BusinessCentral

EMPLOYER BULLETIN

3 February 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Budget will be delivered on 22 May

Finance Minister Nicola Willis has announced Budget 2025 – the Growth Budget - will be delivered on Thursday 22 May.

"This year's Budget will drive forward the Government's plan to grow our economy to improve the incomes of New Zealanders now and in the years ahead.

"Budget 2025 will build on our efforts to secure New Zealand's future prospects, continuing the fiscal repair job made necessary by Labour's era of wasteful spending.

"We take seriously our responsibility to chart a path out of a spiral of deficits and debt left to us by the last government.

"The Budget will also contain bold steps to support economic growth, including measures to address New Zealand's long-standing productivity challenges.

"These measures will go beyond the traditional Budget focus on spending and savings initiatives.

"The Government intends to introduce several legislative and regulatory measures at the Budget focused on removing barriers that hold back job and wealth creation for New Zealanders."

To read further, please click here.

PM emphasises importance of growth in 2025

For the Government, 2025 will bring a relentless focus on unleashing the growth we need to lift incomes, strengthen local businesses and create opportunity.

Prime Minister Christopher Luxon laid out the Government's growth agenda in his Statement to Parliament.

"Just over a year ago this Government was elected by the people of New Zealand with a mandate to change course. Since then, we have made big changes and we are seeing promising signs of success, with inflation dropping and remaining low, interest rates starting to fall, and wages continuing to rise," Mr Luxon says.

"Business and consumer confidence is rising and average mortgage interest rates have now fallen for the first time in more than three years. Wages are rising faster than inflation, supporting a recovery in household incomes. Growth is also expected to resume, reaching 2.1 percent in 2025 according to Treasury's latest forecasts in the Half Year Economic and Fiscal Update."

To read further, please click here.

Trade and Investment Minister to hold trans-Tasman discussion

Trade and Investment Minister Todd McClay will travel to Australia today for meetings with Australian Trade Minister, Senator Don Farrell, and the Australia New Zealand Leadership Forum (ANZLF).

Mr McClay recently hosted Minister Farrell in Rotorua for the annual Closer Economic Relations (CER) Trade Ministers' meeting, where ANZLF presented on trans-Tasman business growth opportunities.

"Australia is our closest partner and is critical to our trade and investment performance," Mr McClay says.

"Minister Farrell and I will discuss opportunities to further grow trans-Tasman trade and investment, WTO developments, and ways to cooperate internationally.

To read further, please click here.

WorkSafe New Zealand welcomes new Deputy Chief Executive – Corporate

WorkSafe New Zealand welcomes Corey Sinclair as its new Deputy Chief Executive – Corporate. Corey started with WorkSafe on Wednesday 22 January.

As Deputy Chief Executive – Corporate, Corey leads the design and delivery of commercial investment and people strategies, to help enable WorkSafe to deliver its statement of intent and create a work environment that is consistent with its values.

"Corey brings many years of senior leadership experience from working in the public service, banking and finance sectors. We are delighted to have him join the leadership team at WorkSafe," says Chief Executive Sharon Thompson.

Corey also has executive leadership credentials from the Australia and New Zealand School of Government, Accelerate Strategic, and the University of Auckland.

To read further, please click here.

Working remotely from New Zealand

New visa conditions will now allow visitors to work remotely for an overseas employer or client. The change applies to applications received from 27 January 2025 for all visitors, including tourists and people visiting family, and partners and guardians on longer-term visitor visas.

These new conditions mean that tourists can stay in New Zealand as a digital nomad and keep in touch with work back home, without breaching their visa conditions.

Both visitor visa recipients and people who enter with an NZeTA (New Zealand Electronic Travel Authority) will receive these conditions.

Visitor visa holders must not:

- Work for a New Zealand employer
- Provide goods or services to people or businesses in New Zealand
- Do work that requires them to be physically present at a workplace in New Zealand

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Employer dismisses employee by withdrawing job offer

In August 2022, Mr Gong was recruited in China to work in New Zealand as a construction labourer under an Accredited Employer Work Visa (AEWV), sponsored by L&S Earthmoving Ltd (LSE).

In March 2023, Mr Gong signed an individual employment agreement with LSE. Mr Gong arrived in May 2023 and advised LSE's director, Mr Liu, that he was ready to work. Mr Liu promised Mr Gong he would arrange work for him.

