Employer Bulletin

# Our Weekly News Digest for Employers

*Friday, 5 March 2021*

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## Cases

### Privacy Commissioner: One Case

#### Debt management company held debts against wrong person

A debt management company mistakenly associated a man's name with the debts of another person for more than two years. It is important to note that this case was considered under the Privacy Act 1993, given when this breach occurred. The Privacy Act 2020 is not retrospective and so any breaches made before then are considered under the Privacy Act 1993.

The error meant that any organisation enquiring into the man's credit history would find records which indicated that he had unpaid debts. In 2018, the man was alerted to the mistake after his request to have utilities connected at his property was declined by a provider due to a debt against his name.

The man then contacted the debt management company to inform them that they had the wrong person. The man did various things to demonstrate they had the wrong person such as proving that he had a different middle name to the debtor and that he had never lived at the address the company had associated with him.

Despite the man making repeated contact with the debt management company asking them to correct the mistake they made, they had failed to rectify the issue two years later.

Over the two-year period, the man claimed to have lost his job, struggled to obtain housing, was chased for debts that were not his and was unable to access loans. Furthermore, he claimed that he had experienced mental health issues resulting from the stress the situation had caused him.

The man complained to the Office of the Privacy Commissioner (the Office) in mid-2020 regarding the matter. The man's complaint raised issues under principle 8 of the Privacy Act 2003. Principle 8 states that an organisation must check before using personal information that it is accurate, complete, relevant, up to date and not misleading.

During the investigation, the man provided the Office with evidence of the harm he had suffered due to the incorrect information being held on his file. The evidence the man provided included records of the medical specialists he had seen and letters showing he was declined access to services and credit.

Thereafter, the debt management company admitted it had associated the man's details with the wrong record and withdrew the credit defaults from his file.

The debt management company took full responsibility for the mistake and agreed to provide a substantial confidential settlement to the man for the harm he had suffered as a result of their mistake.

The Office noted that this case is a reminder for how important it is for organisations to keep accurate records about their customers or clients. The Office also highlighted why organisations should have robust processes for investigating and actioning complaints.

Consequently, the man was satisfied with the outcome of having the mistake rectified and reaching a confidential settlement and the Office closed the file.

Case note 312145 [2021] NZPrivCmr 1; 03/02/2021

## Employment Relations Authority: Four Cases

### Dismissal held to be both procedurally and substantively flawed

Ms Brunning worked as a Florist for Riccarton Florist Ltd (Riccarton Florist). In the course of her employment Ms Brunning did not get on with Ms Moke, a colleague. The relationship between the two became more strained and escalated over time which resulted in incidents in July 2019. Ms Brunning raised a complaint alleging bullying and harassment by Ms Moke. Ms Rushton, the owner of Riccarton Florist, said she had been aware of the ongoing problems between the two for some time and had worked on trying to resolve the difficulties, which included dealing with Ms Brunning's complaint. Independently from the complaint, Ms Rushton decided to take disciplinary action against Ms Brunning, which led to Ms Brunning being dismissed.

Ms Brunning claimed that the dismissal was unjustified and that Riccarton Florist failed to investigate and deal with her complaints of bullying and harassment. Riccarton Florist claimed its dismissal of Ms Brunning was justified as Ms Brunning was the one who was bullying and harassing others. Riccarton Florist also had issues with her work, particularly taking unauthorised breaks and not following instructions.

Ms Rushton said that she observed incidents that had occurred between the two employees over a period of about 10 months. She had been managing the tension and friction between them by ensuring they did not work together and only had limited interaction in handovers between shifts. Ms Rushton had spoken to each of them about expected behaviour and gave them warnings for one incident and telling them to focus on their work and not each other.

The Employment Relations Authority (the Authority) was satisfied that in the circumstances Ms Rushton did enough to investigate and respond to the complaint from Ms Brunning. The Authority concluded that after assessing the evidence, there was a difficult working relationship between the two employees with both employees being to blame. However, the Authority did not view it to amount to bullying and harassment by either employee.

