Employer Bulletin

Our Weekly News Digest for Employers

Friday, 7 May 2021

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Contact Us

NZ 0800 300 362
AU 1800 300 362
E advice@ema.co.nz
ema.co.nz

Cases

Employment Relations Authority: Five Cases

Employee breached restraint of trade clause to further own business interests

Mr Hu was employed by Top Star New Zealand Trading Limited (Topstar) from 3 September 2018, until his dismissal on 24 November 2018. Mr Hu claimed his dismissal was unjustified because the trial period within the employment agreement was not effective and the substantive reasons for his dismissal were unfair and unreasonable. Mr Hu claimed the restraint provisions in the employment agreement were not binding and not reasonable and that even if they were, the terms of the employment agreement were unenforceable, because he did not understand the contract when he signed it, did not receive a copy upon request, and did not receive any consideration for the restraint of trade clause.

Section 114 of the Employment Relations Act 2000 (the Act) provides that a personal grievance must be raised with the employer within a period of 90 days. The period begins on the date the action leading to the alleged personal grievance occurs, or came to the notice of the employee, whichever is the later, unless the employer consents to the personal grievance being raised outside the statutory timeframe.

Topstar rejected Mr Hu's claims and stated that Mr Hu raised them outside the 90-day timeframe and they did not consent to it being raised out of time. Topstar argued that Mr Hu breached the obligations within the employment agreement regarding the restraint of trade. Topstar sought compliance orders requiring Mr Hu to observe the restraint of trade clause and to return or destroy confidential information and property retained after his employment ended.

Mr Hu said he raised the personal grievance with Topstar in a WeChat exchange with a co-worker on 15 January 2019, then in a WeChat with Topstar on 26 February 2019. The Employment Relations Authority (the Authority), read the translations and determined that Topstar could not have been expected to understand that Mr Hu was raising a personal grievance. The Authority determined that Mr Hu did not raise a personal grievance within the 90-day time frame.

Mr Hu's employment agreement contained a plain language explanation in fulfilment of section 115(c) of the Act and Mr Hu did not request reasons for his dismissal under section 120 of the Act. There was clear evidence of Mr Hu's familiarity with the parties' employment agreement. The WeChat messages showed Mr Hu confidently expressing views about the restraint of trade clause. It was not clear to the Authority how Mr Hu could so confidently express a view of the employment agreement if either he did not have a copy, or was not very familiar with its terms. For those reasons, the Authority

declined to exercise its discretion and grant leave to Mr Hu to raise his personal grievances out of time.

Topstar's counter claim was that Mr Hu unfairly competed with it, by selling the same auto clips to its customers at a cheaper price within the sales territory he worked during his employment with Topstar. Topstar said Mr Hu had breached the terms of his employment agreement which continued after the parties' employment ended. On 24 June 2019, Topstar's lawyers wrote to Mr Hu formally outlining its concerns, they sought undertakings and information about solicited clients, Mr Hu's use of confidential information and payment of losses.

The letter advised that if the actions were not adhered to, Topstar may file legal proceedings. On the same day, a similar letter was sent to Mr Hu in his capacity as Director of Best Holding Limited. Mr Hu did not directly respond to either letter. His next action was to lodge an application in the Authority for unjustified dismissal.

Topstar sought to rely on clauses in the employment agreement which prevented confidential information and trade secrets being used, and also required company property to be returned when employment ended. Topstar identified the sample board, product flyer and client list as confidential information and company property.

Mr Hu claimed he dropped the sample board at the office door, however Topstar said the sample board was never returned. The Authority was satisfied the sample board was the property of Topstar and Mr Hu had an obligation to return it when his employment ended. The Authority held that Mr Hu had not returned the board or taken reasonable steps to return it. The Authority noted that it was clear that Mr Hu had retained the product flyer of Topstar and substantially reproduced it for commercial benefit in breach of the obligations owed under the employment agreement. Mr Hu had used the client information to further his own business interests and breach his employment agreement.

