Employer Bulletin

Our Weekly News Digest for Employers

Friday, 9 July 2021

In this Issue

Contact Us

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

Cases

Employment Relations Authority: Five Cases

Management style did not amount to bullying

Ms Jamieson worked for Canterbury Bulk Freight Limited (Canterbury Bulk Freight) in an Office and Warehouse Support role. Ms Jamieson claimed she was bullied by Ms Rawson, Canterbury Bulk Freight's Office Manager during the course of her employment. In May 2018, Ms Jamieson spoke to Mr Cowdell, Director of Canterbury Bulk Freight about the bullying allegation. Mr Cowdell subsequently advised Ms Jamieson that her role was being reduced and she would work part time in the office and there would be some additional hours of work helping on the trucks with deliveries. Ms Jamieson was unable to work on the trucks due to her childcare responsibilities and could not afford a drop in hours, so she resigned. Following her resignation, Ms Jamieson raised personal grievances for unjustified dismissal and unjustified action causing disadvantage.

Ms Jamieson's complaint was that she was bullied by Ms Rawson and claimed that Canterbury Bulk Freight did not protect her from this. Ms Jamieson and Mr Cowdell acknowledged during employment that she had little prior experience in office and administrative work. Canterbury Bulk Freight was committed to giving Ms Jamieson a chance as she was eager to learn, and Ms Rawson would be able to train and supervise her in her role.

Canterbury Bulk Freight had employed previous office staff and trained those employees with on-the-job training. Ms Rawson would show new employees what to do and would then supervise the employees when they would perform tasks. Ms Jamieson was apprehensive about being trained this way. However, she acknowledged the first month of her employment went smoothly and she seemed to respond to the training and supervision.

Over time, Ms Jamieson described a deterioration in Ms Rawson's conduct towards her. Ms Jamieson alleged that Ms Rawson made comments when she got something wrong, or did not know how to do something, which made her feel stupid and impacted on her self-esteem. Ms Jamieson stated that comments included "*it's just common sense*" and "*I don't know why you're not getting it*".

From Canterbury Bulk Freight's perspective, it believed Ms Jamieson's performance deteriorated as she made increasingly more mistakes and did not respond to instruction or direction from Ms Rawson. Ms Rawson acknowledged that she became frustrated by this and did on occasion say "*it's just common sense*" but did not mean it as an insult.

The Employment Relations Authority (the Authority) took the view that Ms Rawson was not bullying Ms Jamieson, but rather tried to manage and supervise her, though Ms Rawson's own frustration did occur. The Authority held that the working relationship and management style was not ideal and that the management style did not work for Ms Jamieson. The Authority did not find that this amounted to some adverse or unacceptable behaviour such as bullying. Therefore, Ms Jamieson's claim for disadvantage failed.

Ms Jamieson's grievance for unjustified dismissal was raised when she resigned due to her role having been changed by Canterbury Bulk Freight. Canterbury Bulk Freight informed Ms Jamieson that there was not enough work for her to continue full time and her role was being downsized. However, the hours she was doing were going to be picked up by Ms Rawson. She was offered additional work as a Driver's Assistant to make up her hours to what she originally was doing.

The Authority found that Canterbury Bulk Freight restructured Ms Jamieson's role because of performance concerns. The restructure was a sham to move Ms Jamieson into a lesser and different role, so Canterbury Bulk Freight did not have to deal with any ongoing performance issues. Canterbury Bulk Freight effectively made a unilateral decision to reduce Ms Jamieson's role and then imposed that on her, leaving her with two unworkable options in terms of ongoing employment. It was therefore foreseeable that Ms Jamieson would resign in response to a flawed restructuring that effected a unilateral change to her role leaving her with only part time work. Therefore, Ms Jamieson was unjustifiably dismissed.

Ms Jamieson's claim for unjustified dismissal was upheld. The Authority ordered Canterbury Bulk Freight to pay Ms Jamieson $15,000 for compensation, $9,880 for lost wages and $304 for wage arrears. Costs were reserved.

