Employer Bulletin

Our Weekly News Digest for Employers

Friday, 2 July 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: Five Cases

COVID-19 pressures did not negate employer obligations of good faith

RQ Limited (RQ) is a marketing business which employed CC in June 2017 as a full-time Senior Account Manager. In late 2019, RQ reduced staffing to address underperformance in the business. Despite CC's position being under scrutiny, it was retained. In March 2020, CC offered her resignation as her partner was offered a job opportunity overseas, however due to the emerging COVID-19 crisis, the job offer was delayed and on 17 March 2020, CC requested to withdraw her resignation.

SG, RQ's Managing Director and Owner responded to CC's request on 18 March 2020. SG noted that RQ had just applied for the 12-week government wage subsidy (the wage subsidy) and that he could not rescind the resignation until he had assessed the businesses finances further.

On 30 March 2020, SG phoned CC indicating that he would rescind her resignation. SG then forwarded an email to all employees, including CC, regarding an update on RQ's situation and options for employees. Two options were put to staff which included either voluntary redundancy or leave without pay. Both options allowed employees to receive the wage subsidy that was being provided at the time by the Ministry of Social Development through Work and Income.

There were some exceptions offered to CC. The first was that if she opted for voluntary redundancy, she could be re-hired as a contractor. If CC opted for option two, CC would be paid 100 per cent of her normal pay to the end of April 2020 and then CC would be on leave from 1 May 2020. During this time, CC would receive the wage subsidy for six weeks. SG also stated that should RQ need to make her redundant while on leave without pay, no notice would be provided.

CC explained her concerns to SG regarding the second option, in saying that it was more of a part paid leave situation, therefore she should still accumulate leave in that period. She claimed that if she were made redundant following the wage subsidy, the redundancy obligations under her employment agreement would still apply. SG was not happy with CC's feedback, as they felt that CC was getting a benefit that other employees were not receiving. SG concluded that as they could not agree to an option and that CC would be made redundant.

During the Employment Relations Authority's (the Authority) investigation, it was clear that SG was targeting CC because he felt that by not accepting the second option, CC was seeking a significantly better deal that other employees.

The Authority acknowledged the circumstances RQ was facing at the time, as it was in the peak of the nationwide lockdown. The Authority acknowledged that at worst, SG was naïve in understanding his obligations, as he failed to seek legal advice on their proposed options, but that he appeared genuine in his attempts to find options to retain his employees. The Authority decided that irrespective of the business climate RQ was in, its obligations regarding a fair process still applied and RQ's failure to consult with CC before deciding on redundancy was not what a fair and reasonable employer could have made in the circumstances. Therefore, CC had been unjustifiably dismissed.

CC was awarded $14,880 in lost wages and $18,000 for hurt and humiliation. Parties were encouraged to agree on costs themselves.

CC v RQ Limited [[2021] NZERA 190; 07/05/2021; D Beck]

Failure to support a worker's ongoing employment led to an unjustified dismissal

Mr Kim was employed by Dollar King Limited (Dollar King) as a Retail Store Manager from 11 September 2018 to 9 February 2020. Mr Kim claimed that he was dismissed and argued that Mr Lee, Dollar King's sole Director and Shareholder also aided and abetted in breaching his employment agreement. Dollar King had denied Mr Kim's claims.

The allegations against Dollar King were partly influenced by Dollar King's inability to support the renewal of Mr Kim's employer-assisted work visa. In December 2019, a penalty was awarded against Dollar King for breaching the Holidays Act 2003. The impact of this decision resulted in Immigration New Zealand issuing an automatic stand down preventing Dollar King from supporting any more visa applications, including the renewal of any existing applications.

Dollar King was informed of this on 7 January 2020, in a letter from the Ministry of Business, Innovation and Employment (MBIE). That same day, Mr Kim had made an application to renew his employer assisted visa, which was due to expire on 12 February 2020. On 17 January 2020, Mr Lee and Mr Yoo, Dollar King's Chief Financial Accountant, met with Mr Kim for what they considered an "*information sharing*" meeting. The purpose of the meeting was not explained to Mr Kim prior, and he was not invited to seek representation.

Mr Kim was advised in that meeting that MBIE's letter had impacted Dollar King, and that Mr Kim's recent visa application could not be supported. Mr Kim was also informed that Dollar King was in the process of challenging Immigration New Zealand's stand down. Mr Kim alleged that Mr Yoo then recommended he immediately seek alternative employment without providing him with any other options.

