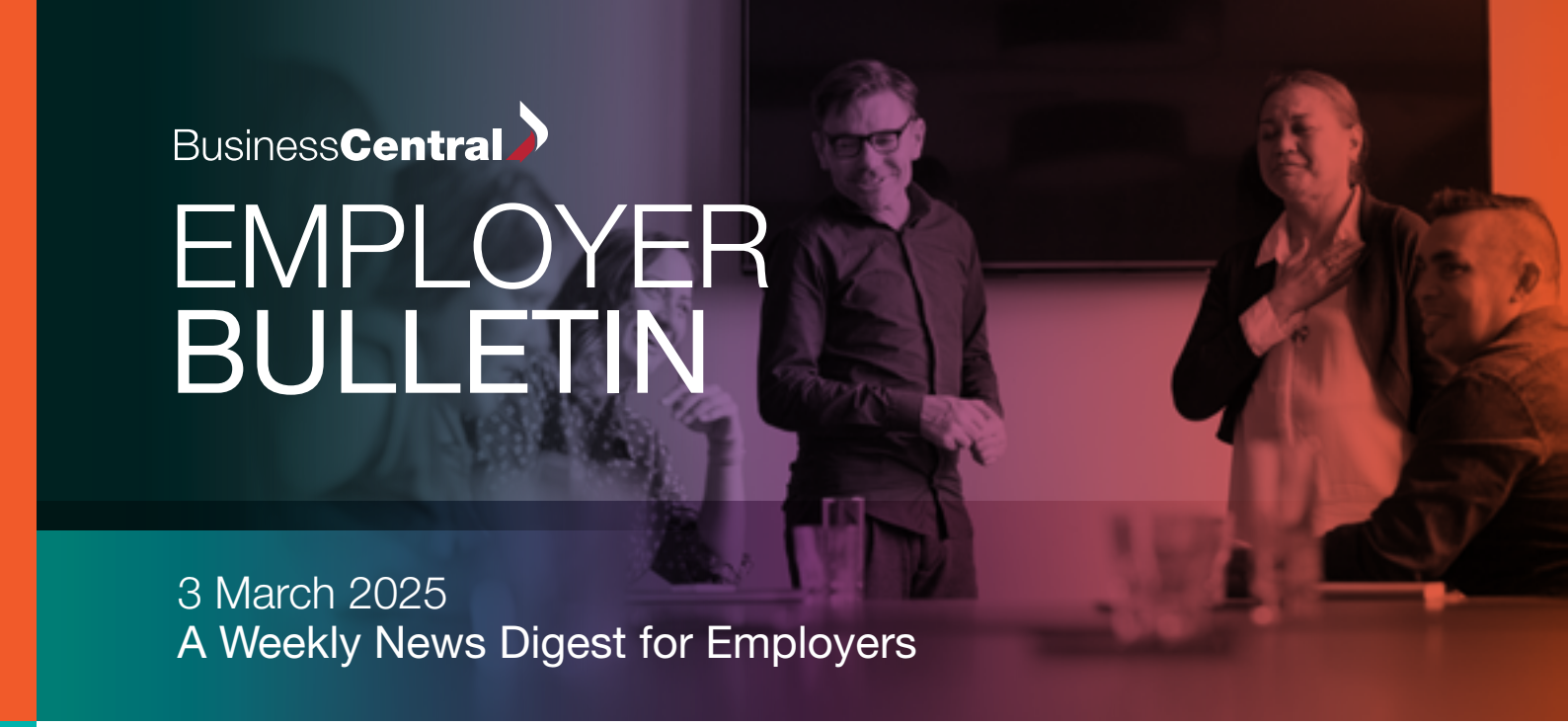

BusinessCentral

EMPLOYER BULLETIN

3 March 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

50,000 businesses set to benefit from eInvoicing

More than 50,000 kiwi businesses have now registered with the eInvoicing network to reap the productivity rewards of faster and more reliable payments, Small Business and Manufacturing Minister Chris Penk says.

“eInvoicing is a game changer for small businesses. With limited cash reserves, a late or unpaid invoice can quickly throw businesses off track and create a domino effect of challenges.”

“Moving away from slow and administratively intensive paper and PDF invoices could bring $400 million in annual productivity gains across New Zealand and make a real difference to providing stability for small businesses.”

“That’s why it’s exciting to see eInvoicing picking up serious momentum. To date, more than 160,000 eInvoices have been exchanged, and that number is growing fast.”

“The Government is supporting this momentum by updating our own systems.”

“Last year, we committed to ensuring all government agencies that process more than 2,000 domestic invoices annually will have eInvoicing systems in place by the end of this year.”

“Smarter ways of working are key to our plan to lift New Zealand’s economic productivity and improve public sector efficiency.”

To read further, please click here.

Te Matatini boosts Taranaki business

Kua tū te haka a Tāne Rore me ngā mahi a Hine Rēhia!

The world’s greatest kapa haka event will generate a significant boost for businesses in Taranaki, Arts Minister Paul Goldsmith and Māori Development Minister Tama Potaka say.

Minister Potaka attended Te Matatini o Te Kāhui Maunga 2025 opening pōhiri at Yarrow Stadium in Ngāmotu - New Plymouth on 24 February. From Tuesday 25 February to Saturday 1 March, 55 groups will perform on stage in the Bowl of Brooklands at Pukekura Park to a large in-person audience and an expected 2.5 million viewers on TV or online.