Jamieson v Canterbury Bulk Freight Limited [[2021] NZERA 188; 07/05/2021; P Van Keulen]

Substantial remedies awarded to fixed term employees

IAY and CYE were employed as Farm Assistants by Mathis Farming Limited (Mathis Farming) from 4 June 2019 on 12-month fixed term employment agreements. Although IAY's employment ended by operation of the fixed term, the last months of his employment he was off work on sick leave. CYE's employment ended by way of resignation on 24 September 2019. IAY and CYE both claimed Mathis Farming breached the terms of their employment agreements which amounted to personal grievances. They sought remedies including compensatory damages, lost wages and wage arrears. They also sought an award of penalties against Mathis Farming.

During their employment IAY and CYE worked on their first calving season, which ran July to September 2019. The hours they were required to work during this period was a central issue. IAY and CYE worked according to a roster with a normal start time of 5am and end time of 5.30pm with three days off in every 11-day span. In practice the usual work pattern was 11 days on and three days off. The employees agreed that they would be "*available to work reasonable additional hours and additional days, from time to time as required*".

IAY and CYE claimed the additional hours were not reasonable because they were not consulted about the additional time requirements. Mathis Farming claimed they were paid for every hour worked and they had agreed to work additional hours. The Employment Relations Authority (the Authority) determined that Mathis Farming had breached their obligations to give fair notice and an opportunity to comment on the extended hours. These breaches had disadvantaged IAY and CYE in their employment.

Pay records showed that IAY was paid late eight times and CYE six times during employment. The Authority held this compromised the employees' ability to meet their financial obligations and provide for their families. Personal grievances for the late payments were therefore established. There were also deductions which were made by Mathis Farming that breached the Wages Protection Act 1983 (the Wages Protection Act). Additionally, the Authority was satisfied that a pay increase of 51 cents per hour on successful completion of the trial period for IAY had not been paid. Wage arrears were accordingly established.

IAY and CYE claimed they were often unable to take their breaks because of workload or animal welfare issues. The Authority decided that Mathis Farming failed to take reasonable steps to ensure IAY and CYE were able to take their breaks as soon as practicable. Furthermore, in late July 2019, IAY raised a complaint with Mathis Farming about a

colleague who had made physical threats aimed at both IAY and one of his children. While a verbal warning was given, the Authority felt that Mathis Farming was obliged to seriously consider the complaints.

The various breaches of duty by Mathis Farming eventually caused CYE to resign. CYE stated that despite attempts to engage with Mathis Farming to resolve the issues, it became clear to her that the situation would not improve. These breaches were sufficiently serious that a risk of resignation was foreseeable, and this was indicated clearly to Mathis Farming by CYE. The Authority found that CYE was unjustifiably constructively dismissed from her employment with Mathis Farming in late September 2019.

The unjustified actions of Mathis Farming had a profound and negative impact on IAY and CYE. The Authority accordingly awarded $15,000 compensation to IAY for humiliation, loss of dignity and injury to feelings. It awarded $18,000 to CYE for humiliation, loss of dignity and injury to feelings.

IAY did not return to work at the farm after 27 September 2019. He sought payment from that date until the date his employment would have ended under the terms of his fixed term agreement, being 31 May 2020. The Authority was satisfied there was sufficient connection, supported by medical certificates, between IAY's absence from work from 28 September to 7 January 2020. IAY was entitled to lost wages of $12,247.20. CYE was able to secure new employment within four weeks of her employment ending with Mathis Farming. The Authority determined that CYE was entitled to four weeks lost wages of $3,404.12. IAY was also entitled to interest on wage arrears awarded of $67.45 and $936.48, and CYE of $869.50.

The Authority ordered Mathis Farming to pay a $2,000 penalty for breaches of the Wages Protection Act, fifty per cent to be paid to the Crown. A further penalty of $2,000 was imposed for breaching good faith obligations under the Employment Relations Act 2000, fifty per cent to be paid to the Crown. Costs were reserved.