Mr Hu was ordered to return the Topstar sample board, product flyer and client information within 14 days of the determination. Mr Hu had breached the terms of the restraint of trade clauses in the employment agreement by competing with Topstar. Topstar's damages consequent to Mr Hu's were to be determined later. Penalties against Mr Hu for breach of contract and against Mr Hu and Mr Young for obstruction or delay are to be determined later. Costs were reserved.

Hu v Topstar New Zealand Trading Limited [[2021] NZERA 85; 04/03/2021; M Urlich]

Constructive dismissal claim failed as employer could not have reasonably foreseen substantial risk of resignation

In early September 2018, Ms Young started working as a Café Assistant at Muffin Break. The franchise was operated by Bourson Limited (Bourson). Ms Young alleged that Bourson did not provide her with an employment agreement, failed to provide her with breaks and went through an unfair disciplinary process. Mr Young subsequently resigned in January 2019 claiming she was subject to unjustified actions to her disadvantage and was subsequently constructively dismissed. Bourson denied Ms Young's claims.

Mr Lu, sole Director of Bourson, offered Ms Young the job at the interview, when hours and rate of pay were agreed. Ms Young asked for an employment agreement but started work without one. In late November 2018, Ms Young was told by the Café Manager that she was not allowed to start work because she had not signed the employment agreement. Ms Young phoned Mr Lu, who said she could take the day off and he would come in the next day to sign it. Pay for the day off was not mentioned. At the time of this determination, Ms Young had been working for over two months without an employment agreement. The following day, Mr Lu said that she could not work until she signed the agreement. After Ms Young texted head office about what was going on, Mr Lu called her to apologise, he asked her to come back in and the employment agreement was signed.

The Employment Relations Authority (the Authority) determined that Ms Young was sent home twice by Mr Lu on behalf of Bourson when she would otherwise have been working. The Authority held that these amounted to suspensions from work and that Bourson acted unfairly by suspending Ms Young. Ms Young had therefore established her grievance.

Ms Young also claimed she was not permitted the breaks required by the Employment Relations Act 2000 (the Act). Initially, she received a half hour lunch break and two ten-minute breaks. Ms Young said Mr Lu subsequently told her that she was not allowed to take a second ten-minute break if she needed to go to the bathroom during the shift. The

Authority determined that Bourson did not provide Ms Young with proper rest breaks as it was required to do under the Act. This was an unjustified action to Ms Young's disadvantage because she did not have the breaks she was entitled to.

On 2 December 2018 Mr Lu asked Ms Young to meet with him the next day as he wanted to discuss with Ms Young's use of her phone at work. Mr Lu had arranged for the two of them to meet at one of the tables for customers at Muffin Break. Mr Lu started to discuss Ms Young having her phone on Muffin Break's shop floor, but Ms Young pointed out other employees also kept their phones with them. Ms Young asked about her support person, to which Mr Lu said she could get one, but carried on talking. He gave Ms Young a written warning and said that if she used her phone again there would be serious consequences.

The Authority considered that meeting at Muffin Break was "*unfortunate*". Ms Young was not told it was a disciplinary meeting and was only offered a support person part way through it. Incidents were not fully discussed because Ms Young had limited opportunity to respond. The Authority determined that Bourson's unjustified action was to Ms Young's disadvantage as she was issued a written warning without having received a fair and reasonable process.

Ms Young said she had two weeks off work in January 2019 for mental stress. Mr Lu claimed Ms Young walked out of work, swearing, at lunchtime on 22 January 2019, because he would not give her the weekend off. On 24 January 2019, Ms Young emailed Mr Lu to say she would not be returning to work because it was unbearable, affecting her personal life and mental health. Mr Lu emailed back saying he was sorry she felt that way and accepted her resignation.

The Authority was not satisfied that Bourson set out on a course of conduct with a deliberate and dominant purpose of coercing Ms Young to resign. Although there had been disagreements and tensions Mr Lu did not intend her to resign. While there were several breaches of duty by Bourson that established disadvantage grievances, the Authority did not accept that the breaches were the substantial cause of her resignation. Bourson could not have reasonably foreseen there being a substantial risk of resignation.

