Employer Bulletin

Our Weekly News Digest for Employers

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Cases

Employment Relations Authority: Six Cases

Dismissal justified due to loss of trust and confidence in employee

Mr Holder was employed by Dee Gee Holdings Limited, trading as Cheapskates Wellington (Cheapskates), for almost three years. At the time of his dismissal in October 2018, Mr Holder held the position of Team Leader/Duty Manager. Mr Holder challenged his dismissal and claimed the matters for which he was dismissed could not be fairly characterised as serious misconduct but were performance issues. Cheapskates claimed it no longer trusted Mr Holder to perform his role and that the dismissal was justified based on two separate incidents, each of which gave it independent grounds for dismissal. The first incident involved Mr Holder's failure to process inward goods according to Cheapskates' procedure. The second incident concerned Mr Holder's late arrival to work on 1 October 2018. Cheapskates claimed that both incidents occurred shortly after Mr Holder received retraining on how to process inward goods and was formally warned regarding late attendance.

The Employment Relations Authority (the Authority) considered whether there were grounds to dismiss Mr Holder for his late attendance on 1 October 2018. Mr Holder accepted he was two hours late for work on that day. The Authority said it would be an unusual case where an employer could justify a dismissal based solely on a single instance of late attendance. Cheapskates tried to rely on previous correspondence to demonstrate a pattern of unacceptable behaviour. The difficulty with Cheapskates' position was that it did not, on any occasion, including in a written warning in September 2018, inform Mr Holder that future late attendance may result in disciplinary action. The Authority determined that Cheapskates were unable to justify its dismissal of Mr Holder for late attendance alone based on its prior warning and communications.

The Authority then considered whether the decision to dismiss Mr Holder based on his actions regarding inwards goods was the action of a fair and reasonable employer in all the circumstances. Mr Holder conceded he had not strictly followed the inward goods procedure when processing 10 boxes delivered on 20 or 21 September 2018. Mr Holder had been instructed on the procedure in early 2017 and further met with Cheapskates in August 2018 to discuss irregularities with the handling of delivered goods. That meeting resulted in a retraining document which Mr Holder signed to signify that he understood the process. It was notable that the training material/procedure indicated that non-compliance would be a serious disciplinary issue that could result in immediate dismissal if the actions leading to the breach were "*beyond what could be deemed a normal mistake*".

The Authority noted that simply labelling a particular action or behaviour as conduct warranting dismissal does not necessarily make it so. For conduct to be justified as the basis of a dismissal, it needs to deeply impair or be destructive of the basic confidence or trust essential to the employment relationship. The Authority accepted that failure to process goods through the appropriate system had the potential to seriously affect the company's operations and financial viability including its financial reporting, GST payments and management of stock.

The Authority was satisfied that Cheapskates could reasonably conclude the breach of its procedures by Mr Holder was wilful. There was nothing in Mr Holder's evidence to suggest he did not understand the procedures or did not have the skills to perform the tasks required. The Authority was unwilling to conclude that the failing should have been remedied by a performance management plan. The Authority accepted that Mr Holder viewed his dismissal as too harsh a sanction for his actions but noted that a harsh decision does not inexorably mean the decision was unreasonable. Cheapskates' view that a wilful failure to comply with its procedures resulted in loss of trust and confidence in Mr Holder warranting dismissal was deemed to be a decision that a fair and reasonable employer could have made. Mr Holder's dismissal was held to be justified and his claim was dismissed.

Holder v Dee Gee Holdings Limited t/a Cheapskates Wellington [[2020] NZERA 155; 16/04/2020; M Ryan]

Order granted for unpaid wages of director shareholder deemed to be an employee

Mr Chiu claimed that he became a Shareholder and General Manager/Executive Director of Ances Limited (Ances) on 17 December 2018. The employment was to last for six months to give Mr Wu, another Director of Ances, time to find a more suitable candidate for the role. Despite requests from Mr Chiu for this to be formalised, no employment agreement was signed. In late February 2019, a new General Manager was appointed to take over "*all jobs*". Mr Chui was to continue with business development and sourcing investors, but it was agreed that he would cease to be Shareholder and Director. Mr Chui resigned on 27 February 2019. Mr Chui sought payment for unpaid wages and the imposition of penalties. Ances denied any liability to pay wages as it claimed that Mr Chui was never employed.