IAY v Mathis Farming Limited [[2021] NZERA 193; 10/05/2021; M Urlich]

Lack of response by employer saw breach of settlement agreement interpreted as intentional

Ms Paku applied to the Employment Relations Authority (the Authority) on 14 December 2020 requiring Hotel Chathams Limited (Hotel Chathams) to comply with the terms of a settlement agreement it made with her. The settlement agreement was signed by Ms Paku, Ms Croon, Co-Director of Hotel Chathams and a Ministry of Business, Innovation and Employment Mediator. It was signed pursuant to section 149 of the Employment Relations Act 2000 (the Act). The settlement agreement required Hotel Chathams to pay Ms Paku outstanding wages, a compensatory payment and costs for Ms Paku's legal representation. Mr Balfour, Ms Paku's representative, sought a compliance order, further costs and a penalty for the breach of the settlement agreement. Ms Paku's Representative, Mr Balfour, indicated that at the time of the determination, the outstanding wages and costs had been paid.

Apart from briefly participating on a telephone hearing, Ms Croon failed to participate in any other proceedings. The Authority was satisfied that Ms Croon was given ample opportunity to respond to Ms Paku's claims and had been informed of the penalty sought by Ms Paku. Ms Croon provided no explanation for the continued breach of the settlement agreement. Mr Balfour claimed that there were several unsuccessful attempts to resolve the outstanding payments with Ms Croon. This included email correspondence to and from Ms Croon and an invoice for legal costs.

Ms Paku provided a statement to the Authority explaining how the non-compliance by Hotel Chathams had affected her. Ms Croon gave no explanation for failing to meet the agreed compensatory payment and the contribution towards Ms Paku's legal costs. Consequently, the Authority found that the terms of the settlement agreement were breached. It ordered Hotel Chathams to make the payments overdue within 14 days of the determination.

Under section 149 of the Act, the Authority has the jurisdiction to award a penalty against a defaulting party. In the situation of a company, the maximum penalty is $20,000 for each breach. As the settlement agreement was full and final, Ms Paku gave away an opportunity to pursue her personal grievance. The Authority held that this was a compromise of rights in return for Ms Paku's consideration that had not been met in full. Given that Ms Croon chose not to provide an explanation on behalf of Hotel Chathams, the Authority inferred that this was an intentional breach. The Authority

acknowledged that the amounts due fell within a difficult period for businesses and that the wage arrears component of the settlement agreement had been paid. However, no steps had been taken to resolve matters by Hotel Chathams.

In considering the above, the Authority held that a penalty of $1,500 was reasonable in the circumstances. Hotel Chatham was required to pay $500 to the Crown bank account and $1,000 to Ms Paku. Pursuant to section 137(iii) of the Act, the Authority ordered Hotel Chathams to pay Ms Paku the sum of $5,000 without deduction. Ms Paku had informed the Authority that the issue of costs of this action had been resolved between the parties.

Paku v Hotel Chathams Limited [[2021] NZERA 173; 29/04/2021; D Beck]

Consultation process lacked any semblance of procedural fairness

Civic Limited (Civic) performs streetscape and parks cleaning and maintenance services. Most of its work is undertaken for local government councils, usually as a sub-contractor to head contractors. Ms Hayward worked for Civic on a number of short-term engagements as an independent contractor before being offered and accepting a permanent employment role as Finance Manager. Ms Hayward entered into a written employment agreement with Civic on 5 February 2020. In March 2020 New Zealand went into full lockdown as a result of the COVID-19 pandemic.

Throughout March 2020, staff were updated on a regular basis about the impacts the lockdown was having on work and the company's cash-flow situation. This included information about possible wage reductions. On 26 March 2020, Ms Hayward emailed Mr Revfeim, a Director and Civic's General Manager, and told him that as a person in the highest salary group, she would accept a greater salary reduction for a temporary period. On 5 April 2020 Mr Revfeim advised all employees, including Ms Hayward, that salaries of all admin and management roles would be reduced between 20 and 25 per cent. Employees were invited to contact Mr Revfeim if they strongly disagreed or would face financial hardship.

On 20 April 2020, Mr Revfeim contacted Ms Hayward by telephone. It was common ground that during the call Mr Revfeim told Ms Hayward he was unhappy with their business relationship as it was not working well. This was not news to Ms Hayward, who had raised concerns with Mr Revfeim about a number of business and accounting decisions he had made. By this time in the employment relationship, Ms Hayward believed her opinions were not respected or valued. Mr Revfeim asked her what she would do in his position, and she replied saying that she would make herself redundant. The call ended when Ms Hayward asked Mr Revfeim to email her formalising what he wanted to do, which he did.