However, in June 2023, Mr Liu informed Mr Gong that he should find another job, and that LSE would only pay him wages for the period between May and June. Those wages were never paid.

Mr Gong brought claims against LSE and Mr Liu for arrears of wages and holiday pay. He also claimed that he had been unjustifiably disadvantaged, unjustifiably dismissed and charged an illegal premium. LSE and Mr Liu lodged a statement denying Mr Gong's claims but did not participate any further.

The first question for the Employment Relations Authority (the Authority) was whether Mr Gong had been employed by LSE. The Authority referred to the Employment Relations Act 2000 (the Act) which extended the definition of "employee'' to include ''a person intending to work." It was further defined as "a person who has been offered and accepted work as an employee." The Authority deemed that Mr Gong had therefore become an employee of LSE when he signed his agreement.

The Authority then considered whether Mr Gong had been unjustifiably disadvantaged and unjustifiably dismissed as an employee by LSE.

Mr Gong had come to New Zealand expecting 40 hours of work per week as per his agreement, and despite the agreement not having a start date, Mr Liu had been falsely reassuring him that work would be provided. As LSE was unable to provide Mr Gong his minimum hours, that caused him significant financial hardship and unjustifiably disadvantaged him.

In deciding whether or not Mr Gong had been unjustifiably dismissed, the Authority assessed whether LSE had objectively acted as a fair and reasonable employer in all the circumstances. There was no consultation or reason given before LSE withdrew Mr Gong's job offer. Due to the lack of process and substantive reasoning, the Authority deemed his dismissal to have been unjustified.

The Authority then considered what the appropriate remedies and penalties would be. Despite Mr Liu telling Mr Gong to find another job, Mr Gong was tied to LSE through the AEWV and therefore could not actually find other work to mitigate his loss. Therefore, the Authority deemed it reasonable that Mr Gong be reimbursed three months of wages and holiday pay. The Authority also held that Mr Gong was contractually entitled to recover one month's salary in lieu of notice.

Since Mr Gong had two personal grievances that stemmed from the same events, the Authority took a global approach to determine a remedy for hurt and humiliation. The Authority accepted Mr Gong's evidence of physical and mental stress, hurt feelings, loss of confidence and difficulty in finding alternative employment. It assessed the compensation for this to fall somewhere within $12,000 to $50,000.

Mr Gong was allegedly asked to pay RMB 70,000 (NZ$17,000) to secure his employment. His claim to recover this alleged premium failed. He was unable to provide satisfactory evidence of any payments being made or received by LSE or Mr Liu. The alleged payments also fell outside the jurisdiction of the Wages Protection Act as they were made in China.

In addition, the Authority held that LSE did not breach the agreement by failing to pay Mr Gong for all hours worked, as there was no date of commencement, and no work was carried out by Mr Gong for LSE.

For the same reason, LSE was not in breach of the Minimum Wage Act 1983, Wages Protection Act 1983, or Holidays Act 2003. As no work was completed, there were no wages or holiday pay owing. Since LSE was not involved in a breach of employment standards, Mr Liu could not be joined as a person involved in a breach of employment standards.

The Authority held that LSE had breached their duty of good faith as their actions had not been that of a fair and reasonable employer. The Authority considered that a $10,000 penalty was appropriate given LSE's actions and Mr Gong's vulnerability.

LSE was ordered to pay Mr Gong $12,811.20 as compensation for lost wages as well as $1,024.90 in holiday pay, $20,000 as compensation for hurt and humiliation and $4,270.40 for contractual notice. As for the $10,000 penalty, 50 percent was payable to Mr Gong. Costs were reserved.

Gong v L&S Earthmoving Ltd [[2024] NZERA 622; 16/10/24; A Gane]

Termination of employment for abandonment found to be unjustified

Mr Wen was employed by Direct Kitchen Limited (Direct) from 20 April 2022. It terminated Mr Wen's employment on the basis of abandonment. Mr Wen raised a claim with the Employment Relations Authority (the Authority) claiming that he was both unjustifiably disadvantaged and unjustifiably dismissed.

Mr Wen worked 55 hours per week from Monday to Friday with some weekend work. He was not provided an employment agreement. He believed he had an understanding with the business owner, Mr Pan, that he could take unpaid leave to travel to China to visit family and then resume work upon his return. Mr Wen had been taking that same trip each year for some 16 years, only being interrupted by Covid-19 restrictions. He was not required to submit a leave application the previous time. This latest trip was from 29 January 2023 until 10 March 2023.

