circumstances which led to Mr Page's employment ending and reminded him of the restraints surviving the end of his employment. On 8 August 2020 Mr Page wrote to Teddy and Friends responding to the dismissal letter. He set out his view of recent events at work, stated he would like an exit plan and concluded that his representative would be in contact regarding the plan moving forward. On 9 August 2020 Mr Page provided a further response to Teddy and Friend's solicitor detailing his view of recent events which resulted in his dismissal, concerns about the workplace and restated his expectation of an exit plan.

On 11 August 2020, Mr Page's solicitor contacted Teddy and Friends' solicitor. The file note of that conversation was provided to the Authority and recorded Mr Page's solicitor would respond to the restraint of trade issue raised in the 7 August 2020 letter and would also propose a solution going forward or advise Teddy and Friends of his intentions and find out what was acceptable. On 17 August 2020, Teddy and Friends solicitors emailed Mr Page's solicitor who replied on 21 August 2020 asking Teddy and Friends to stop communicating directly with Mr Page and his wife. It referred to text messages sent to Mr Page's wife in an apparent escalation of hostility relating to the circumstances that allegedly resulted in Mr Page's wrongful termination and that he would take further instructions concerning a way forward including in respect of the restraint issue. This was the last communication Teddy and Friends received from Mr Page or his solicitor prior to being served on 10 November 2020 with Mr Page's Statement of Problem.

The Authority examined the written communications between the parties to determine whether Mr Page raised a personal grievance within the statutory 90 days. The Authority also needed to look at whether individually or in totality they would constitute raising a grievance. Having read the communications in totality it was clear to the Authority that Mr Page was dissatisfied with the circumstances in which his employment ended and sought to negotiate a resolution of those concerns. It was not a situation where Mr Page advised of their intention to raise a personal grievance specifically. Mr Page narrated his detailed concerns about the workplace, how that had impacted on him and that he wanted a resolution.

The Authority held that Mr Page had raised a personal grievance for unjustified dismissal. In respect of the unjustified action claims, the issues likely folded into the unjustified dismissal personal grievance. The Authority commented that the unjustified action claims were not raised with sufficient specificity in the information provided to be raised as separate personal grievances to that of unjustified dismissal. Mr Page raised a personal grievance for unjustified dismissal within the 90- day statutory timeframe. The investigation meeting of Mr Page's personal grievance would proceed as originally scheduled. Costs were reserved.

Page v Teddy and Friends Limited [[2021] NZERA 406; 15/09/2021; M Urlich]

Overpayment by employer was seen as a genuine administrative error

LongChill Limited (LongChill) sought to recover monies it claimed was mistakenly paid to former employee, Mr Hardaker, after his employment ended. Mr Hardaker worked for LongChill as a Truck Driver for 11 months when he handed in his resignation. Eight months' later, LongChill discovered the paperwork necessary to finalise Mr Hardaker' employment had not been concluded. Consequently, LongChill believed that Mr Hardaker received $27,115.30 he was not entitled to over the course of 35 weeks.

LongChill sent Mr Hardaker a letter dated 6 January 2020 notifying him of the payroll error and apologised for the mistake. The letter further stated that LongChill wished to recover the sum of money and was willing to negotiate a

payment plan if required. Mr Hardaker did not respond this letter. As a result of this, another letter dated 27 January 2020 was sent to Mr Hardaker which reiterated the contents of the previous letter and noted that if a repayment plan could not be agreed, LongChill would seek mediation. The letter stated that it would file an application with the Employment Relations Authority (the Authority) *"as a last resort".*

Mr Hardaker did not reply to LongChill's second letter and because of this, LongChill lodged a Statement of Problem in the Authority. Mr Hardaker did not provide a Statement in Reply and did not attend a case management conference call on 24 November 2020 either. On 2 February 2021, Mr Hardaker emailed the Authority and expressed his dissatisfaction with LongChill as an employer but did not make any reference to LongChill's claim. The Authority replied and reiterated the need for Mr Hardaker to respond to LongChill's claim.

On 22 February 2021, the Authority advised Mr Hardaker that if a response was not received within 24 hours, the investigation meeting scheduled for 24 February 2021 would be vacated and a determination based on the material before the Authority would be made. Mr Hardaker did not respond, and it was accepted by the Authority that he elected not to participate in the Authority's investigation of the matter.