Mr Kim claimed that he left the meeting feeling that Dollar King could not guarantee his ongoing employment following the expiration of his visa. This view was enforced by a letter Mr Kim received on 30 January 2020 from Immigration New Zealand, indicating that Dollar King was unable to support his visa application. Mr Kim claimed that his only option was to resign. He claimed that he had been "*sent away*" and effectively dismissed. After discussing his resignation with Mr Yoo, Mr Kim then resigned via email on the 11 February 2020 and indicated that his last day of employment would be on 9 February 2020.

Mr Lee and Mr Yoo's accounts of the meeting on 17 January 2020 differed. They felt that they had assured Mr Kim that Dollar King would assist him in getting an interim visa, and if not, that they then recommended he seek alternative employment. Mr Yoo alleged that he had stressed that the best option was for Mr Kim was to stay working for Dollar King while they worked together to resolve the situation.

Mr Kim sought a contribution towards legal expenses for a visa extension application he had to cancel. He also requested reimbursement of costs relating to another situation in which he felt he had been forced to relocate and work in Nelson under a trial period. Mr Kim had raised concerns with Dollar King in regards to this arrangement because his visa required him to work in Auckland.

Following a conversation with Mr Kim, Mr Lee agreed to reimburse Mr Kim for the secondment in Nelson, but did not agree to reimburse costs of legal expenses for the visa application. During this exchange, Mr Lee expressed sorrow at Mr Kim resigning but did not attempt to dissuade him. In March 2020, Mr Kim again requested the reimbursement of costs

for his legal expenses. Furthermore, he informed Mr Lee that he had been advised that his dismissal could be considered unjustified. Mr Lee rejected his assertions.

The Employment Relations Authority (the Authority) determined that Mr Kim had been unjustifiably dismissed and disadvantaged, and that Dollar King had not acted as a fair and reasonable employer. Mr Kim had not been assured of ongoing employment or remuneration, and Dollar King had not effectively communicated alternative options.

The Authority ordered Dollar King to pay Mr Kim $20,769.23 in lost wages, $15,000 compensation and $3,894 as contribution towards legal costs for obtaining a new work visa. Parties were encouraged to come to an agreement on costs.

Kim v Dollar Kim Limited [[2021] NZERA 189; 07/05/2021; D Beck]

Penalties sought for breach of settlement agreement

Mr Kang alleged he was unjustifiably dismissed by Saena Company Limited (Saena Company) where he worked from 16 September to 21 October 2019. He also claimed he was unjustifiably disadvantaged, and that Saena Company failed to provide him a written employment agreement, breached its statutory duty of good faith, and did not maintain employment records. He asked the Employment Relations Authority (the Authority) to impose penalties on Saena Company for the breaches. Saena Company denied the claims and sought payment of compensation for emotional and financial losses and a letter of apology from Mr Kang for reputational damage.

Mr Kang and Ms Chung, his wife both worked for Saena Company. On 21 October 2019, Ms Chung became embroiled in a heated discussion with Ms Won, who was the wife of the sole Director and Shareholder, Mr Hwang. The argument ended with Ms Chung being invited to leave the premises. Shortly after the altercation, Mr Hwang told Mr Kang to leave the premises, which he did. Mr Kang formed the view that he had been dismissed when Mr Hwang asked him to leave. Mr Kang felt that this was confirmed when he received a text message from Mr Hwang advising Mr Kang about going their separate ways.

The following day, the pair spoke on the telephone and Mr Hwang asked Mr Kang to return to work. There were further discussions on 23 October 2019, and Mr Kang was offered a written employment agreement but they could not agree on the terms of employment and Mr Kang did not return to work for Saena Company.

Mr Kang had the onus of proving the dismissal. Following that, the Authority needed to determine whether it was reasonable for Mr Kang's to have considered his employment had been terminated. While Mr Hwang told Mr Kang to go, the Authority found that it was more likely than not done to encourage Mr Kang to leave the premises so he could support his wife who was clearly upset. The Authority held that the text message from Mr Hwang may have amounted to a dismissal if it had not been followed immediately by another text sent. Mr Hwang questioned whether Mr Kang initiated the separation of the employment relationship when he had expressed an intention to leave his job. The Authority concluded that it was not satisfied there was a sending away that amounted to a dismissal.