Direct held a different view. It considered his latest absence to be unauthorised. Mr Pan said he only knew of the leave request two days before Mr Wen was due to travel. Because it was a busy time for Direct, he declined the request. Direct held it did not know the reason for the leave nor the dates which Mr Wen planned to depart or return. Ultimately, it considered Mr Wen to have abandoned his work.

The difficulty for Direct was that there was no employment agreement which set out how the issue of abandonment was to be resolved. There was also an absence of any formal policies around how leave was to be applied for. Direct submitted that it tried to contact Mr Wen while he was away and was told by someone else that he was in China. Direct was not able to provide any evidence to indicate who they spoke to or when this happened. That, in the view of the Authority, indicated Direct likely knew Mr Wen was on the trip, as he had advised.

On an objective basis, the Authority preferred the recollection of Mr Wen. It was considered more credible that he would have made clear to Direct his intention to take leave for travel, and sought agreement on the matter when the parties were initially bargaining for the employment agreement. Mr Wen also gave evidence that he put Mr Pan on notice some months before he planned to travel. There was no credible information before the Authority that Mr Wen had acted in the indifferent manner that Direct suggested.

While Direct submitted Mr Wen knew how to apply for leave because he attended staff meetings where this issue was covered, Direct could not provide any evidence of these meetings nor provide any leave forms Mr Wen may have completed for previous leave he had received approval for. Having regard to the evidence before it, the Authority concluded that Mr Wen had not abandoned his employment.

The Authority turned to the matter of whether the dismissal was justified. Mr Wen contacted Mr Pan on 12 March 2023 and said he would return to work on the following day. Mr Pan replied there was no work for him. When Mr Wen asked if his employment had been terminated, he received no reply.

The Authority was not able to find any justification for the actions of Direct. There was no, or little evidence Direct investigated its concerns into Mr Wen's leave. Its concerns about Mr Wen's absence were not put to him in a way which he could fairly respond to, and he was not given a reasonable opportunity to comment on whether dismissal was fair and reasonable.

These were not considered minor deficiencies, and they had resulted in Mr Wen being treated unfairly – he was not provided a fair opportunity to understand Direct's concerns or provide comment. Even if Mr Wen had taken leave as Direct described – with two days' notice and in the face of Mr Pan's objection – its actions could not meet the test for justification. Mr Wen's contribution to the circumstances of the personal grievances, though, would have likely been a significant feature of that situation.

The Authority observed that, while Direct is not a large employer, it had demonstrated evidence it was able to handle complicated employment matters. Mr Wen's claim for unjustified dismissal was upheld.

Mr Wen also claimed the termination of his employment caused him unjustified disadvantage by breaching good faith obligations. This was not materially different from the unjustified dismissal claim so it did not succeed.

Direct was ordered to pay Mr Wen $16,000 as compensation for hurt and humiliation, $23,100 for lost wages and $1,848 for holiday pay. Costs were reserved.

Wen v Direct Kitchen Ltd [[2024] NZERA 619; 15/10/24; M Urlich]

Flawed investigation leads to unjustified dismissal

Mr Liumaihetau was employed as a head chef by Pan Square Ltd (Pan Square). While on work-related stress leave in early 2023, he became aware that on 22 February 2023, his sous chef had been appointed to the role of executive chef. He felt aggrieved by this because he had not been consulted on the change, nor given the opportunity to be considered for the role.

Upon Mr Liumaihetau's return to the workplace on 27 February 2023, he was still quite stressed as the demands at work had significantly increased. During that time, allegations were raised against him concerning inappropriate interactions with female staff members, of both a verbal and physical nature. These resulted in complaints of sexual harassment being lodged against him. While he admitted making some comments of an inappropriate nature, he denied any intentional physical contact occurred. During the investigation process, Mr Liumaihetau was given the option of resigning or having his employment terminated. He chose to resign believing he had no other choice – although he had significant reservations about the fairness of the process.

Mr Liumaihetau lodged a claim with the Employment Relations Authority (the Authority) alleging that his resignation amounted to a constructive dismissal. He also sought a claim for unjustified disadvantage relating to not having the opportunity to apply for the executive chef role.