Along with LongChill's Statement of Problem, it also provided the Authority with a chronology of events and details the cause of the overpayment. It gave the Authority copies of the two letters sent to Mr Hardaker as well as payroll information setting out the quantum of each payment, the number of payments made, and the amount of final holiday pay owed. From the information provided, the Authority was satisfied that LongChill had overpaid Mr Hardaker and that the overpayments were a consequence of a genuine administrative error.

The Authority held that Mr Hardaker was not entitled to receive money beyond his final day and because of this, he had been unjustly enriched. LongChill took reasonable steps to resolve the matter directly, but this did not prove successful. Mr Hardaker did not provide any reasons as to why he had not repaid the overpayment or make arrangements to do so. The Authority also stated it was not unfair to require Mr Hardaker to repay the sum he had mistakenly received.

The Authority held that Mr Hardaker was required to pay LongChill the money he mistakenly received as a result of the overpayment. It was not necessary to make an order concerning costs where there was nothing to suggest either party incurred representative costs over the course of the Authority's investigation of the matter.

LongChill Limited v Hardaker [[2021] NZERA 409; 20/09/2021; M Ryan]

Breach of Record of Settlement resulted in compliance order for retrieval of company property

BKC and DAH entered into a Record of Settlement pursuant to section 149 of the Employment Relations Act 2000 (the Act) on 6 June 2019. BKC claimed DAH had not complied with the Record of Settlement, as he did not return property or arrange for access so BKC could uplift its property. BKC also claimed that DAH breached the Record of Settlement when a company lodged a claim against BKC in the Dispute Tribunal, claiming payment on company invoices for work performed by DAH, under an arrangement between BKC and the claimant company.

BKC sought a compliance order requiring DAH to return all its property. BKC also sought compensation for costs and lease payments it continued to pay in respect of one item of property, a photocopier. BKC also sought a penalty in respect of the breaches of the Record of Settlement. BKC claimed compensation for its costs and for the continued expense of the operating lease it paid to the supplier company under the lease agreement for the photocopier. The Employment Relations Authority (the Authority) held that a claim for damages for a breach of a term of an employment agreement was no longer open to BKC. The Record of Settlement was a full and final settlement of all issues arising from any employment agreement. Therefore, the Record of Settlement only left open the possibility of proceedings to enforce the terms agreed to in the Record of Settlement. Except for enforcement purposes, a party cannot challenge the terms of a Record of Settlement before the Authority.

In relation to the company property, DAH claimed that it was not a matter within the Authority's jurisdiction, as it was a tenancy or property matter. The Authority did not accept that argument. The Record of Settlement included a promise by DAH that he would arrange access for BKC to uplift the property. This promise included the ability of DAH to enforce compliance which is within the Authority's exclusive jurisdiction.

The final claim around DAH breaching clause 7 of the Record of Settlement focused on claims that were brought by a company who claimed payment for four invoices for work performed by it for BKC between March 2017 and January 2018. The work was done by DAH who was contracted by the claimant company to do work for BKC. DAH was neither a Director nor a Shareholder of this claimant company. The Authority held that the Record of Settlement prevented DAH from taking any further action against BKC in relation to any issues arising from his employment with BKC. However, there was nothing in the Record of Settlement that prevented a claimant company, who DAH was not a Director or Shareholder of, from commencing proceedings against BKC in the Disputes Tribunal.

Penalties for breach of the Record of Settlement centred around the breach of clause 7. However, the Authority did not find a breach and therefore DAH was not liable for a penalty on that basis. However, there was a finding that DAH had not complied with clause 4.2 of the Record of Settlement, providing access to BKC's company property for removal. However, the Authority held off awarding penalties as a compliance order could remedy the issue and there had been an arguable misunderstanding around the removal of the company property prior to this decision.

DAH was ordered to comply with the terms of the Record of Settlement regarding company property. No penalties were awarded.

BKC v DAH [[2021] NZERA 376; 25/07/2021; P Cheyne]

Invalid trial period provision resulted in unjustified dismissal

Mr Palu worked for NZ Assist Limited (NZ Assist) as a Telemarketer for a month until his employment was terminated. Mr Palu claimed he was unjustifiably disadvantaged and dismissed and lodged a Statement of Claim with the Employment Relations Authority (the Authority). The Authority was contacted by Ms Turgis, NZ Assist's Director, who advised that NZ Assist did not have the financial means to defend the case and therefore did not intend to participate further. No Statement in Reply was lodged by NZ Assist as a response to the Statement of Claim.

