Employer Bulletin

Our Weekly News Digest for Employers

Friday, 25 September 2020

In this Issue

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Cases

Employment Court: One Case

Former employer and employee's applications both accepted

The Employment Relations Authority (the Authority) issued a determination on 28 January 2020 resolving HST's personal grievance claims against her former employer, KAG.

The Authority's decision recorded that HST alleged constructive dismissal, unjustified action causing disadvantage, discrimination, breach of contract and breach of the duty of good faith. The Authority assessed all of those claims and concluded that KAG acted in an unjustified manner causing disadvantage to HST. KAG was ordered to pay $14,000 to HST pursuant to section 123(1)(c)(i) of the Employment Relations Act 2000 (the Act). All of the other claims were dismissed.

The Authority issued a costs determination on 22 April 2020 in HST's favour. That determination ordered KAG to pay HST costs of $10,000, to reimburse her for filing fees and a hearing fee totalling $531.55. KAG did not challenge the costs determination within time and applied for a stay to the Employment Court (the Court) for an extension of time to do so. The application for stay was prompted by a demand from HST for payment.

KAG argued that paying the determination for costs had financial consequences if compelled to satisfy the Authority's determination. KAG referred to the economic uncertainty caused by the COVID-19 lockdown and its impact on the company's cashflow.

KAG's challenge encouraged HST to apply for an extension of time in order to pursue their unsuccessful claims of the substantive determination. HST candidly acknowledged that, since KAG had filed a challenge, HST wanted to do the same.

The Court has discretion to extend the time in which a challenge may be filed. The discretion is broad, but it must be exercised in a principled way and in the interests of justice. The reason HST provided for the delay was inadequate.

HST changed her mind about not wanting to challenge simply because KAG challenged the costs determination. The Court noted that a change of mind would not usually be a sufficient reason to justify an extension of time.

The Court also noted that the delay was lengthy, and the challenge was only applied two months after the time to challenge as of right expired.

The Court then considered whether there would be any prejudice to KAG. KAG challenged the costs determination and the Court stated that what would likely ensue would involve a consideration of HST's entire employment and would almost certainly be connected to the claims HST wished to pursue. This factor, the Court noted, pointed towards granting the application but would probably be outweighed by the lengthy delay.

Another factor was that KAG, by opposing HST's application, had placed itself in an awkward position. KAG sought an extension of time for its own purposes while it opposed HST seeking an application for an extension of time.

The Court determined that the conclusion would not be consistent with equity and good conscious to deny HST's application while accepting KAG's application for a related challenge. The Court granted HST to file a Statement of Claim within 14 days of this judgment. Costs were reserved.

HST v KAG [[2020] NZEmpC 122; 10/08/2020; Judge Smith]

Employment Relations Authority: Four Cases

Authority held personal grievance to be raised within 90-day limit

Ms Young was made redundant in November 2018 after her former employer, Spotless Facility Services (NZ) Limited (Spotless), was unsuccessful in retaining an outsourcing contract. In January 2019, Ms Young raised a personal grievance about the restructuring process as well as her redundancy payment. Spotless objected to the Statement of Problem on the basis that the personal grievance had not been raised within the 90-day time limit. The parties agreed that the question may be resolved by the Employment Relations Authority (the Authority).

Section 114(1) of the Employment Relations Act 2000 (the Act) requires any person wishing to raise a personal grievance to do so within 90 days of when the action giving rise to the grievance occurred or when it came to the notice of the employee. Section 114(2) sets out what constitutes the raising of a personal grievance. In this case, the personal grievance was first raised by Ms Young in a telephone call to Spotless on 15 January 2019, followed by a letter on 4 February 2019. The letter detailed concerns about the accuracy and timeliness of information, and how and when Ms Young's employment would come to an end. It also detailed concerns about the calculation of the redundancy payment and leave entitlements.

Spotless said that these communications did not outline a personal grievance in the terms set out in Ms Young's Statement of Problem. Further, the concerns raised in the communications were not expressed sufficiently to constitute a personal grievance. In response, the Authority identified that sections 122 and 160(3) of the Act made it clear that the Authority is not bound by the technicalities of the Statement of Problem. The issue was therefore whether a personal grievance of any type was raised. The Authority determined it was clear from the communications that Ms Young's concerns about her redundancy payment and leave entitlements were adequately raised. Her concerns about the consultation process were less clearly stated but in the Authority's view, were expressed with enough detail for Spotless to respond.