The Authority observed, that while Pan Square put the sexual harassment allegations to Mr Liumaihetau and gave him an opportunity to comment, it erred once Mr Liumaihetau denied some of the alleged actions and provided explanations which differed markedly from those given by the complainants. Pan Square did not go back to the complainants for further comment.

Pan Square also never made clear to Mr Liumaihetau who the ultimate decision makers were. Both directors of the company, Mr and Mrs Newell, and the general manager, Mr Cruz, were named without Mr Liumaihetau being informed. A further difficulty for Pan Square was that Mrs Newell had indicated that she did not view the allegations as meeting the threshold for serious misconduct.

Pan Square's view, that if Mr Liumaihetau had not resigned then he would have been dismissed, amounted to a dismissal. Pan Square therefore needed to justify its decision.

The Authority found that Mr Liumaihetau's dismissal for serious misconduct was not justified. To the extent there was an investigation into the allegations, it was flawed, and a fair and reasonable employer could not have reached the conclusion that serious misconduct had occurred. Mr Liumaihetau's responses significantly differed to what the complainants alleged, yet they were not put back to the complainants for comment. Whether the decision maker was Mrs Newell, or whether the decision maker also included Mr Cruz and Mr Newell, remained unclear.

However, without Mr Liumaihetau knowing who the decision makers were and without the decision makers having all relevant information, any decision was likely to be flawed. Further, Mrs Newell's view on the threshold of serious misconduct meant there needed to be further consideration before such a finding could have been made.

On the appointment of the executive chef, Pan Square said that it had no complaints whatsoever about Mr Liumaihetau's skills, but also ran a second restaurant and were looking to appoint an executive chef who would have responsibility for the second restaurant as well as administrative duties. Mr Liumaihetau had discussions with Pan Square about stress and so it believed it would have been unfair to impose additional responsibilities on him. From its perspective, it was also happy with his performance as head chef and so did not want to remove him from that role. Further, his role was not affected by the appointment of the executive chef, who had different responsibilities.

The Authority found Mr Liumaihetau did not make out his disadvantage claim. His position or his salary had not changed following the appointment of the executive chef. Whilst it might have been desirable for Pan Square to tell Mr Liumaihetau what it intended to do, the Authority did not find it was obliged to do so.

In assessing compensation, the Authority observed that Mr Liumaihetau had admitted making some inappropriate comments to staff, so a reduction of 15 percent was ordered. He obtained new work after his dismissal, so there was no claim for lost wages. Pan Square was ordered to pay Mr Liumaihetau $15,300 compensation for hurt and humiliation. Costs were reserved.

Liumaihetau v Pan Square Ltd [[2024] NZERA 612; 11/10/24; G O'Sullivan]

Casual employee found to be permanent and unjustifiably dismissed

In May 2022, Mr Wards met with the director of Forest Glen Ltd Partnership (Forest), Mr Coghlan. It was agreed that Mr Wards would be employed by Forest as a labourer on a construction facility in Orewa. Mr Wards claimed that he had been a permanent employee and therefore unjustifiably dismissed by Forest in September 2022. Forest claimed that Mr Wards was a casual employee and therefore his employment was ended appropriately.

Mr Wards never received a written employment agreement but started working in May 2022. In August 2022, Mr Wards met with Mr Coghlan and the construction worksite manager, Mr Cassidy, to inform them that he might have multiple sclerosis. He provided them with some general information about multiple sclerosis, and disclosed he was having issues with his eyesight. As a result, it was agreed that Mr Wards would be on light duties and reduced hours. In September 2022, Mr Coghlan informed Mr Wards that he was dismissed, due to concerns about his deteriorating health and ability to safely carry out his work.

The first issue for the Employment Relations Authority (the Authority) was the true nature of Mr Wards' employment. The Authority was provided with little evidence apart from timesheets and payslips. The timesheets and payslips showed regularity of work. However, as the Authority pointed out, casual employment tended to be on an irregular basis, with no expectations of ongoing employment.

Records also showed that Mr Wards had been accumulating annual leave. The Authority noted that this was different to the common "pay-as-you-go" practice for true casual employment arrangements. Therefore, Mr Wards was held to have been a permanent employee.

The Authority then considered whether he had been unjustifiably dismissed. There was little evidence to show that Forest carried out a reasonably extensive inquiry into Mr Wards' ability to continue working. Forest also failed to inform Mr Wards that his employment was in jeopardy because of his difficulties in completing his tasks.