Ms Young had not, therefore, established that she was constructively dismissed but had established three grievances. These were regarding the suspensions, failure to provide rest breaks and the unjustified warning. The Authority considered that a 20 per cent deduction for contribution should be made for Ms Young's blameworthy behaviour of using her phone when she should not have. The Authority ordered Bourson to pay compensation of $4,000 for the suspensions, $2,000 for lack of breaks and $4,000 for the disciplinary process and warning, which totalled $10,000 compensation. Costs were reserved.

Young v Bourson Limited [[2021] NZERA 113; 22/03/2021; N Craig]

Non-compliant practices resulted in breaches and subsequent penalties to be paid by both the company and Director

A Labour Inspector lodged two proceedings in the Employment Relations Authority (the Authority) against the respondents, Greywacke Farms Limited (Greywacke) and Mr Kopetschny, Director of Greywacke. It was asserted that both respondents breached obligations under the Holidays Act 2003, the Employment Relations Act 2000, the Minimum Wage Act 1983 and the Wages Protection Act 1983.

Greywacke operates two dairy farms employing 18 employees. All employees identified by the Labour Inspector worked on both farms and were employed on a variety of visa types. In 2019, the Labour Inspector received complaints from past employees and employees employed at the time of this determination, claiming that they had not been paid final holiday pay, were aware of existing employees being paid under the minimum wage, amounts deducted from wages without consent and appropriate penal rates not being paid for employees working on public holidays.

On 11 March 2019, the Labour Inspector informed Mr Kopetschny about the concerns raised and requested a list of employees, employment agreements, wage and time records, and holiday and leave records. Mr Kopetschny responded on 18 and 26 March 2019, by providing handwritten records that raised concerns about completeness and accuracy and an issue of unauthorised deductions from an employee's final pay.

On 1 August 2019, the Labour Inspector produced an Investigation Report on the matter. The Investigation Report identified 13 potential breaches and signaled that enforcement action in the Authority was going to proceed. The

Investigation Report conducted that Mr Kopetschny's unusual method of calculating holiday pay had resulted in most of the beaches of employment standards. The Investigation Report identified serious issues regarding non-compliant record keeping which masked the existence of several employees. Mr Kopetschny had also appeared to have hired at least one migrant worker and breached their visa conditions by allowing them to work for him for cash payments, which also contributed to potential minimum wage breaches. Mr Kopetschny's response to the Investigation Report was to highlight his commitment to the community and helping those in need. He also cited the unique seasonable nature of farm work, suggesting that it made compliance with employment legislation problematic.

The conceded breaches involved 24 employees. The Labour Inspector did not provide a calculation or estimate of the cost of all breaches for all employees apart from a few individual examples. Viewing the nature and extent of the breaches, the Authority held that the sums involved were likely to be reasonably significant. The Authority considered that in industries that are at times labour intensive, the reduction of the cost of labour overheads by illegitimate means gives a perpetrator an unfair competitive advantage over businesses that comply with legal obligations.

Ms Keir, counsel for the respondents, observed that employees from overseas on temporary visas have a degree of vulnerability, however Ms Keir argued that the Authority should also consider Mr Kopetschny's vulnerability due to the difficulties he faced in recruiting and retaining employees. The Authority did not find this a factor to consider in weighing up the vulnerability and power imbalance in an employment context. Considering that the various breaches involved vulnerable employees who were in a situation with less power, the breaches were easily resolvable had Greywacke put in place a compliant payroll system. In mitigation, Greywacke had committed to putting place an IT based payroll system to ensure ongoing compliance, however the extent of the respondents' remorse was not evident in their submissions.

The Authority was not provided with any information to accurately assess the respondent's ability to pay. The onus is on the respondents to provide this information, therefore, the Authority held there were no compelling hardship reasons for it to exercise its discretion to specify any penalty award to be paid by installments.