The Authority said if it was mistaken in that conclusion, it was reasonable to examine the actions taken after the parties had an opportunity for a cooling down period. While Mr Kang may have believed he had been dismissed initially, after less than 24 hours, the parties had talked on more than one occasion, and it appeared that Mr Kang would be returning to work. In anticipation of Mr Kang returning to work, Mr Hwang provided a copy of a written employment agreement. Mr Kang rejected the employment agreement and determined for himself that he would not return to work. The Authority was not satisfied that Mr Kang had established that he was dismissed and his application for remedies was declined.

The Authority then considered Mr Kang's other claims. Mr Hwang told the Authority that Mr Kang was not provided with a written employment agreement from the outset of his employment was because Mr Kang requested not to sign one until after the first three months of his employment. Mr Hwang agreed with his request. The Authority accepted the evidence and was not satisfied one or more conditions of Mr Kang's employment were affected to his disadvantage by not having a written employment agreement. Having a written employment agreement would not have affected the events on 21 October 2019 or the discussions held immediately afterwards. Mr Kang was provided with a copy of the written

employment agreement as part of the discussion by Saena Company to have him return to work. The Authority said given the circumstances that it was not appropriate to impose a penalty on Saena Company.

The Authority was satisfied there was no conduct by Saena Company that could have amounted to a breach of good faith. Accordingly, Mr Kang's application for a penalty to be imposed was declined. The Authority found Saena Company breached the Employment Relations Act 2000 and the Holidays Act 2003 in relation to record keeping requirements and ordered it to pay penalties of $2,000.

The Authority said there was no basis on which it would award the compensation sought by Mr Hwang and it did not have jurisdiction to order Mr Kang to issue a letter of apology. Saena Company's application for remedies against Mr Kang were declined. Costs were reserved.

Kang v Saena Company Limited [[2021] NZERA 196; 11/05/2021; V Campbell]

Proportionate penalties imposed for minimum entitlement breaches

A Labour Inspector from the Ministry of Business, Innovation and Employment, claimed Taste Original New Zealand Limited (Taste Original) failed to comply with minimum employment standards. It was also claimed that Mr Mi, a Director and Shareholder of Taste Original, was a person involved under the Employment Relations Act 2000 (the Employment Relations Act). The Labour Inspector sought penalties against both Taste Original and Mr Mi.

In February 2019, the Labour Inspector commenced an investigation into Taste Original to determine if compliance had been achieved concerning holiday and leave record keeping, and public holiday related breaches. Taste Original was issued with a request for records under the Holidays Act 2003. The request for records included any written employment agreements, wages and time records as well as holiday and leave records for six employees.

The records relating to one employee gave cause for concern. The employee held a student work visa which allowed the employee to work for a maximum of 20 hours each week except during summer and other semester breaks. Mr Mi and the employee had entered into an arrangement whereby a portion of the employee's wages would be accrued if the work performed each week exceeded the 20 hours. The outstanding wages were then paid to the employee during breaks when the employee was permitted to work beyond the 20 hour per week limit.

The Labour Inspector issued a report in January 2020 outlining Taste Original's breaches of the Minimum Wage Act 1983, the Wages Protection Act 1983 and the Employment Relations Act 2000 (the Employment Relations Act). Taste Original alleged that it failed to pay the employee at least the minimum wage for all hours worked for each pay period, and entire wages when due. Furthermore, Taste Original failed to provide accurate records in relation to the employee's wages paid and hours worked. The Labour Inspector found that Mr Mi was a person involved in the breaches of minimum employment standards as defined in the Employment Relations Act. Mr Mi maintained the wages and time records for Taste Original and was therefore responsible for the payment of wages.

The Employment Relations Authority (the Authority) was satisfied that the Labour Inspector had established the breaches. It decided penalties should be imposed on both Taste Original and Mr Mi. The total maximum penalty available to be imposed on Taste Original was $60,000, being $20,000 per breach. The total maximum penalty available to be imposed on Mr Mi was $20,000, being $10,000 per breach. Taste Original acknowledged that during the Labour Inspector's investigation, part of the employee's wages were not paid when they became payable. While this may have been within the employee's employment agreement, it was unlawful. Taste Original also deliberately provided a set of records that did not accurately reflect the hours worked by the employee and were misleading.