Mr Wards was dismissed during what appeared to be a relatively short conversation and the lack of process greatly limited his ability to respond. The lack of a written employment agreement also made it more difficult for Mr Wards to understand any rights he had to address his dismissal. The Authority held that Forest's actions were not those of a reasonable employer, and the dismissal was unjustified.

Mr Wards sought an award for 13 weeks of lost wages, as after being dismissed by Forest he was unable to obtain further employment despite making a reasonable attempt. However, the Authority considered the evidence about Mr Wards' deteriorating ability to continue his work and deemed that six weeks' reimbursement was reasonable.

Forest also owed Mr Wards wage arrears for his notice period. As there was no written employment agreement, the Authority determined that one week's notice was appropriate. This was because Mr Wards had worked for Forest for 18 weeks, was paid weekly, and had been relatively close to the end of his working life.

Mr Wards made a discrimination claim which the Authority rejected, as it determined that his perceived disability was not the main factor behind Forest's decision to dismiss him. The Authority recognised that Forest allowed Mr Wards to continue working after he disclosed his potential diagnosis, providing light duties and reduced hours. Forest dismissed Mr Wards due to legitimate health and safety concerns, based on observations that his deteriorating health was presenting a risk to himself and others.

The Authority did accept Mr Wards' evidence that he suffered distress because of Forest's actions. He struggled to find work and felt disappointed about losing the job he thought he would continue to his retirement. Due to the loss of income he also had to move out of his previous accommodation in his preferred area. The Authority decided that $15,000 was appropriate compensation.

In total, the Authority ordered Forest to pay Mr Wards $6,600 of lost wages, $1,100 as wage arrears and $15,000 for hurt and humiliation. Forest was also required to pay Mr Wards $4,500 to reflect a full day of costs, and $71.56 to reimburse his filing fee.

Wards v Forest Glen Ltd Partnership [[2024] NZERA 665; 08/11/24; A Van Leulu]

Employer unjustified in claiming gross negligence

Mr Austwick was employed by Tauranga Veterinary Service Ltd (TVSL) as a veterinarian until he was dismissed in April 2022 through a disciplinary process. Mr Austwick raised a personal grievance and claimed he had been unjustifiably dismissed.

Mr Austwick was an experienced veterinarian who had worked for TVSL since 2010. Before then, he had been working at the same practice since 1994, before the business was purchased by TVSL. Mr Austwick said that he met performance and revenue targets that were required of him over the years.

There were three issues raised prior to Mr Austwick's dismissal. At the end of December 2021, a client of TVSL complained that their cat had been diagnosed with a rare condition and had not been offered

appropriate treatment by Mr Austwick at an earlier appointment. In January 2022, Mr Austwick attended a weekend call-out where the owner of a pet cow requested euthanasia of the cow, and on receipt of a bill, the owner's daughter complained that her mother was distressed by the way the matter was handled. In February 2022, a colleague of Mr Austwick's raised a concern that a dog with late stage diabetes had not been diagnosed by Mr Austwick when presenting for unrelated surgery at an earlier stage.

TVSL wrote to Mr Austwick at the end of February 2022, raising the issues with him and stating that a performance improvement plan or final warning could result. A meeting followed, as well as correspondence between representatives. TVSL then advised Mr Austwick that his actions amounted to serious misconduct, and despite further meetings and correspondence, Mr Austwick was summarily dismissed on 22 April 2022.

The questions were whether Mr Austwick's dismissal was an action that was open to a fair and reasonable employer, especially in light of his experience and length of service. It was also whether his dismissal was carried out in a procedurally fair way, given that the initial letter referred to performance concerns only with no mention of dismissal, and then later changed to discussion of dismissal when the business director become involved.

The Authority considered TVSL's preliminary view letter which set out its concerns at length. The conclusions in the letter were that Mr Austwick's actions evidenced a continued pattern of behaviour. That behaviour was described in performance terms, including lack of record keeping, failure to show empathy, lack of willingness to change and failure to manage complex cases. They were then described collectively as gross negligence.