Taking the totality of factors, the Authority ordered Greywacke to pay a penalty of $20,000. Mr Kopetschny conceded that he was involved in the breaches identified. In applying proportionality and consistency, Mr Kopetschny was personally ordered to pay a penalty of $10,000. Costs were reserved.

A Labour Inspector v Greywacke Farms Limited [[2021] NZERA 87; 03/03/2021; D Beck]

Employer's decision to dismiss employee following their own medical retirement process upheld

Ms Zammit-Ross commenced employment with Oranga Tamariki, Ministry for Children (Oranga Tamariki), as a Social Worker in February 2010. Her place of work was at Te Puna Wai ō Tuhinapo (Te Puna Wai), which is a youth justice facility operated by Oranga Tamariki that accommodates youth offenders who have been remanded or sentenced into custody. Ms Zammit-Ross raised a personal grievance alleging that she had been unjustifiably dismissed following a workplace accident.

On 20 May 2017 Ms Zammit-Ross intervened between two individuals who were fighting in the courtyard. Her hand became twisted in one of the youth's tops as she was attempting to restrain him, which resulted in her wrist becoming injured. An incident report was provided by another staff member a little over an hour after the incident. Ms Zammit-Ross continued working after the incident, but undertook duties with less physical contact, such as tasks performed in the kitchen area. Ms Zammit-Ross began to experience worsening pain in her wrist. On 4 October 2017, she completed a health and safety incident report advising that since the incident she had been experiencing ongoing wrist pain and had recently been to see a specialist.

On 17 October 2017, an ACC medical certificate advised that Ms Zammit-Ross was fully unfit for work until 8 November 2017. An individual rehabilitation plan was developed on or about November 2017 for the wrist injury which had a goal and outcome for Ms Zammit-Ross to return to normal activities at work and home. Ms Zammit-Ross then developed increasing mental health symptoms. It was later disclosed that Ms Zammit-Ross had been diagnosed with PTSD. On 12 February 2018, Mr Caldwell, Residence Manager of Te Puna Wai, proposed a date to have a meeting to discuss Ms Zammit-Ross's health situation, but it did not take place. It was delayed to allow Ms Zammit-Ross to see Dr F, a Psychiatrist for the purposes of assessing how the PTSD may affect her undertaking her role as a Social Worker.

Dr F's report confirmed that Ms Zammit-Ross was receiving treatment for PTSD and reported some recent improvement, however the report stated that she remained "*highly symptomatic and significantly functionally impaired*." The prognosis for a full recovery was stated to take considerably more time, probably one to two years. Furthermore, that there was only a very low likelihood of recovery to full fitness to work in the previous role within 12 months. The report provided that if Ms Zammit-Ross were able to return to work within the next 12 months, further traumatic exposure would exacerbate her symptoms and prolong recovery.

Oranga Tamariki has a policy on medical retirement, it provides two available options which include voluntary and compulsory medical retirement. It was understood by early August 2018 that Ms Zammit-Ross had decided not to take voluntary medical retirement. In a letter dated 9 August 2018, Mr Caldwell wrote to Ms Zammit-Ross to inform her that Oranga Tamariki would commence the start of the compulsory medical retirement process. The background to the decision was set out in the 9 August 2018 letter, with the date of the incident and wrist injury, the secondary diagnosis of PTSD, related medical certificates and Dr F's medical report.

Oranga Tamariki's policy required two medical assessments to be completed. Ms Zammit-Ross was able to nominate one of the Medical Practitioners to complete an assessment and Oranga Tamariki the other. One was completed by Ms Zammit-Ross's GP, the other was completed by Dr F. The medical reports confirmed that Ms Zammit-Ross was fully unfit to return to her role for the foreseeable future and that even if she did become well enough to do so, it would not be medically advisable for her to do so.

