Employer Bulletin

Our Weekly News Digest for Employers

Friday, 24 July 2020

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Cases

Employment Court: One Case

No employment relationship found in family arrangement

Mr Dillon challenged a determination of the Employment Relations Authority (the Authority) which found that he was not an employee of the Tullycrine Limited (Tullycrine) and therefore, was unable to pursue claims for unpaid wages for unjustifiable dismissal. The shareholders and directors of Tullycrine at the time were Mr Dillon's son, Mr Hayden Dillon and daughter in law, Mrs Lisa Dillon. The Authority found that the relationship was more in the nature of a partnership based upon the familial relationship between Mr Dillon, Mr Hayden Dillon and Mrs Lisa Dillon.

In 2010, Mr Hayden and Mrs Lisa Dillon discussed purchasing a farm with Mr and Mrs Dillon. They planned to run it as an agistment business, to which they would all contribute. Mr Hayden Dillon and Mrs Lisa Dillon provided the funding and the management expertise whilst Mr Dillon cared for the horses and was responsible for the day-to-day running of the farm. The family lived together with Mr and Mrs Dillon also agreeing to look after the Mr Hayden and Mrs Lisa Dillon's children. Tullycrine was incorporated with Mr Hayden Dillon and Mrs Lisa Dillon as directors and shareholders. The family hoped the agistment business would be successful so that Mr and Mrs Dillon could derive an income from it. Mr Hayden and Mrs Lisa Dillon covered the accommodation costs for the family. Although Mr and Mrs Dillon had savings, there was no expectation that they would contribute financially to the purchase of the property.

Mr Dillon made enquiries to Mr Hayden Dillon about wage payments, but Mr Hayden Dillon argued that Tullycrine could not afford to pay wages and suggested that Mrs Dillon apply for a WINZ benefit. Mr Dillon said that once Mr Hayden Dillon knew his mother was getting a benefit, he stopped promising wages and asserted that Mr and Mrs Dillon "*would get paid when Tullycrine could afford it*".

Tension grew in September 2011. Mr Dillon decided to buy weanlings to pinhook using funds from the Tullycrine account. Mr Hayden Dillon understood that Mr Dillon saw this venture as his own and took issue with this arrangement. Towards the end of 2011, Mr Hayden and Mrs Lisa Dillon and Mr and Mrs Dillon agreed to attend a meeting at the offices of Mr Hayden Dillon's solicitors. That meeting was in the nature of a mediation, which led to a written agreement signed by the parties. The agreement covered arrangements for the sale of yearlings. It also included the reimbursement of a payment made by Mr and Mrs Dillon to the Waikato District Council on any sale of the farm.

By early to mid 2017, Mrs Lisa Dillon and Mr Hayden Dillon were concerned with the financial position of the farm. They hoped to put a plan together which would support Mr and Mrs Dillon in their retirement. Options included Mr and Mrs Dillon staying on the farm but finding alternative employment or moving and finding employment elsewhere. In both cases, the family would still cover their living costs. However, by that stage, Mr Dillon had taken legal advice and claimed he was owed wages for the period during which the agistment business had been operating.

In the context for a family arrangement, the Employment Court (the Court) has recognised that there is a presumption of fact against an intention of creating legal relations. However, a family context does not necessarily prevent the finding of employment. Mr Dillon argued that the relationship was of employment because of the activities undertaken by Mr Dillon for the benefit of Tullycrine, business cards created, which described him as "*General Manager*", the control that Mr Dillon said Mr Hayden Dillon had over him and his lack of involvement in the financial arrangements of Tullycrine.

There are settled tests which the Court and the Authority use to determine whether the real nature of a relationship is that of employment. However, there are only a few cases in which a family arrangement is examined. There was no question that Mr Dillon performed "*work*" in the general sense of the word. He cared for the horses on Tullycrine's farm and attended to other farm work. When the agistment busines was not as successful as first thought to be, Mrs Lisa Dillon took steps to engage with other members of the family to discuss how the intended support for Mr and Mrs Dillon would happen.