The Authority held that, even if the breaches were as a result of ignorance of the rules about payment of minimum standards, this did not excuse Taste Original or Mr Mi. The Authority accepted Mr Mi's evidence that he did not enter into the arrangement with the motivation to exploit the employee, but rather to provide him financial assistance. Mr Mi paid the outstanding balances during each semester break.

The Authority decided that a 50 per cent reduction be applied to each of the breaches. This resulted in a starting point of total provisional penalties of $30,000 for Taste Original and $10,000 for Mr Mi. It reduced the resulting figure by a further

50 per cent having regard to other factors, including that the company was a *"first offender"* in the Authority. Mr Mi said that Taste Original had been significantly impacted by the COVID-19 lockdowns. The Authority then allowed a reduction of a further 20 per cent, resulting in a penalty assessment at $12,000 for Taste Original and $4,000 for Mr Mi. To ensure the final amount of any penalty was proportional to the breaches and in line with other penalty amounts, the Authority finally decided a further reduction to $5,000 for Taste Original and $1,000 for Mr Mi was appropriate.

Consequently, the Authority ordered Taste Original and Mr Mi to pay penalties to the Crown totalling $5,000 and $1,000 respectively. The parties were invited to resolve costs between themselves.

A Labour Inspector v Taste Original New Zealand Limited [[2021] NZERA 204; 13/05/2021; V Campbell]

Employer failed to check compliance of employment legislation

Mr Kenel operated a dairy farm from 2000. Mr Kenel employed workers in the business, including people from overseas on working holidays. Seventeen employees were employed by Mr Kenel in the period between September 2018 to September 2019. Sixteen of those were not provided employment agreements. Mr Kenel supplied CN, the seventeenth employee, with a written employment agreement, which was signed and returned. Mr Kenel did not advise CN that she was entitled to seek independent advice about the intended agreement. RD, one of the seventeen employees, was not paid time and a half for working on a public holiday and did not receive an alternative holiday. A Labour Inspector of the Ministry, Business, Innovation and Employment sought penalties for breaches of the Employment Relations Act 2000 (the Employment Relations Act) and the Holidays Act 2003 (the Holidays Act) in respect of the seventeen employees.

Mr Kenel did not keep holiday and leave records, or time and wage records for any of the seventeen employees. Mr Kenel did not pay final holiday pay upon termination for three employees; CN, RD and LA. Mr Kenel did not keep records in sufficient detail to demonstrate compliance with the Holidays Act 2003 and the Minimum Wages Act 1983 and therefore breached section 4B of the Employment Relations Act. This breach on its own did not render Mr Kenel liable for a penalty, as no penalty is provided in that provision.

Mr Kenel breached section 65(1) of the Employment Relations Act by failing to provide employment agreements to the sixteen employees and therefore was liable for penalties. Mr Kenel breached section 63A(2) and section 65(2)(a)(vi) of the Employment Relations Act by failing to provide a compliant employment agreement for employee CN and was liable for breaches. Mr Kenel's maximum liability in respect of the non-compliant agreement for CN was $20,000.

Mr Kenel breached section 50 and 56 of the Holidays Act by failing to pay time and a half and by failing to provide an alternative holiday to RD. Mr Kenel was liable for a penalty of up to $20,000. Mr Kenel breached section 23 of the Holidays Act by failing to pay holiday pay on termination to CN, RD and LA and was liable for a maximum of $30,000.

Mr Kenel breached section 130 of the Employment Relations Act by failing to keep proper time and wage records of the seventeen employees. The maximum penalty liable was $170,000 for these breaches. Mr Kenel breached section 81 of the Holidays Act by failing to keep proper holiday and leave records of the seventeen employees. The maximum penalty liable was $170,000 for these breaches.

Mr Kenel submitted that because he was foreign to New Zealand, he did not understand the strict requirements for written records to be kept. He operated under the mistaken view that the employment agreements did not need to be recorded in writing. Despite this, the Employment Relations Authority (the Authority) held that the breaches were neither inadvertent, nor negligent. Mr Kenel apparently took no steps throughout his history as an employer in New Zealand to familiarise himself with his legal obligations as an employer. The breaches resulted from his deliberate decisions about how he employed workers to work in his business. The Authority found these breaches were intentional.