On 14 July 2019, Ms Rushton attempted to give Ms Brunning two written warnings relating to Ms Brunning taking unauthorised breaks to have a smoke. However, Ms Brunning told her she could not do that and she needed to convene a meeting to discuss the warnings. Ms Rushton attempted to organise a meeting, however Ms Brunning advised Ms Rushton she would not attend as her representative was not available. Despite being told that, Ms Rushton still proceeded with the planned meeting and asked whether Mr Brunning's representative was there for the meeting. When Ms Brunning told Mr Rushton that her representative was not there, Ms Brunning was dismissed.

Ms Rushton was open about why she dismissed Ms Brunning on the spot. Ms Rushton had already decided that two written warnings were appropriate and that she had been irritated by the further issues between Ms Moke and Ms Brunning. Ms Rushton had also reflected on Ms Brunning's conduct at work generally and had decided that Ms Brunning's behaviour was unacceptable. In that moment, when she was told by Ms Brunning that her representative was not there for the meeting, she decided she had had enough and was not going to put up with things anymore and dismissed Ms Brunning.

The Authority said it was clear that Riccarton Florist did not carry out a fair process. Furthermore, that given the process was so flawed, there was no basis to conclude that the behaviour complained of occurred and/or was

sufficiently serious to warrant dismissal. Therefore, the dismissal was also unjustified from a substantive perspective.

The Authority considered whether Ms Brunning contributed to the situation that gave rise to her dismissal. The Authority was satisfied that in the course of her employment Ms Brunning did act in a blameworthy or culpable manner which contributed to her grievance. This included her poor working relationship with Ms Moke. While that did not amount to bullying and harassment, it was below an acceptable standard in the workplace. Ms Brunning's behaviour also included her abrupt and confrontational manner and attitude toward Ms Rushton. This included defying direct instructions about taking unauthorised breaks and inappropriate communication. The Authority determined that Ms Bunning's behaviour justified a 35 per cent reduction in the remedies.

Riccarton Florist was ordered to pay Ms Brunning $13,000 compensation and $1,482.00 lost earnings. Costs were reserved.

*Brunning v Riccarton Florist Ltd* [[2020] NZERA 532; 22/12/2020; P van Keulen]

### Employee unjustifiably dismissed three days into 90-day trial period

Mr Zhou started work fulltime as an accountant for Best Health Foods Limited (Best Health) on 20 January 2020, but was dismissed via letter by Mr Gu, the Director of Best Health. The letter advised of Best Health's decision to terminate the employment under the 90-day trial period clause in the employment agreement. Furthermore, the letter stated that Mr Zhou was not required to work and would be paid the three-day notice period.

On 11 February 2020, Mr Zhou raised his claim for unjustified dismissal by letter to Best Health. Mr Zhou claimed that the employment agreement did not include a 90-day trial period clause. Best Health alleged that the 90-day trial period clause was omitted by clerical error, and that Mr Zhou breached terms of the employment agreement so that his employment was terminated under clause 21 of the employment agreement for serious and persistent breach of the contract.

Evidence was given around how Mr Zhou initially obtained employment with Best Health. When Best Health advertised for an experienced accountant, Mr Zhou responded and was interviewed. There were several email exchanges that resulted in Mr Gu offering Mr Zhou employment, with an agreed starting date of 20 January 2020. Mr Gu said that he would prepare and send a draft employment agreement for review. A draft was not sent until just before Mr Zhou started work on 20 January 2020. The draft was signed by both parties after Mr Zhou had started work. In the signed employment agreement several provisions referred to a trial and/or probationary period however, the agreement did not contain a trial or probationary period clause in it.

The Employment Relations Authority (the Authority) accepted that a trial period clause was omitted from the draft by clerical error. However, there was no basis on which Best Health could rely on the limited statutory protection against personal grievance claims that might have applied but for the error. There had been no reference to an intended 90-day trial provision in any of the written exchanges prior to work starting. Best Health made no application for relief under the Contract and Commercial Law Act 2017 provisions relating to a contractual mistake. Best Health's mistake did not result in an unequal exchange of value or the conferment of a disproportionate benefit or obligation. The omission was entirely Best Health's error and Mr Zhou was unaware of the omission. Therefore, Mr Zhou was entitled to have his personal grievance claim assessed on its merits.