After careful consideration, Ms Zammit-Ross was given notice of the decision to end her employment by way of medical retirement. Oranga Tamariki did however, make it known that when Ms Zammit-Ross was well enough, that due to the organisations size, there would likely be a suitable alternative role for her to consider applying for.

The Employment Relations Authority accepted that Oranga Tamariki followed a fair process. Furthermore, that the medical information provided after a year of absence clearly identified that it was unlikely Ms Zammit-Ross could return in any capacity in the short to medium term. It was clear that it was unlikely and inadvisable from a medical perspective that she could ever return to her previous role. In all the circumstances, the decision to terminate Ms Zammit-Ross' employment by way of compulsory medical retirement was one a fair and reasonable employer would make considering all the circumstances, therefore it was justified. The Authority determined that Ms Zammit-Ross' personal grievance for unjustified dismissal was not justified. Costs were reserved.

Zammit-Ross v The Chief Executive, Oranga Tamariki Ministry for Children [[2021] NZERA 100; 12/03/2021; H Doyle]

Unjustified dismissal claim dismissed as representative refused to make out of time application

On 7 May 2020, Mr Seeds lodged with the Employment Relations Authority (the Authority) an application asking for his claim of unjustified dismissal to be addressed. On 27 January 2020 Mr Seed's employment with Superloans Napier Limited (Superloans) was terminated.

Superloans wrote in its Statement in Reply that the dismissal was justified and further raised the defence that Mr Seeds did not raise a personal grievance within the statutory time frame. Superloans subsequently did not consent to allowing Mr Seeds to raise a personal grievance outside of the statutory time limitation pursuant to section 114 of the Employment Relations Act 2000 (the Act). After the Authority had discussions with the parties, it was decided that the question of whether a grievance was properly raised would be determined as a preliminary issue.

On 29 January 2020, a letter was provided to Superloans from Mr Hotton, Mr Seeds representative, alleging that the meeting was unfair and further argued that Mr Hotton was precluded from participating properly as Mr Seeds representative. He asked for another meeting before referring to the letter of dismissal and stating that if his request was not met, he would seek assistance from a Mediator from the Ministry of Business, Innovation and Employment (MBIE). Superloans subsequently responded declining the meeting requested, which was when MBIE became involved.

The Authority needed to determine whether Mr Seeds had raised a personal grievance. Mr Seeds alleged he did so via his application for mediation, but Superloans disagreed. The Authority noted that the only communication between the parties which could have constituted the raising of a personal grievance was the letter of 29 January 2020. The

Employment Court's comments in *Turner v Talley's*, states that an employee needs to bring notice to an employer to a sufficient degree that there is a grievance, the nature of it and how the employee wishes it to be dealt with.

The Authority decided that the letter challenged the process adopted on 24 January 2020. There was no reference to a personal grievance, let alone advice that one was being raised and no mention or possible remedies. The letter identified the dismissal and that if the further meeting was rejected, then further action would follow. The Authority stated that it was unclear whether or not the meeting would address the substantive allegations, or the process adopted on 24 January 2020. The Authority also noted that Mr Hotton's "*damaging*" acknowledgement that the filing with the Authority, which occurred after the expiry of the 90 days, was the first detailed piece of information arguing the case. The Authority ultimately was not satisfied that the letter of 29 January 2020 met the requirements set out by the Employment Court in *Turner v Talley's*.

The Authority then needed to turn to the application for mediation. A personal grievance can be raised by lodging an application with the Authority. The only reason why the same should not apply to mediation is the act that it is generally accepted the process is without prejudice. The Authority was not aware of any decision as to whether that extends to the raising of a personal grievance, however the Authority proceeded as if it were as that was the crux of Mr Hotton's argument.

Superloans' position was that the application to MBIE was a repeat of the 29 January 2020 letter, that it was a continued attack on Mr Bell's, Superloans' representative, conduct during the 24 January 2020 meeting and a request that it be addressed. Superloans claimed that it contained nothing that suggested the lodging of a personal grievance challenging the dismissal. Furthermore, Superloans supported Mr Hotton's acknowledgement that the personal grievance was first detailed through the filing with the Authority.