The Court did not accept that Mr Hayden Dillon exercised control over Mr Dillon in the way that an employer would do over an employee. While evidence pointed towards Mr Hayden Dillon primarily handling the financial matters, it was not unusual given his business history. Furthermore, Mr Dillon did not need to get Hayden's agreement before he undertook various work on the farm and did not need to "*seek permission*" to take leave. The disputes that arose between 2011 and the end of 2017 were not about employment matters, but more so disputes between members of a family.

The Court held that Mr Dillon was not an employee of Tullycrine and therefore had no jurisdiction to deal with any of the legal issues between him and Tullycrine.

Dillon v Tullycrine Limited [[2020] NZEmpC 52; 28/04/2020; Judge Holden]

Employment Relations Authority: Five Cases

Authority determination not to order the removal to the Employment Court

Precise Limited (Precise) was an IANZ Accredited Laboratory which specialised in providing consultancy services including in asbestos testing and surveys, hazardous materials management, and methamphetamine testing. Mr Grigorovich commenced employment with Precise on 22 January 2018 as a Trainee HAZMET Consultant.

Mr Grigorovich claimed that he attempted to re-negotiate a new employment agreement with Precise. This was after a restructure process and was in retaliation of a disciplinary action taken against him by Precise. Following the raising of a disciplinary matter with Mr Grigorovich and a formal investigation procedure, Mr Grigorovich's employment was terminated for serious misconduct on 5 March 2019. Mr Grigorovich filed a Statement of Problem with the Employment Relations Authority (the Authority) on 2 May 2019 claiming unjustifiable dismissal and unjustifiable disadvantage.

Mr Grigorovich applied to the Authority seeking an order to have a matter removed to the Employment Court (the Court). Precise opposed the removal to the Court. Mr Grigorovich argued on the basis that the Authority Member who had been dealing with this matter firstly failed in their duty to treat Mr Grigorovich with good faith, which severely prejudiced his position. Secondly, that the Authority Member acted in bad faith by not ordering Precise to produce evidence regarding an alleged telephone harassment stating that it was outside of the Authority's jurisdiction. Thirdly Mr Grigorovich was not allowed to discuss "*false allegations*" made by Precise's counsel. Lastly, that the Court had proceedings before it which involved the same parties and involved similar or related matters.

Precise submitted that there was no important question of law likely to arise in this matter. The matter to be determined was in relation to an alleged personal grievance for unjustifiable dismissal. There was no public interest in having this matter to be removed to the Court. Precise argued that the other proceedings were for the Court to determine whether

to join another party to the proceedings and were not related to the substantive matter between the parties. It was submitted that this case was best suited for resolution with the use of the Authority's investigative process, rather than a formal adversarial process in the Court. Precise also argued that there were cost implications in the Court and that unnecessarily increasing the parties costs should be avoided if possible.

The Authority stated that the law and principles of unjustified dismissal are well established in the Authority. There was no important question of law likely to arise in the matter. There was no urgency in this matter nor were the issues of adequate public interest to be moved to the Court immediately. The matter that was already in the Court was in relation to the potential joining of a third party to the proceedings before the Authority. The issue in the Court was a procedural matter that would not affect the determination of the substantive matter before the Authority.

Though the Authority had the discretion to remove the matter, the Authority did not find that the grounds for removing the matter to the Court to have been satisfied. The Authority declined to order the removal of the matter to the Court.

Grigorovich v Precise Limited [[2020] NZERA 129; 25/03/2020; E Robinson]

Penalty imposed on employee for serious breach of record of settlement

Fusion Property Group Limited (Fusion) claimed that Ms Gower had breached obligations to pay settlement monies in relation to their Record of Settlement pursuant to section 149 of the Employment Relations Act 2000 (the Act). Fusion sought a compliance order, an award of interest, costs towards legal fees incurred raising their application and a penalty.