It then needs to be determined whether the events that gave rise to the personal grievance occurred, or came to Ms Young's notice, within 90 days prior to the grievance being raised. Most of the events constituting the complaints about the consultation process were not raised within this period. Ms Young presented two arguments that identified her dismissal on 26 November 2018 as the event giving rise to the personal grievance. The time frame for Ms Young to raise her personal grievance ran from the last event in the restructuring process, being her termination of employment.

The Authority stated that a Statement of Problem could not be amended to retrospectively raise a personal grievance. The Act requires a personal grievance to be raised in accordance with section 114. This was because of the requirement that the grievance was raised in accordance with section 114 of the Act. The letter sent on 4 February dealt with the consultation process but did not clearly set out Ms Young's concerns regarding her dismissal. In fact, it was implicit that Ms Young accepted the validity of her dismissal as she accepted she was entitled to a redundancy payment. The Authority

concluded that Ms Young raised a personal grievance within the requisite 90-day period. Further, the Authority determined that Spotless's response to the personal grievance in the letter sent on 4 February amounted to consent to the late raising of the personal grievance outside of the 90-day period. Spotless' response was an affirmative action that engaged in the substance of the personal grievance in an attempt to actively resolve it.

The Authority determined that Ms Young was successful in her application and was allowed to have the matter resolved in the Authority.

Young v Spotless Facility Services (NZ) Limited [[2020] NZERA 270; 06/07/2020; P van Keulen]

Dismissal over the telephone held to be unjustifiable

Mr Sciascia had been employed by Wholesale Cars Direct (2017) Limited (Wholesale Cars) and/or a related company, Wholesale Cars Direct 4 X 4 Limited, for ten years prior to the termination of his employment in December 2017. Mr Sciascia claimed he was unjustifiably disadvantaged by the actions of Wholesale Cars and unjustifiably dismissed.

On 19 December 2017, Mr Sciascia claimed he was sent home from work and thereby unjustifiably disadvantaged. He had returned to work on 18 December 2017 following a period of 13 days' annual leave. Mr Sciascia claimed the General Manager of Wholesale Cars, Mr Smith, briefed him on system changes that had been made to Mr Sciascia's role in his absence and told him he was expected to *"hit the ground running"* with those changes. During the course of Mr Sciascia's first day back at work, Mr Smith advised him of two instances where he believed Mr Sciascia had not followed the new protocols and reminded him of the importance of getting things right quickly.

Mr Sciascia alleged on his second day back at work, Mr Smith called him to his office and shouted at him over an incident where he perceived Mr Sciascia had not acted quick enough in contacting a customer. Mr Sciascia claimed that Mr Smith and the Assistant General Manager, Mr Bottrill, criticised his work performance, refused to allow him to respond and eventually told him to go home and sort his head out.

Mr Bottrill denied the account of the meeting and claimed instead that Mr Smith was concerned for Mr Sciascia as he was not as focused as he normally was and asked whether he needed time to clear his head. Mr Bottrill claimed Mr Sciascia had agreed and appreciated the time to go home and unwind. An email from Mr Smith to Mr Bottrill submitted in the Employment Relations Authority's (the Authority) investigation referred to the meeting and stated that Mr Smith chose to suspend him that day. The Authority found that this supported Mr Sciascia's version of events, namely that he was suspended.

The general rule for a suspension to be justifiable is that there must be an express provision in the employment agreement sanctioning suspension. Mr Sciascia's employment agreement provided that he could be suspended while allegations against him were investigated or where he was suffering from a condition, illness or injury that meant he posed an immediate risk to himself and/or others. Even if Mr Sciascia's performance of his duties were slower or arguably lackluster, it could not be classified as serious misconduct. Nor was there any suggestion that Mr Sciascia posed an immediate risk to himself or others. As a result, the Authority found that the suspension was unjustifiable.