On 22 April 2020, Ms Hayward responded to Mr Revfeim's email pointing out that while he did not mention redundancy, it appeared she was being given immediate notice with an imminent departure with no alternatives. Mr Revfeim reminded Ms Hayward that he had spoken to her a few times during the past few months about her behaviour and attitude. Mr Revfeim told Ms Hayward her role would be made redundant, there were no plans to have a similar role and Civic was looking to outsource its management accounting work. On 24 April 2020, Ms Hayward wrote to Mr Revfeim setting out her concerns about the lack of consultation, breaches of good faith, and the reasons why she considered her role was necessary. On 27 April 2020, Ms Hayward was given notice of her dismissal by reason of redundancy.

Ms Hayward challenged the ending of her employment, which she claimed was unjustified. Ms Hayward also claimed Civic breached its statutory duty of good faith and the terms of her employment agreement and asked the Employment Relations Authority (the Authority) to impose penalties for the breaches. Civic denied Ms Hayward's dismissal was unjustified, that it breached the terms of the employment agreement or its statutory obligations of good faith. Mr Revfeim claimed he and Ms Hayward agreed on 20 April 2020 that her employment would end by reason of redundancy after he had raised concerns about their relationship and behavioural issues with her.

Mr Revfeim had taken Ms Hayward's comment to his hypothetical question on 20 April 2020 as consent for him to proceed to disestablish her position and dismiss her by reason of redundancy. Mr Revfeim did not disclose to Ms Hayward that his intention was to outsource her role until after he had confirmed her notice period. Mr Revfeim did not appear to have considered what, if any, cost savings would be made by disestablishing Ms Hayward's role and whether those costs savings were necessary for the ongoing viability of the business and no other employees were made redundant. Civic was in receipt of a government wage subsidy to cover Ms Hayward's salary. Considering these factors, the Authority found her dismissal was unjustified. The consultation process lacked any semblance of procedural fairness. The failures by Civic were not minor and led to Ms Hayward being treated unfairly.

Ms Hayward sought reimbursement of nine months lost wages from the date of her dismissal to the date of the investigation meeting and compensation in the sum of $35,000 for humiliation, loss of dignity and injury to feelings. Section 128(2) of the Employment Relations Act 2000 provides for an order of the lesser of a sum equal to her lost remuneration, or to three month's ordinary time remuneration.

Ms Hayward had successfully established a personal grievance. The Authority considered the evidence and warranted an award of compensation in the sum of $25,000. Civic was ordered to pay three months' pay in the sum of $30,000 gross. Costs were reserved.

Hayward v Civic Limited [[2021] NZERA 205; 17/05/2021; V Campbell]

Unjustified dismissal established due to procedural failings in redundancy by employer

Mr Woolford worked for Tech Data Advanced Solutions (ANZ) Ltd (Tech Data) as a Business Development Manager and was part of its small three-employee New Zealand team, based in Auckland. On 30 July 2019, Tech Data issued Mr Woolford one month's notice of dismissal on the grounds of redundancy. After his employment ended, Mr Woolford raised a personal grievance for unjustified dismissal and disadvantage. Mr Woolford claimed Tech Data had not followed a fair process in restructuring its business in New Zealand. Mr Woolford raised his personal grievance after Tech Data's lawyers wrote to him in early September 2019 alleging that he had, shortly before his employment ended, sent confidential information from his work computer to his personal email address.

Tech Data alleged that this was a breach of the employment agreement. Tech Data alleged that Mr Woolford sent information from his work computer to his private email address and was making plans to use that information for his own purposes. Mr Woolford claimed he had sent emails to his personal computer for legitimate work purposes and denied making admissions to a Tech Data manager about plans for using information in those emails.