The Employment Relations Authority (the Authority) was required to determine whether Mr Chui was an employee of Ances. Section 6 of the Employment Relations Act 2000 (the Act), stipulates that "*all relevant matters*" must be considered when embarking on this exercise. The Authority referred to the Supreme Court's statement in *Bryson v Three Foot Six Ltd (No. 2)* which notes that "*all relevant matters*" includes the intention of the parties, written evidence to ascertain the terms of the relationship, how the relationship operated in practice and whether the applicant was effectively working on their own account.

The Authority noted that in accordance with the Privy Council's decision in *Lee v Lee's Air Farming,* a Director and Shareholder can be an employee. Based on communications and documents provided, the Authority concluded that Mr Chiu held a position with typical managerial responsibilities while simultaneously being subjected to the "*constraint and control*" of Mr Wu's directions. There was no evidence that Mr Chui was working on his own accord, but rather, he was working for the benefit of and as instructed by Ances. The Authority concluded that Mr Chui was an employee of Ances and was therefore entitled to wages for the period of employment.

Mr Chui claimed that he made numerous requests to be paid for the work he carried out from December 2018 to January 2019, but payment was never made. The Authority ordered Ances to pay Mr Chiu $3,452.78 in wage and holiday arrears with $127.10 interest. Mr Chui requested that liability for the payment pass to Mr Wu if Ances failed to pay this amount. This request was granted by the Authority as Mr Wu was considered to be "*a person involved*" pursuant to section 142W(3)(a) of the Act and was instrumental in the procurement of the breach.

The Authority declined to impose the penalties Mr Chui claimed for breaches of good faith, failure to provide a written employment agreement, failure to pay wages and failure to pay holiday pay and keep wage and time records. The Authority noted that the imposition of penalties is discretionary and despite some breaches occurring in this case, it was not inclined to exercise its discretion. The Authority highlighted that the purpose of penalties is to punish deliberate and malicious wrongdoing and it was not convinced that occurred here. The evidence showed that the parties entered into

their arrangement as friends, and rather than being the product of a deliberate and malicious course of action, the failures of this arrangement were more likely attributable to the friendship leading to "*shoddy procedures*".

Chiu v Ances Limited [[2020] NZERA 165; 24/04/2020; M Loftus]

Compensation awarded for poor communication constituting an unjustified disadvantage

Mr Milne was employed by Awesome Art Limited (Awesome Art) as a signwriting apprentice in 2014. He claimed that he had been unjustifiably dismissed and disadvantaged due to a restructuring process undertaken by Awesome Art in February 2018.

Awesome Art was primarily operated by Mr Jarret, although his wife was also involved in the operation of the business. On 29 September 2017, a letter was sent to staff outlining concerns regarding the viability of the business and health issues the owners were experiencing. Numerous possibilities to move forward were entertained such as retirement, winding down the business to Director-only operations and a four-day work week. Another letter was sent out in mid-October 2017 asking for more feedback from the employees. The owners and employees then met on 31 October 2017 to discuss the proposals. From the evidence and notes available from that meeting, business viability appeared to be as much of a concern as staff performance issues. The Employment Relations Authority (the Authority) found that these two concerns had "*no clear delineation*".

On 7 February 2018, staff received a further memo outlining the owners' final decision to work through a gradual closure of the business. The memo also indicated that individual meetings would be conducted to "*work through personal arrangements*". Mr Milne interpreted this letter as notice of dismissal. As a result, he applied for and obtained a casual role with another employer at the beginning of April 2018. Mr Jarret was aware of this but did not raise it with Mr Milne, instead he chose to wait and see what would happen when the Apprenticeship Supervisor next visited.

Conflicting evidence was provided regarding the intent of Awesome Art to continue to support Mr Milne through his apprenticeship. In light of this the Authority placed significant weight on the evidence produced by Mr Milne's Apprenticeship Supervisor. The Apprenticeship Supervisor's notes indicated that no conclusion had been reached regarding Mr Milne's employment as everything "*was all pretty unclear*". In the absence of more trusting sources of evidence, the Authority found that no dismissal had occurred as a decision was yet to be made. Out of fear for his future, Mr Milne obtained alternate employment but failed to make any attempt to return to Awesome Art.