After being ordered to leave the workplace, Mr Sciascia went home and turned off his phone. When he turned it on later that afternoon, he saw an email Mr Young had sent to him. The email was critical of Mr Sciascia's performance and stated that he should think about whether the job was for him or not. Further, the email offered for Mr Young and Mr Sciascia to meet in early January 2018 to discuss his future at Wholesale Cars. Mr Smith called Mr Sciascia that evening to discuss the email and informed Mr Sciascia that Mr Young had changed his mind since sending the email and was no longer amenable to working things through. Mr Smith advised Mr Sciascia to look for a new job as Mr Young was no longer interesting in managing the employment relationship.

Mr Smith turned down Mr Sciascia's request to be able to work for the next to two weeks, advising him that there was no work for him, and that it was the end of an era with Wholesale Cars. Mr Sciascia said at that moment he realised he had been dismissed. The Authority agreed that Mr Sciascia had indeed been dismissed after the telephone call with Mr Smith. There was no attempt at a fair process by Wholesale Cars, therefore the dismissal was unjustified. Wholesale Cars was ordered to pay Mr Sciascia $16,806.37 in lost wages and $15,000 for hurt and humiliation.

Sciascia v Wholesale Cars Direct (2017) Limited [[2020] NZERA 262; 29/06/2020; T MacKinnon]

Employee claimed employer fraudulently produced resignation letter then refused to provide work

Mr McCormick began employment with Pacific Auto Parts Limited (Pacific Auto) on 4 April 2019 as a truck driver. Mr McCormick claimed unjustifiable disadvantage by Pacific Auto or by the Managing Director, Mr Rahimi. Mr McCormick sought wage arrears, 13 weeks' lost wages, compensation for hurt and humiliation, and costs. Pacific Auto denied the claims and challenged Mr McCormick's version of events over when employment was terminated and by whom.

The Employment Relations Authority (the Authority) had to determine whether Mr McCormick's employment was permanent or fixed term, whether Pacific Auto refused to provide work, whether Mr McCormick was dismissed, and whether he was owed wages. During the Authority's investigation meeting, there was a stark contract in evidence given by the parties. Many of the issues requiring determination involved finding as to credibility. The Authority was required to determine, with the onus of proof being the balance of probabilities, which version of event was more likely than not. The Authority used a common-sense approach to assess whether the evidence provided was consistent, reasonable, plausible, and probable.

Mr McCormick was off work from 14 June 2019 to 18 June 2019, caring for his child. Mr McCormick alleged Mr Rahimi refused to give him work for a month and said he had *"let the company down"* upon returning to work. A copy of a resignation letter, allegedly presented by Mr McCormick on 19 June 2019 during a discussion with himself and Mr Rahimi upon his return to work, was presented to the Authority. Mr Rahimi said Mr McCormick allegedly apologised for resigning, stating family issues. Mr Rahimi allegedly said it was not a problem and that the permanent employee would be returning soon, and to be in touch should his circumstances change as there may be another truck and possibility for work for Mr McCormick. Mr McCormick denied giving a resignation letter. He had a resignation letter in his locker but never presented it to Pacific Auto. He claimed Pacific Auto went through his locker, took the letter out and confirmed this was his resignation. Mr McCormick sent Mr Rahimi a text preceding the discussion on 19 June 2019 stating he did not want to resign. The Authority did not find Mr McCormick's events to be credible and Pacific Auto's version was preferred. Mr McCormick was held to have resigned during the discussion, the Authority felt the subsequent text message was a change of mind depending on Pacific Auto's approval. Pacific Auto had no obligation to provide work after employment ended.

The Authority needed to determine whether Mr McCormick's employment was permanent or for a fixed term. Initial evidence provided stated Mr McCormick did not have an employment agreement. Mr McCormick claimed that after his trial period finished on 3 July 2019, he was a permanent employee. Pacific Auto alleged that Mr McCormick was employed on a fixed term agreement covering a period of leave, a copy of the employment agreement was provided and was to end when the permanent employee returned to their role. Mr McCormick did not deny receiving, signing and returning a copy on 3 April 2019, but stated he was not given a copy. He claimed he was never told that he would only be filing the role temporarily. The Authority accepted Pacific Auto's version as copies of two advertisements for recruitment were provided, stating the position was temporary and for two to three months, possibly longer.