As Auckland was in COVID-19 Alert Level 3 at the time the investigation meeting was to be held, the Authority proposed hearing this matter by way of Zoom call. The investigation meeting was held by Zoom on 27 September 2021. No one from NZ Assist attended the meeting and all evidence regarding the matter was heard from Mr Palu.

Mr Palu received a written employment agreement from NZ Assist which included a start date of 7 October 2020. The employment agreement provided for a trial period of 90 calendar days to assess and confirm Mr Palu's suitability for the role. The trial period provision allowed NZ Assist to terminate the employment relationship with two days' notice. In accordance with the clause, Mr Palu would not be able to pursue an unjustified dismissal personal grievance claim if his employment was terminated.

Mr Palu commenced work on 7 October 2020 however, he did not sign the employment agreement until two or three days after he started. On 22 October 2020 Mr Palu's Manager sent Mr Palu a text message. The Manager indicated he had been listening to one of Mr Palu's phone calls and claimed that Mr Palu had hung up on the client, which was not *"on script".* The text message concluded with *"Sorry but we need you to finish up today. You will [be] paid for the full shift."* Mr Palu apologised and asked the Manager for another chance, however, the Manager refused. Mr Palu suggested he could at least have been given a written warning for the incident. The following day, the Manager emailed Mr Palu confirming that his employment was being terminated under the trial period in the employment agreement and that it would pay out the notice as per the termination provision. Nothing more was said on the reasons for dismissal.

In order for a trial period to be effective, it must be agreed to before an employee commences work. In this case, Mr Palu had already begun work with NZ Assist before the employment agreement was signed. As a result of this, the Authority concluded that there was no valid trial period provision in Mr Palu's employment agreement. At the time Mr Palu was hired, NZ Assist had more than 20 employees. On that basis alone, NZ Assist would not have been able to use a trial period provision in its employment agreements.

The Authority held that NZ Assist took advantage of a trial period by acting in a way which was not fair and reasonable in the absence of such a provision. Furthermore, it stated that performance concerns should have been properly raised with

Mr Palu in sufficient detail, a response heard and considered, any training or support needs considered and, if appropriate, a warning given. NZ Assist did not take these steps before it told Mr Palu by text that he was dismissed.

As the trial period was held to be invalid, the Authority stated that Mr Palu was unjustifiably dismissed by NZ Assist. Mr Palu claimed lost wages and compensation for humiliation, loss of dignity and injury to feelings. In the absence of evidence from NZ Assist or any warnings given to require improved performance, the Authority could not conclude that Mr Palu's actions were blameworthy. NZ Assist was ordered to pay Mr Palu $6,014.25 as lost wages and $8,000 as compensation for humiliation, loss of dignity and injury to feelings. The Authority considered the question of costs but in the absence of evidence that Mr Palu paid any relevant costs, the Authority made no award.

Palu v NZ Assist Limited [[2021] NZERA 419; 28/09/2021; N Craig

---

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

Discipline

Full and Final Settlements

Deductions (Wages Protection)

Personal Grievances

Trial and Probationary Periods

Employer News

Consumer price index (CPI)

The consumers price index (CPI) is a measure of inflation for New Zealand households. It records changes in the price of goods and services. It influences interest rates and is used to calculate changes to benefit payments.

To read further, please click here

Statistics New Zealand [18 October 2021]

Nationwide business partnership grows conservation jobs

Further Government support for New Zealand's longest-standing sustainable business organisation will create opportunities for dozens of workers impacted by COVID-19 to jump start a nature-based career, Conservation Minister Kiri Allan says.

Partnering to Plant Aotearoa, led by the Sustainable Business Network (SBN), is a collaboration with iwi, hapū and local community groups to undertake small-scale but valuable ecological restoration.

"Since September 2020, the project has delivered $2.5 million in Jobs for Nature funding to ten community-based conservation partners, creating over 120 full and part-time employment opportunities in areas where there have been significant job losses," Kiri Allan said.

"A further $2.5 million will allow SBN to bring two more partner groups on board, opening up 60 jobs across the country and generating more than 53,000 hours of conservation work.

"We know many young people and part-timers have been affected by these uncertain times. Partnering to Plant specifically targets both of those groups and is aimed at helping them get a foothold in a job that could lead on to a career in conservation.

"The work includes extensive planting, weeding, and fencing to improve habitat and food sources for native species, protect endangered species from predators, and improve water and air quality.