However, the Authority did find that Mr Milne was unjustifiably disadvantaged during his employment with Awesome Art due to the lack of clear communication from the owners. Mr Jarret's failure to communicate to Mr Milne about his departure was deemed by the Authority to be a "*significant miscommunication*" that led to the disadvantageous end to Mr Milne's apprenticeship. Additionally, the conflicting message on one hand of the business winding down, while on the other stating that "*it might survive if performance improved*" raised another apparent disadvantage in Mr Milne's employment. While the first situation would have been a perfectly reasonable rationale for restructuring, the other was related to issues of performance, which if sustained, should have been addressed in a very different way. This conflict was never properly addressed by the employer, let alone resolved, therefore making it difficult for Mr Milne to understand what issue he was meant to be addressing.

The Authority held that while Mr Milne's claim for unjustified dismissal was unsuccessful, he had been unjustifiably disadvantaged in his employment. The Authority awarded him $15,000 compensation pursuant to section 123(1)(c)(i) of the Employment Relations Act 2000.

Milne v Awesome Art Limited [[2020] NZERA 222; 08/06/2020; M Loftus]

Interim non-publication orders made final

On 6 December 2019, the Employment Relations Authority (the Authority) made an interim order preventing publication of the names of all parties in the proceedings, details of the second respondent's current and previous positions, any

details that would identify the second respondent, details of historic sexual harassment allegations and information about the second respondent in an investigation report. This determination reviewed and made final the interim orders that were issued in respect of this matter.

On 12 March 2020, the second respondent applied to the Authority to have the interim non-publication orders made final. The submissions filed on their behalf made three main points. First, as the applicant and respondent had settled their issues, they would not be the subject of an investigation by the Authority. Second, there had been media interest in the case and the second respondent was concerned that there may be publicity around the allegations if permanent non-publications orders were not granted. Finally, if permanent non-publication orders were not granted for this matter, the interim orders in respect of another matter may be undermined.

The second respondent provided evidence as to why publication of the allegations would likely cause irreparable harm to their reputation, both professionally and personally. Evidence was also provided of the harm that it would likely cause to their family, the charities and community organisations they were involved with and to the first respondent. The first respondent notified the Authority that they consented to the non-publication orders being made permanent. No response was received from the applicant, despite the Authority providing them with an opportunity to provide one.

The Authority noted that the starting point in these applications, as applied by the Supreme Court in *Erceg v Erceg*, is the principle of open justice and that a high standard must be met before that principle can appropriately be departed from. That publication would cause embarrassment or be unwelcome is not enough. The party seeking the permanent non-publication order needs to show specific adverse consequences that are exceptional.

The Authority was satisfied that the high standard had been met in this case and that the interests of justice required a final non-publication order on the basis sought by the second respondent.

XRR v EBD [[2020] NZERA 180; 04/05/2020; J Trotman]

Compliance order granted for breach of a settlement agreement

Elev 8 Global Limited (Elev 8) and Ms Choi entered into a settlement agreement (the agreement) under section 149 of the Employment Relations Act 2000 (the Act). Ms Choi sought an order for compliance due to Elev 8 failing to make payment under the agreement.

Ms Jeon was the sole Director and Shareholder of Elev 8, but responsibility for the payment under the agreement was assigned to Elev 8 alone. The agreement required Elev 8 to pay $7,000 to Ms Choi, $4,000 of which was for wages and was subject to PAYE deduction and $3,000 compensation pursuant to section 123(1)(c)(i) of the Act. Ms Jeon accepted that payment had not been made but claimed that neither herself nor Elev 8 was capable of paying the amount specified due to financial pressures. The Employment Relations Authority (the Authority) was required to determine Elev 8's ability to pay these sums, whether the payment could be ordered by instalments and whether liability could pass to Ms Jeon should Elev 8 fail to make payment.