Tech Data claimed it had acted fairly in the restructuring process which led to his dismissal. On 30 July 2019, Ms Lane, Tech Data's Country Sales Manager, acting under guidance from head office in Australia, arranged a meeting with Mr Woolford. In that meeting she handed Mr Woolford a letter giving notice of redundancy. That letter was found to contain inaccuracies. Firstly, the letter stated that Tech Data had consulted Mr Woolford regarding his role over the last few months. Secondly, the letter referenced Mr Woolford being provided with an opportunity to review a proposal on the redundancy of his role and having considered his input that day. The letter, written and signed in advance, described supposed conversations and considerations which had not, in fact, taken place.

Thirdly, the letter also stated that the decision to terminate his employment was made after considering his feedback in discussion with Ms Lane on 30 July 2019, but the decision had been made by Ms O'Keeffe, Tech Data's Country General Manager, in a meeting she had on 23 July 2019. Mr Woolford was not part of that 23 July 2019 meeting and did not know about it. Lastly, the letter made reference to the decision having considered Mr Woolford's feedback over the last few months.

In his evidence to the Employment Relations Authority (the Authority), Mr Woolford acknowledged that he said he thought it would be him and not Mr Johnston, Tech Data's Technical Product Specialist, or Ms Lane, who would lose their job if the targets were not met. Furthermore, that Mr Woolford had talked about what other job opportunities there might be elsewhere for him. The Authority held that the communications could not reasonably be taken to be consent to ending his employment without an opportunity to comment on a specific proposal about when and how that might happen. The Authority held that Mr Woolford established a personal grievance for unjustified dismissal.

The personal grievance Mr Woolford established concerned procedural failures, not the business rationale for his dismissal for redundancy. The measure of lost wages is reached from an assessment of how long it might take an employer to fairly consult with their employee before reaching what, in most cases, could result in the same decision due to underlying business needs. In this case that period would have been two weeks, which was $4,000 based on Mr Woolford's base salary. The Authority was satisfied that the news of Mr Woolford's redundancy on 30 July 2019 was a shock to him. Mr Woolford was awarded compensation for that shock and the effect it had on him during the two weeks or so that Tech Data should have been engaging in proper consultation with him of $9,000.

The Authority weighed the need for deterrence and for the need to promote good faith behaviour. Consequently, the Authority ordered a penalty in this case of $4,000, none of which was to go to Mr Woolford. This was due to Mr Woolford having been found to have breached his employment agreement by emailing to his personal email account, confidential information regarding customers and deals he had been a part of. To uphold the statutory object of trust and confidence and to deter intentional breaches of agreed terms of employment, the Authority ordered Mr Woolford to pay a penalty of $2,000. Tech Data could offset the $2,000 penalty Mr Woolford incurred against the lost wages and compensation for hurt and humiliation. Costs were reserved.

Woolford v Tech Data Advanced Solutions (ANZ) Limited [[2021] NZERA 197; 11/05/2021; R Arthur]

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

Performance Management

Full and Final Settlements

Individual Employment Agreements

Restructuring and Redundancy

Employer News

Clean Car Package revs up with RUC exemption extension

To further encourage the uptake of electric vehicles to reduce emissions, the Government has extended the Road User Charges (RUC) exemption for light electric vehicles saving Kiwis around $800 a year, Transport Minister Michael Wood announced today.

Electric vehicles are exempt from paying road user charges that normally apply to vehicles that don't pay for petrol at the pump. This exemption has been extended until 31 March 2024 as part of the Government's Clean Car Package.

"Our Government is continuing to take action to tackle transport emissions to meet our 2050 carbon neutral target – part of this is helping Kiwis into cleaner cars," Michael Wood said.

"New Zealanders can save about $800 per year with this exemption, giving them another reason to make the switch to an electric vehicle. Given charging your electric vehicle at home off-peak is like buying petrol at around 40c/litre, there are huge savings to be made.

"The Clean Car Discount is also helping with the upfront cost of getting an electric vehicle, with Kiwis getting up to $8,625 back in the hand.

"While the Clean Car Discount is providing support to those purchasing zero emission cars now, the exemption continues to provide support for those who bought one before the Discount was announced.

"We're doing the work to make sure Kiwis can have confidence to make the switch by giving the Low Emission Transport Fund nearly four times the funding by 2023 to continue to grow the nationwide EV charging network. Electric vehicle chargers are already available every 75km along most state highways.