Considering all the circumstances, the Authority was not of the view that TVSL could properly arrive at the view that Mr Austwick's actions evidenced a continuing pattern of gross negligence. All three incidents were clinically distinct. TVSL did not sufficiently investigate the allegations against Mr Austwick before dismissal and did not properly raise the concerns it had with him. The allegations which were later described as either gross negligence or serious misconduct were never mentioned in the initiating letter. That created a fundamental lack of fairness, in that Mr Austwick was never comprehensively put on notice of TVSL's concerns, or of how seriously it took matters.

There also appeared to be very little serious consideration of Mr Austwick's length of service and otherwise positive yearly performance reviews, when TVSL concluded there was a continued pattern of gross negligence. TVSL did not clearly deliver why it failed to consider 12 years of successful service to weigh in Mr Austwick's favour, when dealing with disputed matters such as whether a client had requested an x-ray, or whether Mr Austwick had spoken in a certain tone. Taking all the matters into consideration, the Authority's view was that TVSL's actions did not meet the test of justification, and Mr Austwick had a personal grievance for unjustified dismissal.

TVSL was ordered to pay to Mr Austwick $8,238.47 gross as compensation for lost remuneration and $27,000 without deduction as compensation for hurt and humiliation. Costs were reserved.

Austwick v Tauranga Veterinary Service Ltd [[2024] NZERA 659; 06/11/24; C English]

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 to select committee: Twelve Bills

Budget Policy Statement 2025 (3 February 2025)

International Treaty Examination of the Agreement between New Zealand and The Republic of Slovenia for the Elimination of Double Taxation with Respect to Taxes on Income and the Prevention of Tax Evasion and Avoidance (5 February 2025)

Offshore Renewable Energy Bill (6 February 2025)

Broadcasting (Repeal of Advertising Restrictions) Amendment Bill (7 February 2025)

Resource Management (Consenting and Other System Changes) Amendment Bill (10 February 2025)

International treaty examination of the NZ - UAE Comprehensive Economic Partnership Agreement, and Agreement between the Government of New Zealand and the Government of the United Arab Emirates on the Promotion and Protection of Investments (12 February 2025)

Crimes Legislation (Stalking and Harassment) Amendment Bill (13 February 2025)

Crimes (Increased Penalties for Slavery Offences) Amendment Bill (13 February 2025)

Pae Ora (Healthy Futures) (3 Day Postnatal Stay) Amendment Bill (17 February 2025)

Gene Technology Bill (17 February 2025)

Local Government (Water Services) Bill (23 February 2025)

Customs (Levies and Other Matters) Amendment Bill (10 March 2025)

Overviews of bills-and advice on how to make a select committee submission-are available at: https://www.parliament.nz/en/pb/sc/make-a-submission/

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A QUICK GUIDE TO HOLIDAY PAY PRACTICES IN NEW ZEALAND

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: comms@businesscentral.org.nz
or for further information, call the AdviceLine on 0800 800 362

ENTERPRISE SERVICES

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advice@businesscentral.org.nz
www.businesscentral.org.nz

ADVICELINE

AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

TRAINING SERVICES

Our training team provide you with practical training solutions across various employment topics to help upskill your staff, giving your business a competitive edge.

OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

Health and Safety and the well-being of your employees should be of paramount importance to any employer. To help you along the way, we have a friendly and knowledgeable Health and Safety Consultant.

EMPLOYMENT RELATIONS CONSULTANTS

Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

LEGAL

When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

ENTERPRISE SERVICES

0800 800 362
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ADVICELINE

AdviceLine is your link to first-rate employment relations advice. Business Central understands the difficulties employers can have with managing employees, so supports you with dedicated employer advisors.

This service is 100% inclusive of your membership. There is no time limit to your call, and the team is available 8am–8pm Monday to Thursday and 8am–6pm Friday.

Our Employer Advisors are well trained and comprise a mixture of legal and business backgrounds. They understand your issues and can help advise you on legal requirements and best practices. They are backed up by a large resource base they can call on to support with you with written resources, guides, and templates.

TRAINING SERVICES

Our training team provide you with practical training solutions across various employment topics to help upskill your staff, giving your business a competitive edge.

Whether it be best practice processes under the Employment Relations Act and the Health and Safety at Work Act, leadership training or personal development, the Business Central training team are dedicated to facilitating your business's professional learning.

For more information about Business Central's public and customised in-house courses, or to register for a course, contact the team today.

For regular training updates in your area, subscribe to our Training Update newsletter.