The Authority acknowledged that a copy of the application to the MBIE would clarify the issues. However, mediation services took confidentiality very seriously and the Authority noted they had little to no chance of receiving that information. Mr Hotton was adamant that he would not seek a copy of the original filing from MBIE, despite the advice that it could be advantageous to Mr Seeds. Mr Hotton said he would rather rely on communications with MBIE after the application was filed. However, the Authority noted that all that would confirm was that there was an application, as there was no reference to substance.

The Authority noted that the onus was on Mr Seeds to establish that he raised a valid personal grievance as required by law. Mr Hotton refused to try to confirm a grievance had been properly raised. The only option left would have been to have made an application to allow the grievance to be allowed to proceed out of time. Mr Hotton also refused to do this despite it being in his client's best interest.

The Authority held that the failure to provide evidence to support that the raising of the grievance was valid, coupled by the refusal to try to remedy the deficiency, meant the Authority could not proceed. The Authority concluded that Mr Seeds application he was unjustifiably dismissed was out of time. Costs were reserved.

Seeds v Superloans Napier Limited [[2021] NZERA 144; 14/04/2021; M Loftus]

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

Employment Relations Authority

Labour Inspectors

Incapacity

Restraints of Trade

Employer News

No positive outcomes from FPA proposal

The EMA says there will be no positive outcomes from the Fair Pay Agreement (FPA) proposal for businesses.

Chief Executive Brett O'Riley says the effects of the proposal to Cabinet today on FPAs to standardise conditions across industries or occupations will make them less flexible, less resilient and ultimately less productive.

The EMA is also concerned that only unions can initiate bargaining for an FPA in the proposal, which does not allow for voluntary negotiation and arbitration, and is currently a breach of international law. This has repeatedly been raised with the Government in the lead-up to this announcement.

Mr O'Riley says FPAs are equally disadvantageous to everyone – employers and employees – and will not achieve the highly-skilled, innovative workforce and economy with well-paid jobs that is needed.

"Given there is no evidence that FPAs will increase productivity or reduce inequality – which have in fact both improved since company-level bargaining became permitted in 1991 – where are the benefits and why is the Government looking at this beyond copying what has happened unsuccessfully in Australia?"

"Essentially, this would take us back to the past when we had industrial awards which saw workers' share of Gross Domestic Product (GDP) decline and more inequality in income than we have now. This is not the way to create a high performing competitive economy," Mr O'Riley says.

The EMA has no anecdotal evidence from its 7400 member businesses that employers are cutting down their costs to get contracts by paying people less, except where Government procurement has forced this outcome in areas like the provision of bus services.

"Our concern is that FPAs will result in higher wages, and the solution for businesses will be to cut down their workforce, or in the case of already struggling manufacturers and SMEs, they may have to shut up shop," says Mr O'Riley.

"Those at greatest risk will be the unskilled, unemployed and inexperienced – particularly our young people, because typically they are the cohorts that are impacted the most by margin pressure or downturns, as evidenced during the last 12 months."

 Employers and Manufacturers Association [7 May 2021]

Productivity Commission inquiry into immigration settings

The Productivity Commission will hold an inquiry into immigration settings to ensure New Zealand's long term prosperity and wellbeing, Grant Robertson and Kris Faafoi say.

This inquiry, the first under the new Productivity Commission chair, Dr Ganesh Nana, will focus on immigration policy as a means of improving productivity in a way that is directed to supporting the overall well-being of New Zealanders.

"The disruption caused by COVID-19 has provided us a rare and unique opportunity to focus an inquiry on an area that makes a significant contribution to New Zealand's labour market, culture and society," Grant Robertson said.

"Many migrants settle smoothly and prosper here, benefiting themselves, their families and New Zealand. They bring a highly valuable diversity of skills, talents, knowledge, experience, international connections, and financial social and cultural capital.