To read further, please click the link below.

New Zealand Government [6 July 2021]

Quad bike maintenance a non-negotiable

Checking tyre pressure on quad bikes should be a fundamental health and safety process, says WorkSafe New Zealand.

Harm resulting from quad bikes continues to be a serious issue in New Zealand. There have been 75 fatalities across the country since 2006. A further 614 people have been seriously injured.

The reminder comes after a fatality on Tui Glen Farms in Wharepuhunga in the Waikato in January 2020.

An experienced employee was fatally injured when the quad bike they were riding with their dog rolled on a steeply sloping area of the farm. The victim was found pinned underneath the bike.

A WorkSafe investigation found that the quad bike provided to the staff member had incorrectly inflated tyres with significant variations of over-inflation of tyre pressures. It also found that the staff member had not been trained and instructed on how to check and maintain tyre pressure.

“Planning on the farm needed to include a more comprehensive system for checking the quad bikes tyre pressure,” says WorkSafe Area Investigation Manager Paul West.

WorkSafe strongly recommends that farmers consider what vehicles are best suited for the different roles and terrain of their farms. A side by side vehicle or farm Ute may be a safer option than a quadbike for some jobs.

To read further, please click the link below.

WorkSafe [6 July 2021]

New leaders pick up the tools to help fix skills shortages

The six new groups tasked with bringing together industry and vocational education providers now have both the tools and the leadership to get cracking, Education Minister Chris Hipkins says.

The Minister joined the 54 newly-appointed Workforce Development Council (WDC) members at a launch event in Wellington this evening.

“The job of these councils will be to set skill standards, help industry achieve greater influence over what and how training is delivered and play a leadership role for their industries.

“Future planning will be a critical part of their role. Ensuring our training providers are offering the right courses, to get the right people graduating with the right skills to address our country’s skill shortages.

“This includes meeting the needs of IT, engineering, primary industries, building and construction and many other industries where industry currently finds recruitment difficult.”

The WDCs will moderate assessments against industry standards and, where appropriate, set and moderate assessments at the end of a qualification.

To read further, please click the link below.

New Zealand Government [7 July 2021]

Employer Bulletin

Friday, 9 July 2021

Effects of COVID-19 on trade: At 30 June 2021 (provisional)

Effects of COVID-19 on trade is a weekly update on New Zealand's daily goods trade with the world. Comparing the values with previous years shows the potential impacts of COVID-19.

To read further, please click the link below.

Statistics New Zealand [7 July 2021]

Third employer charged as a result of INZ's construction sector compliance work

Immigration New Zealand (INZ) has filed charges against another employer over the use of unlawful migrant labour in the building and construction sector in Auckland.

The prosecution centres on two migrant workers located at a Tamaki building site on 27 April who were working in breach of their visa conditions.

A company director faces two charges under Section 343(1)(a) of the Immigration Act for aiding and abetting the workers to be employed in breach of their visa conditions. The penalty for such an offence is a prison term of up to seven years, a fine not exceeding $100,000, or both.

The employer company also faces two charges under Section 350(1)(a) of the Immigration Act for allowing a person to work knowing they are not entitled to do so. If convicted, an offender can be fined up to $50,000.

To read further, please click the link below.

Immigration New Zealand [7 July 2021]

Workers must be competent or directly supervised when operating cranes

WorkSafe New Zealand is warning businesses that it is unacceptable to allow staff to operate cranes and other machinery without direct supervision or appropriate training.

To read further, please click the link below.

WorkSafe [7 July 2021]

Govt laying tracks to support economic recovery

The Government is fulfilling its commitment to bring New Zealand's rail network back up to scratch and support the economic recovery, Transport Minister Michael Wood announced today.

KiwiRail's inaugural Rail Network Investment Programme (RNIP) was released today which details renewals and upgrades on the rail network over the next three years.

To read further, please click the link below.

New Zealand Government [8 July 2021]

Employer Bulletin

Friday, 9 July 2021

Legislation

Note: Bills go through several stages before becoming an Act of Parliament: Introduction; First reading; Referral to select committee; Select committee report, Consideration of report; Committee stage; Second reading; Third reading; and Royal assent.