On the face of Elev 8's accounts, it appeared that the company was insolvent. However, bank statements provided significant insight into the financial movements of the company. There was significant evidence that Elev 8's accounts were being used to cover private purchases. There were numerous spends at supermarkets, takeaways, petrol stations and garden centres. There were also a number of transactions where funds were moved to and from another business whose Director was Ms Michelle Jeon and of which Ms Jeon was a previous Director and Shareholder. During the previous three months over $6,000, nearly enough to pay Ms Choi, was transferred to this business. The Authority noted that according to the Companies Register, that business also used 'Elev8' as a trading name and its address for service was the same as Elev 8's. According to one business directory, this business' annual revenue exceeded $3 million.

It was clear that money was regularly moved around, leaving the Authority without a full and accurate picture of Elev 8's financial situation. On this basis, the Authority was not convinced that the situation was as dire as was being claimed. The Authority considered it improper that funds were being used for private purchases and were being transferred to an allied business when money, including wages, remained owing to a previous employee.

The Authority concluded that instalment payments were not required. The Authority ordered Elev 8 to comply with the terms of the agreement and pay Ms Choi $7,000, with PAYE deducted from $4,000 of that sum, within 14 days. If Elev 8 failed to comply with the order to pay, liability for the wage component would pass to Ms Jeon personally. This transfer of liability did not extend to the compensatory sum due to the agreement expressly stating that aspect of the payment shall be made by Elev 8 only.

The Authority cautioned Elev 8 and Ms Jeon that failure to comply with the orders could result in further consequences, which could include the imposition of fines, the sequestration of property and/or imprisonment in Ms Jeon's case. A certificate of determination could also be obtained and the matter could be pursued in the District Court which could ultimately lead to liquidation of the company and/or bankruptcy for Ms Jeon.

Choi v Elev 8 Global Limited [[2020] NZERA 194; 14/05/2020; M Loftus]

Penalty awarded for failure to make payment in time under a settlement agreement

Mr Singh and Ravsan Electrical Services Limited (Ravsan) entered into a settlement agreement (the agreement) on 4 December 2019. Mr Singh alleged that Ravsan breached the terms of the agreement as it had not paid the sums specified by the dates in the agreement. Mr Singh applied for a compliance order, but this was subsequently withdrawn once Ravsan paid the outstanding amounts. However, Mr Singh maintained that Ravsan be held liable for a penalty for its initial breach.

Notice of an investigation meeting and its date was served on Ravsan, allowing it to respond to Mr Singh's application. No statement of reply or application for leave was filed by Ravsan. On 20 April 2020, the Employment Relations Authority (the Authority) was advised that Ravsan had made payment of the amounts owing to Mr Singh under the agreement. However, Mr Singh wanted to continue with his application for a penalty for Ravsan's breach. The Authority issued a minute on 22 April 2020 confirming that the investigation meeting was scheduled for 28 April 2020. The minute advised that during the investigation meeting the Authority would consider whether Ravsan should pay a penalty. Both Mr Singh and Mr Lal, the Director of Ravsan, gave evidence.

The issue for determination was whether Ravsan breached the agreement by failing to pay the amounts agreed by the dates specified. If there was a breach, the Authority would then consider whether a penalty should be ordered under section 149(4) of the Employment Relations Act 2000 (the Act) and whether either party should contribute towards the legal costs of the other party.

Under the agreement, Ravsan was required to pay Mr Singh $4,540 for outstanding wages for his period of employment. Payment for these sums was set out to occur in three instalments, with the first being on or before 15 January 2020, the second on or before 15 February 2020 and the third on or before 15 March 2020. The Authority found that Ravsan had breached the agreement as it did not pay the first instalment until 20 January 2020, and the second and third instalments until 17 April 2020.

Section 149(4) of the Act provides that a person who breaches an agreed term of settlement is liable for a penalty. Section 133A of the Act provides mandatory considerations for the Authority when determining an appropriate penalty. These include whether the breach was intentional, inadvertent or negligent and the nature and extent of any loss or damage suffered.