"However, it is important that we better understand the economic and other impacts of New Zealand's immigration system. For example, some firms, industries and regions rely heavily on migration to meet their skill and labour needs and

there is concern that this has led to downward pressure on wages. Further, despite the large increase in net migration in the last decade, skill shortages remain in some industries.

"This inquiry will enable New Zealand to strategically optimise its immigration settings by taking a system-wide view, including the impact of immigration on the labour market, housing and associated infrastructure, and the natural environment."

This inquiry will complement existing work being led by the Minister of Immigration, including the implementation of reforms to temporary work visas and a review of the Skilled Migrant Category visa.

"The Productivity Commission inquiry is a chance to take a longer term look at the immigration system. We will also be making changes to our immigration settings this year, as we prepare for the opening of our borders and continue to tilt the balance away from low-skilled work, by attracting high-skilled migrants and meeting genuine skills shortages," Kris Faafoi said.

"I expect to announce the direction of more immediate changes in the coming weeks."

New Zealand Government [3 May 2021]

NZ Cook Islands travel bubble significant step in COVID-19 recovery

New Zealand Prime Minister Jacinda Ardern and Cook Islands Prime Minister Mark Brown have today announced that, pending final confirmation by New Zealand's Director-General of Health and the Cook Islands Secretary of Health, two-way quarantine-free travel will commence between the two countries on 17 May (NZT).

"Two way quarantine-free travel is a significant step in both countries' COVID-19 recovery, and a direct result of both New Zealand and the Cook Islands' successful response to the pandemic," Jacinda Ardern said.

"It will mean families can reconnect, commercial arrangements can resume and Kiwis can take a much-welcomed winter break and support the Cook Islands' tourism sector and recovery.

"That we can take this step in our recovery so soon after opening the trans-Tasman bubble highlights the benefits of our COVID-19 management, and the opportunities it is now providing New Zealand and our neighbours.

"This is a world-leading arrangement and it's important to remember many other countries still have bans in place on travel for holiday purposes."

Jacinda Ardern said a huge amount of work had gone into ensuring the two-way bubble was safe and that the Cook Islands was set up and ready for it.

"The health and safety of the people of the Cook Islands has at all times been paramount.

To read further, please click the link below.

New Zealand Government [3 May 2021]

Drop in unemployment shows Govt economic plan is working

The Government's economic recovery plan continues to be reflected in the labour market, with more people in work and unemployment falling.

Stats NZ figures show employment rose by 15,000 in the March quarter, with 14,000 more women in work.

The unemployment rate fell from 4.9 percent to 4.7 percent. This compares with the Treasury's Half year Economic and Fiscal Update forecast unemployment rate of 6.5 percent.

"The Government's plan to keep people connected to their job and accelerate the recovery has been reflected in these positive results. An extra 32,000 people are in jobs since September 2020, when unemployment peaked at 5.2 percent," Grant Robertson said.

"The Government's COVID-19 response to outbreaks in February helped support workers and businesses, through measures such as the Resurgence Support Payment and Wage Subsidy.

"The number of people employed in Auckland hit a record high in the March quarter, to 922,000.

To read further, please click the link below.

 New Zealand Government [5 May 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: Seven Bills

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

Lawyers and Conveyancers (Employed Lawyers Providing Free Legal Services) Amendment Bill (7 May 2021)

Social Security (Subsequent Child Policy Removal) Amendment Bill (19 May 2021)

Mental Health (Compulsory Assessment and Treatment) Amendment Bill (19 May 2021)

Inquiry into congestion pricing in Auckland (20 May 2021)

Sunscreen (Product Safety Standard) Bill (26 May 2021)

Incorporated Societies Bill (28 May 2021)

Financial Sector (Climate-Related Disclosures and Other Matters) Amendment Bill (28 May 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

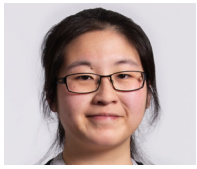
Lisa Oakley
+64 27 573 5483
lisa.oakley@ema.co.nz
Auckland

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

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