Further, Mr McCormick was in contact with his manager regularly preceding his resignation. Mr McCormick was aware that the permanent employee had returned to work. There was no raising of concerns that Mr McCormick was being unfairly deprived of work. The absence of complaints reinforced the Authority's view that Mr McCormick always understood the role was temporary. Even if it were not, Mr McCormick had freely resigned. His claim of unjustified dismissal was therefore denied.

Mr McCormick received his final payment on 10 July 2019 which included holiday pay accrued between 4 April 2019 and 19 June 2019. Mr McCormick alleged Pacific Auto unfairly withheld payment of accrued holiday pay for three weeks. Pacific Auto accepted that he was paid his annual leave entitlement. The Authority was unwilling to award any remedies to the matter and added that Mr McCormick was paid his holiday entitlement and that no wages were owed. Nothing was shown suggesting Mr McCormick was impacted by the delay, or that the delay was deliberate, even if it were it occurred outside of employment, the unjustifiable disadvantage claim was denied.

No evidence was given to prove whether Pacific Auto paid Mr McCormick for work on 14 July 2019 and was ordered to pay wages at the rate of $18.25 per hour plus holiday pay if not paid already.

Costs were reserved.

McCormick v Pacific Auto Parts Limited [[2020] NZERA 363; 09/09/2020; M Ryan]

Flawed redundancy procedure led to unfair dismissal

Mr Saunders worked for Noel Leeming Group Limited (Noel Leeming) from late 2017. Mr Saunders was off work almost entirely from 18 December 2018 until 31 March 2019 due to an accident away from work. A discussion was had with Mr Saunders when he returned regarding overpayments while he was off work. This was estimated to be $14,900. No agreement was reached regarding repayment as a result of that discussion. Mr Saunders was made redundant and his employment ended 16 November 2020. The parties went to mediation but were unable to resolve the overpayment issue. Noel Leeming sought a declaration that Mr Saunders breached his implied duty of fidelity and an order that he repay the overpayment in full and on reasonable terms. No penalties were sought.

A manager from Noel Leeming noticed a discrepancy in a pay report around the time Mr Saunders returned to work. Payroll then confirmed that Mr Saunders had been receiving his regular salary in addition to ACC payments during his absence. Mr Saunders claimed he was unaware he was receiving both his salary and ACC payments. Mr Saunders said he had spent the money and offered to repay $100 per month, which was rejected. Mr Saunders disputed a small portion of the overpayment, which Noel Leeming agreed to re-check, and then found a total overpayment of $14,768.54 net owed. Noel Leeming claimed the overpayment was due to the pay system not being updated to reflect ACC payments. Noel Leeming asked for full payment within two months or a repayment plan of $1,000 a month deducted from Mr Saunders' salary. No agreement was made.

Employees owe an implied term of duty of fidelity to their employer. Noel Leeming claimed Mr Saunders breached this duty by failing to act in an honest and truthful way when he was aware, or ought to have been aware, of the overpayment. The Authority found no evidence to suggest Mr Saunders was aware of the overpayment. Mr Saunders claimed he believed he was due commission on some big projects which had come to fruition whilst away, thinking he was paid commission and not salary. He believed he was entitled to the money and did not think Noel Leeming would make a mistake as he had been providing medical certificates to his manager. Mr Saunders provided documentation of two different types of incentive schemes, one which paid monthly. Noel Leeming argued Mr Saunders was not entitled to commission payments as he had not met the criteria. Employees were required to be at work to earn commission. The document however, provided payments pro-rated in the event of absence.

The Authority noted that Noel Leeming chose not to take disciplinary action against Mr Saunders when it discovered the overpayment and discussed it with Mr Saunders. Despite wanting a re-check over minor aspects, Mr Saunders admitted the overpayment and offered to repay. Noel Leeming believed Mr Saunders had an obligation to bring the overpayment to Noel Leeming's attention but chose not to. Mr Saunders said he did not have access to the employment online pay slips, was on heavy medication and hospitalised for complex surgery. The Authority did not find that Noel Leeming adequately established their claim that Mr Saunders breach his duty of fidelity.