Bills open for submissions: Nine Bills

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

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

Ngāti Rangitihi Claims Settlement Bill (4 August 2021)

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

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

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

Holidays (Parent-Teacher Interview Leave) Amendment Bill (18 August 2021)

Ngāti Maru (Taranaki) Claims Settlement Bill (18 August 2021)

Crown Minerals (Decommissioning and Other Matters) Amendment Bill (19 August 2021)

Inquiry into school attendance (31 August 2021)

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

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

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

2021 EMA Member Survey

Take part in our annual member survey and go into the draw to win a wellbeing pack worth over $1,000.

The 10 minute survey helps the EMA ensure we provide the services and resources you need to help your business succeed now and in the future.

To participate, please click the link below.

Survey Monkey [6 July 2021]

Advisory Services

Employment Relations & Human Resources Consultants

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

Peter Elder
+64 27 271 1384
peter.elder@ema.co.nz
Auckland

Russell Drake
+64 21 686 621
russell.drake@ema.co.nz
Waikato

Nikki Iuli
+64 27 280 2261
nikki.iuli@ema.co.nz
Bay of Plenty &
South Waikato

Tarrin Terry
+64 27 398 7339
tarrin.terry@ema.co.nz
Bay of Plenty &
South Waikato

Chris Longman
+64 27 403 1788
chris.longman@ema.co.nz
Bay of Plenty

Sarah Selwood
+64 27 474 4954
sarah.selwood@ema.co.nz
Auckland

Murray Broadbelt
+64 27 4300 113
murray.broadbelt@ema.co.nz
Northland

Jason Tuck
+64 21 992 192
jason.tuck@ema.co.nz
Auckland

Bruce Lotter
+64 27 535 1469
bruce.lotter@ema.co.nz
Auckland

Clive Thomson
+64 27 437 2808
clive.thomson@ema.co.nz
Bay of Plenty &
South Waikato

Myriam Heynen
+64 21 920 414
myriam.heynen@ema.co.nz
Auckland

Ash Dixon
+64 21 265 909
ash.dixon@ema.co.nz
Auckland/Northland

Brent Torrens
brent.torrens@ema.co.nz
Auckland

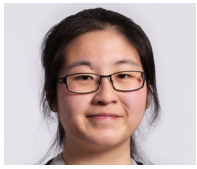
Lisa Oakley
+64 27 573 5483
lisa.oakley@ema.co.nz
Auckland

Legal Team

Matthew Dearing
Managing Solicitor
+64 27 284 4042
matthew.dearing@ema.co.nz

Michael Witt
Senior Solicitor
+64 27 405 3359
michael.witt@ema.co.nz

Beverley Edwards
Senior Solicitor
+64 7 839 6223
beverley.edwards@ema.co.nz



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

Kent Duffy
Solicitor
+64 27 569 9307
kent.duffy@ema.co.nz

Ruthi Bommoju
Solicitor
+64 27 551 8565
ruthi.bommoju@ema.co.nz

Julie Hardaker
Special Counsel
+64 21 284 8618
julie.hardaker@ema.co.nz

Health & Safety Consultants

Geoff Brokenshire
+64 21 595 090
geoff.brokenshire@ema.co.nz
Bay of Plenty & Waikato

Brent Sutton
+64 27 590 5442
brent.sutton@ema.co.nz
Auckland

Keith Robinson
+64 27 278 7759
keith.robinson@ema.co.nz
Auckland

AdviceLine

Sean Hanna
AdviceLine Team Manager
0800 300 362

Sandamali Gunawardena
Employer Advisor
0800 300 362

Samantha Butcher
Employer Advisor
0800 300 362

Bethany Shepherd
Employer Advisor
0800 300 362

Waren Thomas
Employer Advisor
0800 300 362

Jess Husband
Employer Advisor
0800 300 362

Drew Prescott
Employer Advisor
0800 300 362

Eric Cook
Employer Advisor
0800 300 362

Take advantage of these services and more with your membership.

Free call our team on

0800 300 362