Clause 2.1 of the Record of Settlement stated that Ms Gower would pay $144,637.82 into a trust account of Fusion's solicitor. The Record of Settlement stated that Ms Gower would make this payment within two calendar months of the date the parties signed the Record of Settlement. The Record of Settlement recorded that Ms Gower accepted the sum represented losses incurred by Fusion as a result of her conduct.

The Record of Settlement was signed by both parties on 31 May 2019 and was certified by a Mediator pursuant to section 149 of the Act on 12 June 2019. The settlement monies were due to be paid 31 July 2019. Clause 2.4 stated that the terms in the Record of Settlement were to be confidential except in circumstances of Ms Gower not paying.

Section 137(1)(iii) of the Act provides the power for the Employment Relations Authority (the Authority) to order a party to comply with any terms of a settlement which section 151 of the Act provides may be enforced by a compliance order. Section 151 applies to any agreed terms of settlement enforceable by the parties under section 149(3) of the Act. Ms Gower did not dispute that she had breached the terms of the Record of Settlement. Fusion's application for the compliance order was granted.

Section 149(4) of the Act allows parties to seek to impose a penalty for a breach of a settlement. The imposition is discretionary and is generally imposed to penalise and to discourage others. A single breach for an individual could result in a penalty of up to $10,000 and up to $20,000 for a company.

Fusion argued that Ms Gower's breach undermined the integrity and security of settlements which are intended to give certainty and finality. Fusion also argued that Ms Gower was solely responsible for a knowing and repeated breach of the Record of Settlement plus the nature and extent of the loss and damage suffered by Fusion and the benefit to Ms Gower of retaining the settlement monies over an extended period. Ms Gower argued that she wanted to repay the settlement monies, but her financial situation was complicated and she wanted to make instalment payments.

The Authority noted that a penalty for this case was necessary to uphold the integrity of the full, final, binding and enforceable agreements allowed under section 149 of the Act. The level of penalty was determined by an assessment pursuant to section 133A of the Act.

The Authority found that Ms Gower's breach was not inadvertent, minor or technical. The Authority noted that Ms Gower signed the settlement agreement and was given an opportunity to take independent legal advice. It was argued that Ms Gower was aware of her obligations of the settlement agreement.

Ms Gower made repeated assurances to Fusion that she would pay, yet she made no payments. Ms Gower had described the financial difficulties she said impacted her ability to make payments, yet no evidence was provided supporting the claim. The Authority could not credit the claim without supporting evidence. This was deemed an irrelevant factor when assessing the appropriate level for the penalty. The Authority found a $6,000 penalty appropriate to the seriousness of the breach and harm caused. Ms Gower was also ordered to pay interest on the monies owed under the Record of Settlement not paid. Ms Gower was also ordered to pay $1,000 as contribution towards costs and the filing fee of $71.56.

Ms Gower was given 28 days from the determination to pay Fusion $144,637.82 pursuant to the Record of Settlement with interest, a $6,000 penalty, $1,000 to Fusion towards costs incurred and the filing fee of $71.56

Fusion Property Group Limited v Gower [[2020] NZERA 150; 15/04/2020; M Urlich]

Penalties imposed on employer for failing to pay suspension, wage and holiday payments

Mr Lacey was employed by McKenzie and Sons Ltd trading as the Lakehouse Restaurant (Lakehouse) in late 2015 as a chef until his employment ended on 6 March 2018. This determination dealt with Mr Lacey's claim for interest on the wage arrears and late holiday pay, as well as Mr Lacey's request for the Employment Relations Authority (the Authority) to impose a penalty on Lakehouse for breaches under the Wages Protection Act 1983 and the Holidays Act 2003. Mr Lacey's claim for holiday pay arrears was resolved privately shortly before the investigation meeting, though Mr Lacey's claim for interest on the holiday pay still stands.