"This is about empowering action across Aotearoa New Zealand in a way that addresses the direct pressures our biodiversity faces.

To view this article, please click here

New Zealand Government [18 October 2021]

Inflation highest in over a decade

The consumers price index rose 2.2 percent in the September 2021 quarter, the biggest quarterly movement since a 2.3 percent rise in the December 2010 quarter, Stats NZ said today.

Excluding quarters impacted by increases to GST rates, the September quarter movement was the highest since the June 1987 quarter, which saw a 3.3 percent rise.

Annual inflation was 4.9 percent in the September 2021 quarter when compared with the September 2020 quarter. This was the biggest annual movement since inflation reached 5.3 percent between the June 2010 and June 2011 quarters.

Excluding periods impacted by changes to GST rates, the September 2021 annual inflation was the highest since it reached 5.1 percent in the September 2008 year.

The quarterly price rises were widespread, with 10 of the 11 main groups in the CPI basket (such as food and transport) increasing in the September 2021 quarter compared with the June 2021 quarter.

The main drivers were housing-related costs, such as construction of new houses and local authority rates.

Prices for construction of new houses were up 4.5 percent for the quarter, and 12 percent for the year.

"Both supply-chain challenges and high demand are pushing up the cost of building houses," consumer prices manager Aaron Beck said.

To read further, please click here

Statistics New Zealand [18 October 2021]

National plan rightly rewards vaccination efforts

The EMA says recognising vaccination efforts and freeing up restrictions for those vaccinated in the workplace and in their everyday lives is a welcome approach in the National Party's 'Back in Business' plan released this week.

"Many of the measures recommended in the plan line-up with the policies we've been asking Government to introduce, and National's plan will provide an interesting contrast to the Government's announcements on Friday," says EMA Chief Executive, Brett O'Riley.

Mr O'Riley says National's recommendations to provide legal backing to business on vaccinations and vaccine passports in the workplace; reopening inter-regional and international borders; widespread rapid antigen and saliva testing; and vaccination targets pegged to allowing the economy to reopen provides the clarity that businesses have been asking for.

"We're hoping for similar clarity from the Government later in the week."

National's plan for a Small Business Mental Health programme would be particularly welcome as many business owners and their staff were struggling with the length of the current lockdowns and the fact there had been no clear pathway out of those lockdowns, Mr O'Riley says.

"Some of the calls to our AdviceLine and Business Helpline have been desperate and other business associations are also telling us of similar calls to their helplines. That can't go on.

"Tax breaks for our smaller businesses, extensions to repaying tax obligations and incentives for investing are all tangible benefits that will help the small business sector and all businesses to survive and recover.

"The short-term focus on making assistance such as the wage subsidy and other schemes more readily available for a longer period and with more cash would also help those currently struggling and measures targeted at specific sectors are a blueprint for what we'd like to see announced on Friday," he says.

Longer term, Mr O'Riley says National's suggestions around immigration and a temporary moratorium on legislation that potentially added costs to business also made sense.

"The EMA is very supportive of training up New Zealanders to fill the skills gap, but in the interim we have a shortage between what is needed now and that future state. That gap must be addressed, and it also makes sense to bring in those investor migrants that want to invest in New Zealand, especially while it is regarded as a safe haven.

"The resilience of our business people and their ability to cope with more, rapid change is at a low ebb so it makes sense to park some of the major change programme that will add further costs. Major employment law changes such as the unnecessary Mandatory National Wage Schemes (Fair Pay Agreements), National Insurance and another 3-year cycle of minimum wage increases could go on hold."

To view this article, please click here

Employers and Manufacturers Association [20 October 2021]

Business boost to transition to new COVID framework

- RSP rate doubled and paid fortnightly, up to $43,000 per business
- Wage subsidy will continue through the transition period
- Cost of new RSP and wage subsidy is up to $940 million per fortnight
- $60 million package for Regional Business Partner Programme and mental health support

"While the ongoing restrictions in Auckland are keeping people safe, we also know they have made life very tough for businesses in the region. In recognition of that Ministers have agreed to significantly boost the Resurgence Support Payment," Grant Robertson said.

"After the next scheduled payment on 29 October we will move to fortnightly payments at double the current rate. The enhanced support will first be paid on 12 November and fortnightly thereafter until Auckland is able to move into the new framework."

Currently the RSP is paid at a base rate of $1500 per eligible business and $400 for each full-time employee up to a total of $21,500.