The Authority noted that Ravsan had breached the terms of the agreement on four occasions but that as those matters were related, it was appropriate to deal with them as one breach. The maximum penalty available in respect of this breach is $20,000. Ravsan's failure to pay resulted in Mr Singh losing the use of the money he was entitled to at the time it became due. Ravsan had gained financially by retaining use of the monies as it continued to operate. Although Ravsan had paid all amounts due at the time of the determination, this was not done until after Mr Singh filed proceedings with the Authority.

The severity of a penalty needs to be set at a level that deters employers from breaching settlement agreements. However, the Authority considered that it was not appropriate to heavily penalise Ravsan to the extent that it became unable to operate. Mr Lal explained that the business had been affected by COVID-19 and while it was deemed as

essential, there was little work available. Mr Lad had applied for the Government Wage Subsidy Scheme to pay the wages of other existing employees during this time.

The Authority concluded that Ravsan had breached the agreement and ordered it to pay a penalty of $1,500 for that breach. The payment was to be made within 28 days of the Authority's determination. $1,000 of the penalty was to be passed on to Mr Singh, with the remaining $500 to be transferred into the Crown Bank account. Ravsan was also ordered to pay Mr Singh's filing cost of $71.56.

Singh v Ravsan Electrical Limited [[2020] NZERA 173; 30/04/2020; J Trotman]

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

Discipline

Full and Final Settlements

Restructure and Redundancy

Termination of Employment

Employer News

Unemployment drop shows Govt plan to protect jobs and support businesses is working

Today's unemployment data shows the Government's plan to protect jobs and cushion the blow for businesses and households against the economic impact of COVID-19 was the right decision, Finance Minister Grant Robertson says.

Stats NZ said today that New Zealand's unemployment rate in the June quarter – which includes the period the economy was in lockdown – was 4%, down from 4.2% in March. This compares to the Treasury's Budget forecast for the unemployment rate to hit 8.3% in June.

Grant Robertson said the numbers showed the Government's decision to move quickly to put the Wage Subsidy in place to protect jobs was the right thing to do.

"Our response has protected both lives and livelihoods. The success of the team of five million with our health response, and investments to cushion the blow for businesses and households with policies like the Wage Subsidy, means that New Zealand now has economic opportunities other countries do not have."

New Zealand's 4% unemployment rate compares to 7.4% in Australia, 11.1% in the US and 12.3% in Canada. The OECD average is 8.4%.

"The unemployment numbers show the robustness of the economy. New Zealanders will notice in their communities that the economy is back up and running," Grant Robertson said.

"These numbers show that going hard and early to beat the virus works. Being able to reopen our economy sooner has saved jobs. It is proof that getting on top of the virus is the best thing we can do for our economy.

"However, we know there are still some tough times to come. The Treasury expects unemployment to rise further and peak in the September quarter as the impacts of the global recession caused by COVID-19 feed through to the domestic economy. Many countries are now experiencing second waves, which will lead to a deeper global recession.

"While the number of people in employment fell by only 0.5% during the quarter and was up 1.2% from a year ago, the increase in the underutilisation rate, and number people indicating they had stopped looking for work due to COVID-19 does show the impact this global pandemic is having. That's why we put a comprehensive economic plan in place at Budget 2020 focussed on jobs."

As part of the economic plan announced at Budget 2020, the Government made significant investments to support New Zealanders into jobs, including:

- Free trades training to help get New Zealanders into work
- Providing businesses with up to $16,000 to help cover the costs of an apprentice's first two years
- Boosts to He Poutama Rangatahi, Mana in Mahi, Trades Academies, Careers advice and the Maori Apprenticeships Fund
- Significant new infrastructure investment, including for 8,000 new state homes and regional infrastructure projects to support the construction industry around the country
- Support for SMEs to receive up to $5,000 for business advice and support to help them shift into e-commerce.

Employment Minister Willie Jackson said the Government has also invested in boosting employment services to support people into work.

"We're focussed on making sure groups of New Zealanders that are historically hit hardest by recessions are supported to upskill and enter work.

"We've increased investment particularly to help our young people get the skills they need to get into work through schemes like Mana-in-Mahi, the Maori Apprenticeships Fund and He Poutama Rangatahi," Willie Jackson said.