Noel Leeming claimed that Mr Saunders received payments he was not entitled to, was unjustly enriched and should be deprived of it, by paying it back. The Authority has jurisdiction to determine overpayment claims. Mr Saunders admitted overpayment and offered to repay. Noel Leeming claimed the mistake was caused by Mr Saunders' failure to fill out timesheets recording his leave. The Authority was not satisfied that Mr Saunders was at fault or that the fault was entirely his. Mr Saunders stated that he sent medical certificates to his manager and was liaising with the administrator as requested. Though Mr Saunders claimed it would be financially difficult to make repayments, no information regarding his financial position was given, despite being directed to do so by the Authority.

Mr Saunders had claimed he could only pay $50 per month, which would take around 25 years to repay. No evidence was provided that Mr Saunders had found other employment, presumably receiving 80% of his former income with Noel Leeming in respect to ACC payments. The Authority attempted to balance what was known of Mr Saunders' circumstances with the undesirability of an instalment plan which would run over decades. The Authority ordered Mr Saunders to pay Noel Leeming $14,768.54 with instalments of $200 per month until the sum is paid.

The Authority did not find a breach of the implied duty of fidelity but did order repayment of the overpayment. The parties were encouraged to reach an agreement on costs.

Noel Leeming Group Limited v Saunders [[2020] NZERA 361; 04/09/2020; N Craig]

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

Employment Relations Act 2000

Restructuring and Redundancy

Discipline

Suspension

Personal Grievances

Employer News

Daylight Savings

A reminder that daylight saving commences this weekend when the clocks are put forward one hour at 2am on Sunday morning.

If you have employees working a shift spanning this time period and they work less hours than they normally would because of the time change, they are entitled to be paid an amount for the hours they would otherwise have worked.

 Time Act 1974

Eligibility expanded for COVID-19 leave support

The expanded scheme will cover:

- People who have COVID-19 like symptoms and meet the Ministry of Health's criteria and need to self-isolate while awaiting the results of a COVID-19 test.
- People who are directed to self-isolate by a Medical Officer of Health or their delegate or on advice of their Health Practitioner, even if they do not have symptoms or have returned a negative test.
- Many people who have COVID-19 like symptoms working in health, disability, and aged care sectors who should get tested and stay home while waiting for their results.
- The parent or caregiver of a dependant who is directed to self-isolate and needs support to do so safely.

Eligibility criteria for the COVID-19 Leave Support Scheme is expanding to support more workers say Workplace Relations and Safety Minister Andrew Little and Social Development Minister Carmel Sepuloni.

"The COVID-19 Leave Support Scheme has been effective in supporting workers to self-isolate and break the chain of transmission for the virus. We have continued to review the scheme, to make sure that it is providing support where needed," says Andrew Little.

"We are now making improvements to the scheme, to cover those who have been told or recommended to self-isolate and can't work from home. We want them to do the right thing, get a COVID-19 test and stay away from work. The period of subsidy will also be matched to the general two week self-isolation requirement.

"We expect the scheme will be needed for some time yet and for this reason further changes are being considered as we seek to refine the scheme to ensure it provides the best possible support," Andrew Little says.

More information on the expanded eligibility criteria, and who can access the Leave Support Scheme is available on the Work and Income website.

Payments for the scheme will now cover a two-week period – the amount of time most people are required to self-isolate for. If a longer period of self-isolation is required, employers can apply for a further two week payment. The weekly rates of the scheme will remain at $585.80 for full-time workers and $350 for part-time workers. Other existing features of the COVID-19 Leave Support Scheme remain the same.

"One of our lines of defence is to self-isolate and test, and break the chain of transmission. We know many workers may feel pressure to continue working, even if symptomatic. Expanding the eligibility criteria means these workers will be able to continue to receive an income and maintain their employment connections," says Carmel Sepuloni.

The changes will come into effect from Monday 28 September, and will continue to be administered by the Ministry of Social Development. Applications made up until the changes come into effect will continue to be processed and approved.

"Employees and employers should continue to work together to identify if employees are eligible for the support, and agree what their leave and pay arrangements will be during the self-isolation period," Carmel Sepuloni says.

New Zealand Government [22 September 2020]

Seasonal work visa available to more people

The Government is putting in place a range of immigration policy changes to help fill labour shortages in key industries while ensuring New Zealanders, who have lost jobs due to COVID-19, have the chance to find new employment.