Despite various attempts by the Authority, Lakehouse failed to file a Statement in Reply and was not present during the investigation meeting. The Authority was satisfied that Lakehouse was properly informed of this meeting and proceeded on in its absence.

The Authority found Lakehouse to have defaulted on the payment of wages to Mr Lacey during the two weeks period from 12 February to 26 February 2018, and from 27 February to 6 March 2018 when Mr Lacey was placed on suspension. The total of wage arrears owed was $2,550. There was no express clause in the individual employment agreement allowing for suspension without pay. Mr Lacey's evidence showed his lack of consent to be away from work without pay. The Authority held that the applicant was entitled to be paid for the hours he would have been working but for the suspension.

A claim for interest on the owed wage and holiday payments was also accepted by the Authority. The Authority noted that Mr Lacey should have been paid weekly in accordance with the agreement. As this was not the case, Mr Lacey was entitled to an award of interest on the $2,550 of wage arrears that he was deprived the use of. Moreover, at the end of his employment, Mr Lacey ought to have been paid his holiday pay entitlements under the Holidays Act 2003 of $12,389.16, he was also awarded interest on this sum. The Authority referred to the calculation of interest due to the Civil Debt interest calculator.

In addition, the Authority affirmed Mr Lacey's claim to impose a penalty on Lakehouse for its infringements of section 4 of the Wages Protection Act 1983 and section 27 of the Holidays Act 2003. The first one linked to the requirement of an employer "*to pay the entire amount of wages to an employee without deduction*". The latter involved Lakehouse's failure to pay Mr Lacey his "*annual holiday pay in the pay that relates to the employee's final period of employment*". A penalty of $4,000 was imposed on Lakehouse as the Authority found that the intentionality of the delay of payment in addition to the prolonged time period of two years for Mr Lacey to be without his entitlements, as well as severity of the damage or loss suffered by the applicant justified such penalty. The Authority distributed 75% of the penalty to Mr Lacey and the remaining 25% to the Crown's account.

Costs were also awarded, though not to the extent sought. The Authority determined that Lakehouse should pay a sum of $2,250 for legal costs and $284.31 for disbursement representing.

Lacey v McKenzie and Sons Ltd [[2020] NZERA 162; 23/04/2020; J Trotman]

Application to reopen an investigation declined

In December 2019, the Employment Relations Authority (the Authority) found there was no employment relationship between Mr Mukkamala and Mr Singh and therefore it had no jurisdiction to investigate Mr Mukkamala's claims. Mr Mukkamala applied to the Authority to reopen the earlier investigation completed by the Authority in December 2019. Mr Mukkamala's application was opposed by Mr Singh.

The Authority has a statutory discretion to order the reopening of an investigation on such terms as it thinks reasonable. This discretion must be exercised according to principle. This could include fresh evidence that was not reasonably available at the time of the original hearing or a significant statutory provision or authoritative decision has been inadvertently overlooked. Another principle is that there had been a miscarriage of justice. The applicant must establish that there would be an actual miscarriage of justice or at least a real or substantial risk of one if the determination were to stand.

Mr Mukkamala submitted that the Authority's investigation should be reopened as a significant and relevant statutory provision was overlooked, namely section 134(2) of the Employment Relations Act 2000 (the Act). Section 134(2) was also significant and relevant in light of the finding that Mr Singh was not Mr Mukkamala's employer. Mr Singh acted for Mr Mukkamala's employer, Savman Solutions Limited, and aided and abetted that company in breaching its employment agreement with Mr Mukkamala. Mr Mukkamala argued that there would be a real risk of a miscarriage of justice if Mr Mukkamala was not given the opportunity to be heard on the question of application of section 134(2).