Mr Zhou worked ordinary business hours on 20, 21 and 22 January 2020. On Thursday 23 January, Mr Gu sent Mr Zhou an email that asked Mr Zhou to read an attached letter. The letter informed Mr Zhou that after three days observation it appeared that Mr Zhou was not suitable for the role. Reference was made to the difference between Mr Zhou's previous industry as a large-scale food factory. It went on to say that after careful consideration, Best Health had decided to terminate the employment under the 90-day trial period clause. Mr Zhou was not required to work but would be paid out his notice of three days.

The Authority looked at the process Best Health undertook to terminate Mr Zhou's employment. It found that Best Health did not raise any concerns with Mr Zhou before it dismissed him. It gave him no opportunity to respond to any concerns before the dismissal and that Best Health did not consider any explanation by Mr Zhou before the dismissal.

Best Health had sufficient resources available to it to properly investigate Mr Gu's concerns. The situation at the time meant that Best Health could have investigated, raised concerns and considered Mr Zhou's response. The absence of investigation and opportunity for Mr Zhou to respond to the concerns were not minor defects, they were fundamental to fairness. Unfairness to Mr Zhou resulted from Best Health's decisions not to take those steps.

The Authority found that Best Health's actions were not what a fair and reasonable employer could have done in all the circumstances at the time. As a result, Mr Zhou was unjustifiably dismissed by Best Health. The Authority awarded Mr Zhou with $4,230.77 in lost wages, $10,000 for hurt and humiliation and costs totalling $2,321.56.

*Zhou v Best Health Foods Limited* [[2020] NZERA 35; 01/02/2021; P Cheyne]

### Employer accused of constructively dismissing and unjustifiably disadvantaging employee

As requested by ITI, the applicant, the names and identities of the parties involved in this case were not publicised.

ITI was previously employed by SYC in November 2018 and subsequently handed in her resignation letter to SYC on 15 November 2019. Following her resignation, ITI claimed that she had been unjustifiably disadvantaged and constructively dismissed. SYC had not filed a Statement of Reply and did not attend any investigation meetings as set by the Employment Relations Authority (the Authority).

ITI claimed that she had resigned for a variety of reasons, where SYC was alleged to have disadvantaged her. One of ITI's reasons for resigning had been due to the alleged failure of SYC to provide ITI with an employment agreement and payslips, despite repeated requests. ITI found the absence of an employment agreement stressful, having wanted to know the rules and responsibilities of her employment. She had also been unable to receive information on holiday entitlements and pay.

Another reason why ITI claimed she resigned was because she found the work environment very stressful, unhealthy and unsafe. She stated she was bullied on numerous occasions. ITI claimed that in September 2019, whilst she was washing a client's hair, SYC had sworn and shouted, and had thrown a brush at her which was covered in mixed dye. ITI said she found the incident humiliating and was shocked.

ITI alleged that between August 2019 to November 2019, SYC would often berate her in front of other customers and make nasty comments on most days. ITI had stated that she started to feel unsafe at work and began counselling to cope with the situation. ITI claimed she told SYC that she found the conduct unsatisfactory however, it did not change.

Additionally, ITI claimed that SYC and SYC's partner argued daily in front of the customers, which caused her distress. On occasions SYC would come into the salon and would yell at ITI to lock the door, in order to keep her partner out. On 24 October 2019. ITI said she locked the door when instructed and SYC's partner yelled, smacked and kicked the door before going away. ITI advised SYC she was going to call the Police, however SYC said that it was going to be "*ok*". ITI stated that she would tell SYC that she felt scared on these occasions, allegedly raising the issue eight times to SYC and nothing was done. ITI had kept some notes in a diary and said that she recorded the days when there were fights and arguments between SYC and her partner.

On 13 November 2019, SYC had another argument with her partner and asked ITI to look after her client in the salon, leaving ITI to manage the salon alone. When SYC returned later in the day ITI told her that she could not continue to work in the toxic environment. ITI claimed she told SYC that the stress had increased over the previous six months. SYC said that if ITI left the salon that she would "*top herself*" and that it would be ITI's fault. The Authority viewed a text message sent by the applicant in respect of the incident.

In their determination, the Authority referred to the Court of Appeal case *Auckland Shop Employees' Union v Woolworths (NZ) Ltd*. The Court of Appeal identified that constructive dismissal could arise in a situation where a breach of duty by the employer could lead an employee to resign.