MSD's employment services have also been supported. During the June quarter, 16,664 benefits were cancelled due to people entering work, with 7,519 of these in the month of June.

New Zealand Government [5 August 2020]

COVID-19 lockdown has widespread effects on labour market

In the June 2020 quarter, the seasonally adjusted unemployment rate fell to 4.0 percent, down from 4.2 percent last quarter, while underutilisation rose, Stats NZ said today.

In the June 2020 quarter:

- unemployment rate fell to 4.0 percent
- underutilisation rate rose to 12.0 percent
- hours worked fell a record 10.3 percent
- the number of people not in the labour force rose 37,000
- the number of employed people fell 11,000
- the wage subsidy scheme was in place from 17 March 2020.

With the country in COVID-19 lockdown when the quarter began, fewer people who did not have a job were actively seeking work. People who were not actively seeking work were not counted as unemployed, resulting in a fall in the unemployment rate. However, many of these people were captured as underutilised.

"Underutilisation – a broader measure of spare capacity in the labour market – and hours worked provide a more detailed picture of New Zealand's labour market than the unemployment rate alone. This quarter, underutilisation rose from 10.4 percent to 12.0 percent – the largest quarterly rise since the series began, while hours worked were down by over 10 percent – another record," labour market and household statistics senior manager Sean Broughton said.

Unemployment rate higher during alert level 1

The official unemployment rate of 4.0 percent is an average across the 13 weeks in the June 2020 quarter. Stats NZ does not typically publish the unemployment rate for shorter periods than a quarter, such as monthly or weekly, as these measures are subject to a greater level of variability and uncertainty. However, they can help us understand quickly changing environments, such as COVID-19 alert levels.

As the quarter progressed, and New Zealand moved through COVID-19 alert levels, the unemployment rate rose. In the earlier weeks of the quarter, when the country was in alert level 4, the unemployment rate was slightly less than three percent. Towards the end of the quarter, when alert level 1 was in place, the unemployment rate rose to nearly five percent. These rates have not been seasonally adjusted.

"During the June 2020 quarter, some people weren't actively seeking work due to the COVID-19 lockdown. Near the end of the quarter, the unemployment rate may have increased because more people sought work as New Zealand moved down the alert levels and restrictions were eased," Mr Broughton said.

To read further, please click the link below.

Statistics New Zealand [5 August 2020]

Injury statistics – work-related claims: 2019

Injury statistics for work-related claims give information about claims accepted by ACC for work-related injuries.

Key facts

- In 2019, the incidence rate of all injury claims was 101 claims per 1,000 full-time equivalent employees (FTEs). This is the lowest rate since the start of the series.
- The Gisborne/Hawke's Bay region had the highest incidence rate of claims in 2019, with 146 claims per 1,000 FTEs.
- Workers aged 75 years and over had the highest incidence rate of claims in 2019, with 174 claims per 1,000 FTEs. However, the small proportion of people working over the age of 75 years means they only made up 1 percent of all injury claims.
- This was followed by the 15- to 24-year-old age group at 133 claims per 1,000 FTEs.

Overall number of claims

In 2019, a total of 238,100 work-related injury claims were made to the Accident Compensation Corporation (ACC) or ACC-accredited employers (down about 1,800 from 2018).

Trade workers had the highest number of claims by occupation in 2019, with 41,500 claims.

There were 37,000 work-related injury claims involving entitlement payments (that is, more serious claims) in 2019, down about 500 from 2018. Entitlement claims include additional payments such as death benefits, loss of earning payments, lump sums, and rehabilitation payments.

The total number of work-related injury fatal claims in 2019 was 72. This has almost halved since the start of the series.

Note: This release contains provisional statistics for work-related claims for injuries in the 2019 calendar year. It also includes final statistics for injuries in the 2018 calendar year, which are updated from last year's published 2018 provisional data.

To download the data, please click the link below.

Statistics New Zealand [3 August 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: Thirteen Bills

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

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

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

Food (Continuation of Dietary Supplements Regulations) Amendment Bill (12 August 2020)

Oranga Tamariki (Youth Justice Demerit Points) Amendment Bill (12 August 2020)

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)

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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