The Labour Inspector claimed that the lack of records meant it was not possible to accurately assess how often there were minimum wage breaches and therefore determine the extent of losses to employees. The Labour Inspector was unable to assess the extent of losses suffered by all employees as some had left New Zealand. This resulted in limited information and the inability to assess all employees who were not correctly paid holiday pay.

In total, there were seventeen breaches of section 130 of the Employment Relations Act and seventeen breaches of section 81 of the Holidays Act. Consequently, the Authority ordered Mr Kenel to pay a penalty of $30,000. Costs were reserved.

Labour Inspector v Kenel [[2021] NZERA 133; 07/04/2021; P Cheyne]

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

Records

Full and Final Settlements

Minimum Wage Act 1983

Individual Employment Agreements

Holidays Act 2003

Employer News

First look at new law to replace RMA

Environment Minister David Parker said an exposure draft outlining key aspects of the Natural and Built Environments Act (NBA) will be presented to Parliament and then referred to a select committee inquiry.

Covering land use and environmental regulation, the NBA is the primary replacement for the RMA which the Government has promised to repeal and replace.

An exposure draft of a Bill is one that is put out for stakeholder and public feedback before it is introduced to the House.

This process is intended to test and improve the contents of the Bill before it goes into the formal Parliamentary process.

"The exposure draft is the first of two opportunities for people to give feedback on the reforms," David Parker said.

"The initial select committee inquiry is a novel way to provide an open and transparent platform for the public to have an early say on this key legislation.

"A second select committee process will be held when the full Bill is introduced to Parliament in early in 2022," David Parker said.

"This is a once in a generation opportunity to get this right, so we want to make sure we do get it right."

The select committee inquiry is expected to run for about three months and the public will be invited to make submissions on the exposure draft of the new Bill during this time.

The exposure draft for the NBA includes::

- the purpose of the NBA (including Te Tiriti o Waitangi clause) and related provisions
- the National Planning Framework
- Natural and Built Environments plans.

David Parker said the NBA is one of a set of new laws the Government intends to enact in order to create a resource management system that is fit for the future.

"The RMA takes too long, costs too much and hasn't protected the environment.

"The proposed NBA sets out how we can better protect and enhance our natural and built environments, ensuring that the way people and communities use the environment supports the well-being of current and future generations," David Parker said.

David Parker said the NBA sets out the ways the proposed system will protect the environment.

To read further, please click the link below.

New Zealand Government [29 June 2021]

Tracking New Zealand's building system to support social, economic and environmental wellbeing

The Ministry of Business, Innovation and Employment has launched the Building for the Future Indicators Explorer, a new online tool that allows anyone to view a snapshot of the building system across social, economic and environmental indicators.

"The building system is very influential in New Zealand, and for the first time MBIE is examining this influence beyond purely economic indicators and sharing this information with the public," says Janet Blake, MBIE's Manager of Building System Strategy and Performance.

"The Building for the Future Indicators Explorer will enable the user to track the building system's progress in terms of social, economic and environmental wellbeing as information is added over the next 10-15 years," Janet Blake says.

The building and construction sector is New Zealand's fourth largest employer, employing around ten per cent of the national workforce and contributing to approximately seven per cent of GDP. The sector produces the buildings we live in and work in and its performance affects the lives of all New Zealanders.

"New Zealand's building system has many strengths but it also faces long-standing complex challenges. Understanding the health of the system is crucial to responding to challenges and ensuring a future where New Zealanders have safe, healthy, durable buildings that support social, economic and environmental wellbeing," Janet Blake says.

The Building for the Future Indicators Explorer collates data from a range of sources (including Statistics New Zealand, NIWA, the Green Building Council, and independently commissioned research) and presents this in one place. Data will be updated regularly and further information will be added as it becomes available.

"While the Ministry has influence over parts of the building system, there are many other contributors with influence over the system, such as the Ministry of Housing and Urban Development, Kāinga Ora, the Construction Sector Accord, councils and those working on the frontline in the sector such as developers and designers. We hope the Building for the Future Indicators Explorer will give key players a better understanding of the government's vision for buildings that support our health and social wellbeing, and protect the environment. It will support conversations about the entire system's progress and what MBIE and others can do to address challenges the building system needs to overcome."

"This new tool will support a common ground for discussion about where the building system is doing well and where gaps or challenges may need to be addressed, so that the sector is equipped to support New Zealand's needs now and in the future," Janet Blake says.