The Authority found that there were a number of breaches that had caused ITI to resign. ITI was not provided with access to time and wage records and an employment agreement as required by SYC. ITI was also subjected to bullying and inappropriate behaviour for a period of six months. The Authority concluded that ITI was constructively dismissed and unjustifiably disadvantaged.

The Authority ordered SYC to pay ITI reimbursement of lost wages in the sum of $533.90 gross, compensation in the sum of $20,000 without deduction and for breaching good faith a sum of $4,000. These amounts were to be paid within 28 days of the date of determination. A total of 80 percent of the $4,000 sum was to be paid to ITI and 20 percent to the Authority for payment to the Crown. Costs were reserved.

*ITI v SYC* [[2021] NZERA 46; 10/01/2021; H Doyle]

### Director held liable for multiple minimum employment standards intentionally breached

The Labour Inspector applied to the Employment Relations Authority (the Authority) seeking remedies and penalties against Raj Kiwi Limited (Raj Kiwi) for breaches of employment standards. The Labour Inspector also sought for Mr Chellappa, Director and Shareholder of Raj Kiwi, to be made liable for any outstanding arrears owed and sought penalties against him as a person involved in the breaches.

Raj Kiwi operates as a kiwifruit contractor, providing employees to kiwifruit orchards in the Bay of Plenty region. The Labour Inspector's investigation was initiated as a result of complaints from six former employees of Raj Kiwi. The complaints related to unlawful deductions and non-payment of minimum wage, public holiday entitlements and holiday pay. The Labour Inspector said this triggered the strategic focus of investigating possible migrant exploitation as all six former employees were migrant workers on temporary visas.

During the investigation, the Labour Inspector reviewed employment agreements, wage and time and holiday and leave records and evidence from the complainants. The Labour Inspector also interviewed Mr Chellappa and the former employees and other employees.

On 8 August 2019 Mr Chellappa advised the Labour Inspector that Raj Kiwi had been sold and the records were no longer in his possession. Mr Chellappa claimed that Mr Singh, the new owner of Raj Kiwi, had signed an agreement dated 11 April 2018, which stated that all fiscal matters were cleared. The Labour Inspector looked into this and Mr Singh stated that he didn't read the document before signing. Mr Singh claimed that he signed as Mr Chellappa said he needed his signature to start the process of clarifying things with the compliance officer.

The Labour Inspector had not been provided with requested records despite making multiple requests. Mr Chellappa told the Labour Inspector that he was no longer involved with Raj Kiwi. Furthermore, that the records were collected by Mr Singh when the business sold. Mr Chellappa said he had met his obligations in regard to all except two staff, who he was morally committed to pay wages as soon as he could afford to.

The Labour Inspector concluded that Raj Kiwi had failed to keep and maintain compliant wages and time and holiday and leave records as required. Furthermore, that it had significantly hindered the Labour Inspector to properly investigate and establish whether the employees received their minimum statutory entitlements and if not, what was owed. The Labour Inspector claimed that the process was unnecessarily prolonged by Mr Challeppa failing to provide requested records by agreed deadlines. The Labour Inspector said that Raj Kiwi through Mr Challeppa had continually impeded the investigation which meant a likely deprivation to employees both before and during the investigation.

The Authority held that Raj Kiwi failed to provide compliant employment agreements and was therefore in breach of section 65 of the Employment Relations Act 2000 (the Employment Relations Act). Raj Kiwi was held to have failed to comply with the Labour Inspector's requests and therefore breached section 130(1) of the Employment Relations Act. Furthermore, that Raj Kiwi failed to keep compliant wage and time and holiday and leave records and was in breach of the Employment Relations Act and the Holidays Act 2003. The Authority also held that Raj Kiwi had failed to pay minimum wage to several employees and breached the Wages Protection Act 1983 (the Wages Protection Act).

Raj Kiwi relied on a general deduction clause in the employment agreements which the Authority held to be unenforceable due to its general nature. Raj Kiwi made unlawful deductions and breached the Wages Protection Act.

The evidence strongly supported that Mr Chellappa was a person involved in the breached committed by Raj Kiwi. He was the Director and Shareholder, responsible for payment of wages, record keeping, the operation of the

business, recruitment and had the power to negotiate employment agreements. Mr Challeppa was ordered to be liable for outstanding arrears should Raj Kiwi be unable to pay.