For the payments starting on 12 November this will be $3000 per business and $800 per FTE, up to 50 FTEs. This will make the maximum fortnightly payment $43,000.

The estimated cost of providing both the weekly RSP and the wage subsidy is up to $940 million per fortnight through this transitional period.

"In effect this means the RSP will be a weekly rather than three weekly payment as it is now, but for ease of application and administration it will be available in fortnightly instalments. We are not changing any settings at this time so payments can be made without disruption.

"The enhanced RSP will be available until Auckland moves into the new framework. The Wage Subsidy will continue to be available on the current criteria while areas of the country are still in Alert Level 3.

"Final details of the support to be provided under the new framework will be agreed in November. My expectation is that because businesses will be able to operate at all levels of the framework, the wage subsidy and the RSP will be reworked to a new targeted payment at the RED level of the new framework," Grant Robertson said.

Ministers have agreed in principle that there will be a transition payment made available to support businesses when they move into the new framework.

To read further, please click here

New Zealand Government [22 October 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: Seven Bills

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

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)

Civil Aviation Bill (11 November 2021)

Te Pire mō te Hararei Tūmatanui o te Kāhui o Matariki/Te Kāhui o Matariki Public Holiday Bill (11 November 2021)

Electricity Industry Amendment Bill (17 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 are 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

Advisory Services

Employment Relations & Human Resources Consultants

Max McGowan
+64 27 241 4608
max.mcgowan@ema.co.nz
Auckland

Russell Drake
+64 21 686 621
russell.drake@ema.co.nz
Waikato

Nikki Iuli
+64 27 280 2261
nikki.iuli@ema.co.nz
Bay of Plenty &
South Waikato

Tarrin Terry
+64 27 398 7339
tarrin.terry@ema.co.nz
Bay of Plenty &
South Waikato

Chris Longman
+64 27 403 1788
chris.longman@ema.co.nz
Bay of Plenty

Sarah Selwood
+64 27 474 4954
sarah.selwood@ema.co.nz
Auckland

Murray Broadbelt
+64 27 4300 113
murray.broadbelt@ema.co.nz
Northland

Jason Tuck
+64 21 992 192
jason.tuck@ema.co.nz
Auckland

Bruce Lotter
+64 27 535 1469
bruce.lotter@ema.co.nz
Auckland

Clive Thomson
+64 27 437 2808
clive.thomson@ema.co.nz
Bay of Plenty &
South Waikato

Myriam Heynen
+64 21 920 414
myriam.heynen@ema.co.nz
Auckland

Ash Dixon
+64 21 265 909
ash.dixon@ema.co.nz
Auckland/Northland

Brent Torrens
brent.torrens@ema.co.nz
Auckland

Lisa Oakley
+64 27 573 5483
lisa.oakley@ema.co.nz
Auckland

Legal Team

Matthew Dearing
Managing Solicitor
+64 27 284 4042
matthew.dearing@ema.co.nz

Michael Witt
Senior Solicitor
+64 27 405 3359
michael.witt@ema.co.nz

Beverley Edwards
Senior Solicitor
+64 7 839 6223
beverley.edwards@ema.co.nz

Kent Duffy
Solicitor
+64 27 569 9307
kent.duffy@ema.co.nz

Ruthi Bommoju
Solicitor
+64 27 551 8565
ruthi.bommoju@ema.co.nz

Julie Hardaker
Special Counsel
+64 21 284 8618
julie.hardaker@ema.co.nz

Health & Safety Consultants

Geoff Brokenshire
+64 21 595 090
geoff.brokenshire@ema.co.nz
Bay of Plenty & Waikato

Brent Sutton
+64 27 590 5442
brent.sutton@ema.co.nz
Auckland

Keith Robinson
+64 27 278 7759
keith.robinson@ema.co.nz
Auckland

Linda Browne
+64 27 560 9131
Linda.browne@ema.co.nz
Bay of Plenty & Auckland

AdviceLine

Sean Hanna
AdviceLine Team Manager
0800 300 362

Sandamali Gunawardena
Employer Advisor
0800 300 362

Samantha Butcher
Employer Advisor
0800 300 362

Bethany Shepherd
Employer Advisor
0800 300 362

Waren Thomas
Employer Advisor
0800 300 362

Jess Husband
Employer Advisor
0800 300 362

Eric Cook
Employer Advisor
0800 300 362

Take advantage of these services and more with your membership.

Free call our team on

0800 300 362