Section 134(2) of the Act provides that every person who incites, instigates, aids, or abets any breach of an employment agreement is liable to a penalty imposed by the Authority. In the present case no allegation was made that Mr Singh had aided or abetted a breach of Mr Mukkamala's employment agreement. Nor was there any claim for a penalty against Mr Singh. At all material times Mr Mukkamala maintained that Mr Singh was his employer and sought compensation for unfair disadvantage and discrimination.

In these circumstances the Authority declined to reopen the Authority's investigation. There were no special circumstances warranting the reopening of the Authority's investigation. The Authority did not misapprehend the relevant law. Section 134(2) was not considered by the Authority because Mr Mukkamala did not raise it. The purpose of reopening a case is not an opportunity for an unsuccessful applicant to re-argue their case. Mr Mukkamala's application was declined.

Mukkamala v Singh [[2020] NZERA 193; 13/05/2020; J Trotman]

Breach of settlement agreement results in compliance order and penalty

Mr Wilson claimed that Battimamzelle Personal Concierge Limited ('Battimamzelle') failed to pay him an amount under a settlement agreement entered into under section 149 of the Employment Relations Act 2000 ('the Act'). Mr Wilson sought an order for compliance with the settlement agreement, a penalty for the breach of the settlement agreement and reimbursement of the filing fee.

Ms Odongo-Wadsworth, director of Battimamzelle, did not dispute that the amount of $1,100 under clause 3 of the settlement agreement was outstanding. This was to be paid within five working days of the Mediator signing the settlement agreement on 28 November 2019. Ms Odongo-Wadsworth proposed the money be paid to Mr Wilson by way of installments due to financial difficulties in paying the total amount. Information was provided as to the financial position of the company. This showed that there was no income generated for the most recent financial year, there was no money in the company bank accounts and there was no evidence to suggest Battimamzelle had other assets.

On the face of the financial information provided, the Employment Relations Authority (the Authority) considered an instalment arrangement to be appropriate. Battimamzelle was ordered to comply with clause 3 of the settlement agreement and pay the amount of $1,100 in seven weekly instalments.

Mr Wilson also claimed a penalty for the breach of the settlement agreement. The primary purpose of a penalty is to punish wrongdoing and deter future breaches of settlement agreements. There was one breach of the settlement

agreement by Battimamzelle, the maximum penalty for each breach by a company is $20,000. The Authority did not consider the breach to be inadvertent or negligent. While there were financial difficulties, the Authority noted that proactive steps should have been taken by Battimamzelle much sooner to advise Mr Wilson of this and propose payment in another manner.

Settlement agreements are designed to resolve employment relationship problems in a prompt manner, giving certainty and finality to the parties so that both parties can move on. The Authority noted that Mr Wilson did not have finality or certainty and he had not had the use of the money as agreed in the settlement agreement.

The Authority acknowledged that Ms Odongo-Wadsworth apologised and that other amounts agreed under the settlement agreement were paid. There was no information to show that Battimamzelle had been previously involved with the Authority or the Employment Court for this type of conduct. The Authority held that this was an appropriate case for the penalty to discourage Battimamzelle from engaging in conduct of this nature in the future. If settlement agreements are entered into, they must be complied with. The Authority needed to impose a penalty proportionate and consistent with other cases, taking into account the financial position of the company and the effect on Mr Wilson of the breach. The Authority considered $500 to be a suitable penalty and ordered this to be paid to Mr Wilson in three installments. Failure to make any payment would result in the full amount becoming due and owing. Battimamzelle was also ordered to pay Mr Wilson $71.56 for his filing fee.

Wilson v Battimamzelle Personal Concierge Limited [[2020] NZERA 176; 04/05/2020; H Doyle

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

Discipline

Full and Final Settlements

Annual Holidays

Employer News

Govt sets aside remaining $14bn in COVID Fund

The remainder of the COVID Response and Recovery Fund is being set aside to make sure New Zealand is in a strong position to fight whatever COVID-19 throws at the economy, Finance Minister Grant Robertson says.