Mr Challeppa argued that all required procedures were followed and that as a new business, only operating for one year, he had tried to learn and process all legal requirements. The Authority held that Raj Kiwi breached minimum standard legislation in respect of 11 employees with a total of 42 separate breaches. The Authority held that 10 employees were affected by Mr Chellappa's breaches which resulted in a total of 39 breaches. The Authority held that Mr Chellappa was a person involved in all the breaches committed by Raj Kiwi. The maximum penalty for the 42 breaches was $840,000. The maximum penalty for the 39 offences by Mr Chellappa was $390,000.

The Labour Inspector submitted that the breaches were a result of Raj Kiwi's deliberate business decisions. Mr Chellappa and Raj Kiwi were held to be effectively one and the same because Mr Chellappa made decisions concerning the employees and business practices of Raj Kiwi. The Labour Inspector also held that Mr Chellappa was aware of the breaches. He only accepted them after a long period of non-compliance and avoidant behaviour in respect of the Labour Inspector's investigation. The Authority held that breaches were intentional.

Raj Kiwi was ordered to pay $160,000 and Mr Chellappa was ordered to pay $70,000. These penalties were to be paid to the Authority within 14 days of this determination. The Labour Inspector was to be reimbursed the filing fee of $71.56. Costs were reserved.

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*A Labour Inspector of the Ministry of Business Innovation and Employment v Raj Kiwi Limited* [[2020] NZERA 493; 01/12/2020; E Robinson]

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

Discipline

Deductions (Wages Protection)

Personal Grievances

Trial and Probationary Periods

## Employer News

### Next stage of COVID-19 support for business and workers

The Government has confirmed details of COVID-19 support for business and workers following the increased alert levels due to a resurgence of the virus over the weekend.

Following two new community cases of COVID-19, Auckland moved to Alert Level 3 and the rest of New Zealand moved to Alert Level 2 on Sunday 28 February for seven days.

"Firms throughout New Zealand can still apply for the Resurgence Support Payment from Inland Revenue for the 14 to 21 February period as long as they meet the eligibility criteria. The last day to apply is 22 March," Grant Robertson said.

"The increase in alert levels on Sunday has activated a new round of support, which now includes a nationwide COVID-19 Wage Subsidy as Auckland will be at alert level 3 for at least a week."

"Businesses can apply for the Wage Subsidy from the Ministry of Social Development from 1pm Thursday 4 March. Payments will begin from Monday 8 March. The payment is to support employers (or self-employed people) to pay their employees and protect jobs," Carmel Sepuloni said.

"This payment is available to all businesses in New Zealand that meet the eligibility criteria, not just those in Auckland, to recognise that firms throughout the country may have their revenue affected by Auckland being in higher alerts levels for longer."

"A further Resurgence Support Payment from Inland Revenue has also been activated with the move to the higher alert levels on Saturday. Applications open on 8 March. Business who meet the criteria are able to apply for both the Resurgence Support Payment and the Wage Subsidy Scheme," Grant Robertson said.

Businesses can apply for the Resurgence Support Payment by logging into their MYIR account. Further information can be found on the Inland Revenue website.

New Zealand Government [3 March 2021]

## Employment indicators: Weekly as at 1 March 2021

The experimental weekly series provides an early indicator of employment and labour market changes in a more a timely manner than the monthly employment indicators series.

The weekly employment indicators use the timelier and more detailed payday filing that has been available from Inland Revenue since April 2019. Our experimental series includes number of paid jobs and earnings for three time-lag series that have different coverage of jobs depending on their pay period. The 6-day series includes jobs with a pay period equal to or less than 7 days, while the 20-day series covers jobs with pay periods of 14 days or fewer. The 34-day series includes all jobs regardless of their pay period.

Due to the nature of the administrative data that these indicators draw from, the accuracy of the data improves the further out from the reference week it relates to. These counts are published as they are, and no work has been done to adjust for seasonality or data flow issues. We advise strong caution in making decisions based on this data.

**Key facts**

The 6-day series includes jobs with a pay period equal to or less than 7 days, while the 20-day series covers jobs with pay periods of 14 days or fewer. The 34-day series includes all jobs regardless of their pay period.