Ministry of Business, Innovation and Employment [28 June 2021]

Paid parental leave increases

The rates for paid parental leave are increasing, effective 1 July 2021.

The maximum paid parental leave rate will increase by 2.5%, from $606.46 to $621.76 per week. The minimum rate will increase by 5.8%, from $189 to $200 per week.

The rates (the maximum rate for eligible employees and self-employed persons and the minimum rate for self-employed persons) are adjusted annually to reflect the annual percentage movement in the average ordinary time weekly earnings in February each year.

Eligible employees can receive parental leave payments for up to 26 weeks.

Our employment website has the most up-to-date information about parental leave, including eligibility, payments and returning to work.

Ministry of Business, Innovation and Employment [1 July 2021]

Work with WorkSafe

WorkSafe New Zealand are reminding people that they are obligated to comply with WorkSafe inspectors exercising their compliance powers under the Health and Safety at Work Act 2015.

If people fail to comply with WorkSafe inspectors, they run the risk of facing legal enforcement action.

The reminder comes after a 2019 incident where Scott Larsen, obstructed WorkSafe inspectors from carrying out a site inspection of a logging operation he was conducting in the Wairarapa. Larsen then also failed to provide a statement at a required interview with WorkSafe.

Larsen was sentenced on Friday and convicted on two WorkSafe charges of obstruction.

This is the second time Larsen has faced WorkSafe charges. In 2018, Larsen was convicted and fined $32,000 on three charges brought by WorkSafe, two of which related to hindering and obstructing an inspector.

WorkSafe's intervention approach consists of the three E's – Engaging, Educating and, if necessary, Enforcement. Working together with WorkSafe and cooperating with inspector's exercising their powers, can be fundamental to avoiding serious risks.

WorkSafe's Palmerston North General Inspectorate manager, Carl Baker, said WorkSafe doesn't want to fine people.

"We want to work with people to help mitigate workplace risks, so that everyone who goes to work comes home healthy and safe."

Notes:

- Scott Larsen was sentenced in the Masterton District Court on Friday 25 June 2021, for two charges under sections 179(1) and (2)(a) of the Health and Safety at Work Act 2015.
- A total fine of $12,000 was imposed.
- S179(2)(a) carries a maximum fine for an individual, of $10,000.

Worksafe [29 June 2021]

Extra employment protections for security officers come into force

Changes to the Employment Relations Act which provide security officers with additional protections have come into effect.

The changes were announced in December 2020 and came into effect on 1 July 2021.

Part 6A (subpart 1) of the Employment Relations Act provides additional protections for categories of employees who are listed in Schedule 1A of the Act.

This Subpart provides continuity of employment on the same terms and conditions for employees in the event of restructure such as a company being sold or a contract being transferred.

The employment changes give security guards the same employment protections already held by cleaning, catering and some laundry and caretaking workers under the Act when an employer's business is restructured.

 Ministry of Business, Innovation and Employment [1 July 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: Five Bills

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

Construction Contracts (Retention Money) Amendment Bill (23 July 2021)

Ngāti Rangitihi Claims Settlement Bill (4 August 2021)

Inquiry of the Natural and Built Environments Bill: Parliamentary Paper (4 August 2021)

Inquiry into the Review of the Radio New Zealand Charter (13 August 2021)

Biosecurity (Information for Incoming Passengers) Amendment Bill (16 August 2021)

Overviews of bills - and advice on how to make a select committee submission - available at:

https://www.parliament.nz/en/pb/sc/make-a-submission/

The Employer Bulletin is a weekly update on employment relations news and recently published legal decisions. It is EMA's policy to summarise cases that contain legal issues relevant to employers. The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations. If you would like to provide feedback about the Employer Bulletin, contact advice@ema.co.nz

Advisory Services

Employment Relations & Human Resources Consultants

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

Peter Elder
+64 27 271 1384
peter.elder@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

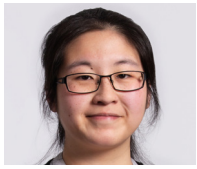
Lisa Oakley
+64 27 573 5483
lisa.oakley@ema.co.nz
Auckland

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



Teresa Li
Solicitor
+64 27 257 4879
teresa.li@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

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

Drew Prescott
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