"When we set up the COVID Response and Recovery Fund, the Government was clear that it was to be used for our response to keep New Zealanders safe and for immediate support to help the economic recovery.

"We are sticking to our word on this. We are investing money where it is needed to respond to COVID-19, and we are setting aside a significant sum of money to be used as needed in the future. This is the fiscally and socially responsible thing to do.

"As we look around the world, it is clear that this global pandemic is continuing to grow. In the face of this, and on-going uncertainty, now is the time to be cautious and keep our powder dry. Keeping debt under control, and supporting jobs and businesses are both important. We are committed to getting the balance right, to give New Zealand options," Grant Robertson said.

At Budget 2020, there was $20.2 billion remaining in the Fund to be allocated. The Government has since announced a number of important investments from the Fund, including $570 million for the COVID Income Relief Payment, an extra $700 million for the wage subsidy extension, and more than $300 million to keep supporting our health response including the $150 million for extra PPE announced at the end of June. There was just over $17 billion in the Fund at the start of July.

"Cabinet has agreed that further support for ongoing health, border and economic response measures will require about $3.2 billion, with announcements to be made before the House rises. This amount includes the $760 million already announced for Three-Waters reform.

"This will leave $14 billion in the COVID Response and Recovery Fund, which is now being set aside in the event, for example, New Zealand experiences a second wave.

"We are doing everything we can to keep COVID-19 at our border – nobody wants a second wave. The responsible course of action is to make sure we are prepared for the worst – to give confidence to New Zealanders that we will be able to continue to act swiftly and decisively in our ongoing fight against this virus."

"The Fund is not there to be used for any old project in the never-never. It is to provide support and stimulus to recover and rebuild from COVID-19."

New Zealand Government [20 July 2020]

Partnering to transform our agritech industry

An industry plan to transform and grow New Zealand's agritech sector was today launched by Economic Development Minister Phil Twyford and Agriculture Minister Damien O'Connor.

- The agritech sector is set to benefit from Government investment including:
- $11.4 million direct investment in implementing the Agritech Industry Transformation Plan, announced in Budget 2020,
- A share of $84 million of Sustainable Food & Fibre Futures funding brought forward to boost innovation to support the Fit for a Better World roadmap,
- Ongoing support from the Government's agritech Taskforce and existing government programmes.

"We want to grow a cluster of large agritech firms that can take on the world, and build on New Zealand's agricultural strength," Phil Twyford said.

"Our Government believes we can grow the agritech sector into a stronger economic contributor, increase agritech exports, and advance sustainable primary production in New Zealand."

The Agritech Industry Transformation Plan (ITP) sets out key actions to lift the productivity of the sector. It was co-developed with industry by a multi-agency agritech taskforce led by the Ministry of Business, Innovation and Employment.

Phil Twyford said key actions the Government is supporting include commercialising new products, and establishing a horticultural robotics academy. This is truly transformational work."

Damien O'Connor also today launched an industry-led report from industry association Agritech NZ, called Aotearoa Agritech Unleashed.

"Aotearoa Agritech Unleashed is a timely analysis of the agritech landscape in New Zealand's post-Covid-19 economy, and the opportunities to ensure the success of the Agritech ITP," Damien O'Connor said.

Aotearoa Agritech Unleashed recommends strategic opportunities for the sector to pursue:

- A strengthened commitment from the sector to the ITP as a joint government and industry strategic approach,
- Developing a Trans-Tasman agritech strategy,
- Maximising local adoption of New Zealand agritech.

"New Zealand agritech companies are creating innovative technologies and solutions that support our farmers, growers, beekeepers and fishers to create more value, and achieve greater sustainability," Damien O'Connor said.

"Innovation and investment in agritech will play an important part in delivering the Government's COVID-19 primary sector recovery roadmap Fit for a Better World."

Phil Twyford said both the ITP and Aotearoa Agritech Unleashed provide practical steps towards the vision for the sector, and highlight the opportunities for New Zealand agritech to solve challenges affecting the primary sector globally.