The 34-day series indicated that for the latest week, the week ended 24 January 2021:

- the number of paid jobs (compared with the previous week) were:
  - 2,203,760 total paid jobs (up 14,090 or 0.64 percent)
  - 112,890 paid jobs in primary industries (down 500 or 0.44 percent)
  - 424,020 paid jobs in goods-producing industries (up 4,490 or 1.07 percent)
  - 1,610,350 in services industries (up 9,400 or 0.59 percent)
  - 56,500 in unclassified industries (up 690 or 1.24 percent)
- the median income (compared with the previous week) was:
  - $1,065.09 (up $0.62 or 0.06 percent).

To read further, please click the link below.

Statistics New Zealand [4 March 2021]

## Rolling restrictions highlight precarious business positions

The recent series of alert level restrictions have shown just how close to the edge many businesses are being forced to operate with increasing numbers facing ever harder decisions.

EMA Chief Executive Brett O'Riley says yesterday's highlighted increases around the number of liquidations, and feedback from EMA members during recent face-to-face meetings and briefings, highlighted how close the cliff edge was for many businesses.

"Everyone is aware of the issues facing the tourism, hospitality, accommodation and international education sectors but businesses across the board are facing or have reached the point of closure with the resultant loss of jobs and major impacts in the community," says Mr O'Riley.

"Our team was in Whakatane for our Summer Member Briefings the day of the announcement of the Whakatane Mill closure and the possible loss of 200 jobs. In a town and region still recovering from the White Island tragedy that will hit hard."

Mr O'Riley says the EMA team held briefings for almost 500 members in the Waikato and Bay of Plenty just ahead of the latest Alert Level 3 and 2 restrictions and those events and several one-to-one meetings with members had also reinforced the significant difficulties ahead.

"Our concern has always been that the scale of the problems would start to become obvious towards the end of the first quarter of this year and that's what we've been seeing and hearing.

"In every case we've heard about, the first priority from our members has been their staff and how to keep them. For example, we've got members selling major pieces of equipment to help keep their business afloat but they are also planning for the worst-case scenario - they have to if they are to survive," he says.

Mr O'Riley says other issues caused by COVID-19 were also biting hard in some sectors.

"We've got aged care facilities across the country closing to new admissions because they can't get immigrant nurses through the MIQ facilities despite having visas. These are facilities caring for dementia and difficult psychiatric cases, among our most vulnerable people, who will now have to fall back on an already stretched public health sector."

"An increasing number of business are losing skilled staff because they are returning home to reunite with families who can't get into New Zealand, while skilled staff shortages continue to increase as borders remain almost closed," he says.

"And many of our manufacturers are having their problems exacerbated by international and local supply chain issues caused by COVID-19."

Mr O'Riley says seeing a plan for the future is critical to the survival of many of these businesses.

To read further, please click the link below.

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EMA [4 March 2021]

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## EMA echoes calls for more input into future management of COVID-19

Calls by senior business leaders for more openness and cooperation around the Government's plan for the ongoing management of COVID-19 are strongly supported by the EMA.

Chief Executive Brett O'Riley says business owners are being crippled by increasing pressure and costs from the ongoing series of lockdowns.

"While the government and various agencies have acted quickly to support both employers and employees in the most recent rapid lockdowns, the pressure mounts on both of those groups as each successive lockdown is doing more damage to already struggling businesses and their employees," he says

"Many of our smaller businesses are just hanging on and reaching the end of their capability to continue supporting their staff and their own operations. The vast majority of business owners, supported by their staff, have gone out of their way to try everything they can to keep people in work."

However, Mr O'Riley says that may not last much longer as more tough decisions loom.

"It's great to see the major businesses in our community recognising the strain on the SME sector and showing their willingness to add support and resources to assist the Government in managing the ongoing, long-term challenges presented by COVID-19.

To read further, please click the link below.

EMA [2 March 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: 5 Bills

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

Budget Policy Statement 2021 (15 March 2021)

Films, Videos, and Publications Classification (Urgent Interim Classification of Publications and Prevention of Online Harm) Amendment Bill (1 April 2021)

Inquiry into the 2020 General Election and Referendums (6 April 2021)

Moriori Claims Settlement Bill (7 April 2021)

Land Transport (Drug Driving) Amendment Bill (16 April 2021)

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

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

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

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