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OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

Health and Safety and the well-being of your employees should be of paramount importance to any employer. To help you along the way, we have a friendly and knowledgeable Health and Safety Consultant.

Adrienne has extensive experience with helping companies navigate Health and Safety requirements. She understands companies need to see sound return on investment for their well-being initiatives. Adrienne offers full support with compliance issues such as induction training and hazard identification and management. Additionally she can help with preparation for ACC 'Workplace Safety Management Practices'.

EMPLOYMENT RELATIONS CONSULTANTS

Employment Relations can be a difficult area to navigate. When you need close guidance on employment matters, you can rely upon our seasoned ER Consultants to be there to help.

Having someone equipped to help you do the work can take the stress out of a tricky situation.

Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult relationship or it could be confirming a restructuring selection matrix.

LEGAL

When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

Business Central Legal provides you best return on investment for legal advice on employment law matters. Our team of lawyers are only available to members, and can help solve your tricky issues.

While you may think of lawyers as representing people in court, this is far from everything they do. Employers take advantage of the value of the Business Central Legal team to help in drafting documents such as tailored employment agreements and offers of employment. Additionally they can help with key guidance on difficult issues as restructuring processes and rock solid performance management plans.

A QUICK GUIDE TO HOLIDAY PAY PRACTICES IN NEW ZEALAND

NATIONAL PUBLIC HOLIDAYS 2025

New Year's Day - Wednesday, January 1
Day after New Year's Day - Thursday, January 2
Waitangi Day - Thursday, February 6
Good Friday - Friday, April 18
Easter Monday - Monday, April 21
ANZAC Day - Friday, April 25
King's Birthday - Monday, June 2
Matariki - Friday, June 20
Labour Day - Monday, 27 October
Christmas Day - Thursday, 25 December
Boxing Day - Friday, 26 December

PUBLIC HOLIDAYS

All employees for whom the day would otherwise be a working day and do not work on that day, will be entitled to a paid public holiday not worked.

All employees for whom the day would otherwise be a working day and do work on that day, will be entitled to at least time and a half for the hours worked on that day and an alternative holiday.

Employers therefore need to consider whether the day on which the public holiday falls is otherwise a working day for each employee in order to determine public holiday entitlements. The otherwise working day test applies to all employees regardless of whether they are permanent, fixed term or casual employees, or have just commenced employment.

OTHERWISE WORKING DAY

In most situations it will be clear whether the day on which the public holiday falls would otherwise be a working day for an employee.

However, if it is not clear an employer and employee should consider the following factors with a view to reaching an agreement on the matter.

- The employee's employment agreement;
- The employee's work patterns;
- Any other relevant factors, including:

- whether the employee works for the employer only when work is available;
- the employer's rosters or other similar systems;
- the reasonable expectations of the employer and the employee that the employee would work on the day concerned;

- Whether, but for the day being a public holiday, the employee would have worked on the day concerned.

CHRISTMAS/NEW YEAR CLOSEDOWN AND PUBLIC HOLIDAYS

If a public holiday falls during a closedown period, the factors listed above, in relation to what would otherwise be a working day, must be considered as if the closedown were not in effect. This means employees may be entitled to be paid public holidays during a closedown period.

ANNUAL HOLIDAYS, PUBLIC HOLIDAYS, TERMINATION OF EMPLOYMENT

A public holiday that occurs during an employee's annual holidays is treated as a public holiday and not an annual holiday.

An employee who has an entitlement to annual holidays at the time that their employment ends will be entitled to be paid for a public holiday if the holiday would have:

- Otherwise been a working day for the employee; and
- Occurred during the employee's annual holidays had they taken their remaining holidays entitlement immediately after the date on which their employment came to an end.

When applying the provision, you are only required to count the annual holidays entitlement an employee has when their employment ends (not accrued annual holidays). Employees become entitled to 4 weeks annual holidays at the end of each completed 12 months continuous employment.

PUBLIC HOLIDAY TRANSFER

The Holidays Act 2003 allows an employer and employee to agree in writing to transfer a public holiday to any 24-hour period.

This means, with agreement, a public holiday may be transferred:

- By a few hours to match shift arrangements; or
- To a completely different day

In the absence of a written agreement, a public holiday is observed midnight to midnight.

Please note that this guide is not comprehensive. It should not be used as a substitute for professional advice. For specific assistance and enquiries, please contact AdviceLine.