"I am also launching a refreshed Industry Strategy that takes account of the response to COVID-19. The development of Industry Transformation Plans remains critical to scaling up highly productive and internationally competitive firms," Phil Twyford said.

- The Government agritech Taskforce that developed the Agritech Industry Transformation Plan with industry includes representatives from: the Ministry of Business, Innovation and Employment; New Zealand Trade and Enterprise; Callaghan Innovation; the Ministry for Primary Industries; the Ministry of Foreign Affairs and Trade; and the New Zealand Venture Investment Fund. MBIE is the overall lead agency responsible for the development and execution of this ITP.
- The Aotearoa Agritech Unleashed report was published by Agritech NZ with the support of its members and MBIE. The research partners were IDC, Sapere Research Group and NZ Tech.
- Two other industry transformation plans for food and fibre sectors are in development:
- Te Uru Rākau is leading the development of the Forestry and Wood Processing ITP as part of the food and fibre priority area and MPI is leading the development of a food and beverage ITP.
- MBIE is leading the development of an Industry Transformation Plan for the digital sector and will soon embark on an ITP for advanced manufacturing. These plans are in addition to the Industry Transformation Plan for the agritech sector.

To read further, please click the link below.

 New Zealand Government [21 July 2020]

Expanding transitions support to thousands more tourism SMEs

A $10 million investment through the Tourism Transitions Programme will support up to 3,000 small and medium tourism businesses impacted by COVID-19 to get expert advice, Tourism Minister Kelvin Davis announced today.

Funding will be provided to the Regional Business Partners (RBP) network which will in turn link businesses to professional advice, at no cost. Eligible businesses will get up to $5,000 worth of advice and expertise to support business continuity.

"This investment means between 2,000 and 3,000 small and medium tourism businesses will get access to a wide range of expertise through the Regional Business Partners network," Kelvin Davis said.

This latest investment is part of the Tourism Transitions Programme, announced in Budget 2020, and complements the advisory services also being delivered by Qualmark under Tourism New Zealand.

Around 700 tourism business have registered for advice since the service started in May, with the majority seeking strategic planning advice, help pivoting to domestic products and services, and advice with digital capability.

"We developed the Tourism Transitions Programme because we received strong feedback from the sector that operators needed access to expert advice about the domestic market and how to adapt their business to suit the world they are now operating in," Kelvin Davis said.

"Many small tourism operators run a lean operation and have fewer than 20 employees. They have been hard-hit by the COVID-19 pandemic and wouldn't normally have access to marketing experts, financial advisers or other business experts.

"This programme helps businesses determine the best way forward and for some businesses, particularly the smaller ones, it has been the difference between staying open and closing.

"We're now investing in the RBP network because they have great working relationships with local and regional businesses which means we can get support to where it is needed faster.

"The business advisory services offered by Qualmark and RBP are running in tandem. We're expanding the programme to be able to capture a wider ranges of businesses, and to give tourism businesses greater flexibility to access advice," Kelvin Davis said.

 New Zealand Government [21 July 2020]

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: Eight Bills

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

New Zealand Bill of Rights (Declarations of Inconsistency) Amendment Bill (11 August 2020)

Taxation (Annual Rates for 2020-21, Feasibility Expenditure, and Remedial Matters) Bill (12 August 2020)

Overseas Investment Amendment Bill (No 3) (N/A)

Food (Continuation of Dietary Supplements Regulations) Amendment Bill (N/A)

Protected Disclosures (Protection of Whistleblowers) Bill (N/A)

Rights for Victims of Insane Offenders Bill (N/A)

Education (Strengthening Second Language Learning in Primary and Intermediate Schools) Amendment Bill (/NA)

New Zealand Superannuation and Retirement Income (Fair Residency) Amendment Bill (N/A)

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/

Full text of bills available at: http://www.parliament.nz/en-nz/pb/legislation/bills

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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