"Two key sectors we are moving to help are horticulture and wine growing. These sectors are among a range of industries performing critical roles in supporting New Zealand's COVID economic recovery and generating vital export earnings. So, it's important we support them to keep going, while ensuring that, where there are job opportunities, New Zealanders are given a fair chance at filling them," Minister of Immigration Kris Faafoi said.

"This season we expect more Kiwis, who have lost jobs due to COVID-19, will be available to work in these sectors, but it is likely there will be a shortfall of workers as these industries have often relied on migrants for their seasonal peaks," Kris Faafoi said.

"Therefore, people in New Zealand with expiring working holiday visas will be able to stay here to fill short-term horticulture and viticulture roles," Kris Faafoi said.

The Supplementary Seasonal Employment (SSE) visa will be automatically given to around 11,000 working holiday visa holders in New Zealand with visas expiring between 1 October 2020 and 31 March 2021. These visas will allow them to work in horticulture and viticulture roles, where there are not enough New Zealanders available to do this work.

Employers can take on these workers when there are unfilled Recognised Seasonal Employer (RSE) scheme spaces with an RSE employer, or there are unfilled roles available with an accredited SSE employer

Employers will also be able to take on SSE workers for roles in regions specified on a list which the Ministry of Social Development is currently compiling.

Government changes will also enable other work visa holders to apply for an SSE visa if they have a job offer from one of these employers or if the job is on the Ministry of Social Development list.

In addition, all RSE scheme workers stranded in New Zealand who have been granted a more flexible limited visa to be able to work part-time and do non-RSE work will be able to 're-enter' the RSE scheme and work for an RSE employer with 30 hours per week average pay guaranteed.

Kris Faafoi said the changes would help fill roles that cannot be filled by New Zealanders in the short term, while the industry works on other solutions.

These policy changes are a good balance between meeting the labour needs of these industries and ensuring good jobs for Kiwis who are looking for work as a result of COVID-19, he said.

"While unemployment is increasing due to the pandemic's disruption, a lot of this is occurring in urban centres away from seasonal work. Without these visa changes, there will not be enough people in the right locations to ensure fruit and produce is picked in time to ensure that flow-on economic recovery benefits protect other New Zealand jobs."

To read further, please click the link below.

New Zealand Government [22 September 2020]

Building business strength with digital tools

New training and tools for digital commerce will give small businesses, especially in the tourism sector, the support they need to adapt and innovate in a COVID world.

Tourism Minister Kelvin Davis and Small Business Minister Stuart Nash have announced details of how $20 million digital capability funding set aside earlier this year will be allocated.

The $20 million package includes:

$10 million specifically for SMEs, announced in Budget 2020.

$10 million announced in August as part of the Tourism Recovery Package: $5 million to boost digital capability in the tourism sector through existing digital enablement programmes, and $5 million for Qualmark to help operators develop strategies and skills.

"Recent Qualmark analysis of 700 tourism businesses found more than half needed support with digital capability. This investment in digital tools and training will help tourism businesses develop digital strategies, increase their visibility and appeal, and tap into new markets," Kelvin Davis said.

To read further, please click the link below.

New Zealand Government [24 September 2020]

Privacy Act 2020

Privacy Act 2020 ('the new Act') replaces the Privacy Act 1993 ('the old Act'), taking effect from 1 December, 2020.

The new Act modernises New Zealand's privacy legislation in line with internationally recognised privacy standards. It retains the current twelve Information Privacy Principles and provides a framework for protecting an individual's right to privacy of personal information. The new Act promotes early intervention and risk management. It strengthens compliance by enhancing the role of the Privacy Commissioner ('the Commissioner' and introduces a regime whereby the Commissioner must be notified of privacy breaches.

Please click the link below to read EMA's guide on the Privacy Act 2020.

EMA [25 September 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: 13 Bills

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

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

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

Insurance (Prompt Settlement of Claims for Uninhabitable Residential Property) Bill (N/A)

Child Support Amendment Bill (N/A)

District Court (Protection of Judgment Debtors with Disabilities) Amendment Bill (N/A)

Arms (Firearms Prohibition Orders) Amendment Bill (No 2) (N/A)

Oranga Tamariki (Youth Justice Demerit Points) Amendment Bill (N/A)

Crown Pastoral Land Reform Bill (N/A)

Electoral (Integrity Repeal) Amendment Bill (N/A)

Land Transport (Drug Driving) 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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