"It was a beautiful pōwhiri to welcome this great event to the rōhe under the gaze of Te Kāhui Tupua - Taranaki Maunga," Mr Potaka says."

"We're here witnessing the Olympics of kapa haka. Tens of thousands are expected here this week and will bring tens of millions into the local economy. This means a boost for a range of businesses including accommodation providers and restaurants."

"The significance of kapa haka to Te Ao Māori is something we value deeply, especially since the rise of the waiata-ā-ringa form with Tā Apirana Ngata. It also gives us the great gift of protecting and revitalising our reo."

To read further, please click here.

Retail trade survey: December 2024 quarter

The retail trade survey measures the sales and stock of businesses that provide household and personal goods and services – for example car yards, petrol stations, supermarkets, cafes and restaurants, and hotels.

For the December 2024 quarter compared with the September 2024 quarter, unless otherwise stated:

- Total volume of seasonally adjusted retail sales was $25 billion, up 0.9%.
- Total value of seasonally adjusted retail sales was $30 billion, up 1.4% ($422 million).
- All 16 regions had higher seasonally adjusted sales values.
- Total value of actual retail sales was $33 billion, up 0.2% ($60 million), compared with the December 2023 quarter.

To read further, please click here.

Going for Growth: Overseas investment changes to drive higher wages

Associate Finance Minister David Seymour has announced the Government's plan to reform the Overseas Investment Act and make it easier for New Zealand businesses to receive new investment, grow and pay higher wages.

"New Zealand is one of the hardest countries in the developed world for overseas people to invest in businesses, and our productivity growth is woeful. Those two facts are closely linked."

"We are introducing reforms to improve New Zealand's overseas investment laws. The package will speed up decisions and provide more confidence to investors, while protecting our national interests."

"Overseas investment can support economic growth because when workers work with better tools and technologies, they are more productive and get paid more."

"I've seen the difference that overseas investment can make. I once visited two businesses in the same industry on the same afternoon. Both had skilled and passionate people with good ideas. One had overseas investment, though, and benefited in two ways. They had more money for machinery, and they had more know-how for manufacturing and marketing their product by receiving knowledge from their partners offshore."

To read further, please click here.

Dodgy crane safety inflicts misery for teen worker

Old equipment repurposed by businesses must be safe to use, WorkSafe New Zealand says, following sentencing of a Rotorua company whose modified crane became a weapon that changed the life of a teenage contractor.

Harrison Gilbert was struck in the face by an untethered 412-kilogram steel beam being manoeuvred by the mobile crane at Lakeland Steel in Rotorua, on the day of his seventeenth birthday in October 2022.

Mr Gilbert was knocked unconscious and received over 100 stitches in his face, a broken eye socket, a broken nose, several smashed or lost teeth, and skull fractures. He required facial reconstruction surgery and has more to come.

A WorkSafe investigation found the mobile crane had no certificate of inspection, no load safety devices fitted, and unclear labelling on its controls. The load should have had a tag line or tether to steady it. The crane appears to have originally been a log skidder bought in the 1970's by the previous owner of Lakeland Steel. At some point in time, it was modified into a crane which was inherited by the current owners who did not maintain it.

To read further, please click here.

Household income and housing-cost statistics: Year ended June 2024

Household income and housing-cost statistics provide income and expenditure information for households, and demographic data on households and individuals in New Zealand.

The Household Economic Survey, from which these measures were estimated, was conducted between July 2023 and June 2024. Households were asked to report income and expenditure for the 12 months prior to interview. This means that for some households, income will refer to income received in the 2022/23 year.

The published estimates are subject to some uncertainty because not everyone in Aotearoa New Zealand was surveyed. This range of uncertainty should be considered when looking at year-on-year changes. Stats NZ encourages users to look at trends over several years where possible.

In the year ended June 2024 compared with the year ended June 2023, measures of housing costs showed:

- average weekly expenditure on total mortgage payments increased from $605.50 to $658.20 (up 8.7%)
- average weekly expenditure on total rent payments increased from $427.10 to $465.50 (up 9.0%)
- for every $100 of their disposable income in the year ended June 2024, New Zealand households spent an average of $22.20 on housing costs (up 2.8%, from $21.60).

To read further, please click here.

Regional Tourism Boost to attract international visitors

A new $3 million fund from the International Conservation and Tourism Visitor Levy will be used to attract more international visitors to regional destinations this autumn and winter, Tourism and Hospitality Minister Louise Upston says.

“The Government has a clear priority to unleash economic growth and getting our visitor numbers back to 2019 levels will be critical to our economic growth goals.

"The Regional Tourism Boost contestable fund will open at the end of February for activity in the April to July period."

Speaking to the Regional Tourism New Zealand members' meeting in Auckland, Louise Upston said collaboration between tourism organisations would be essential. Regions applying would also need to promote travel opportunities outside main tourism hotspots.

"I expect regions to join up to accelerate work to promote their wider region, so visitors have opportunities to explore multiple parts of our wonderful country."

"Quality is also part of the process. Regions will demonstrate they have the capacity to host an increased number of visitors, ensuring a smooth and special experience once they arrive."

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Employee unjustifiably dismissed following injury

Mr Hadler brought an unjustified dismissal claim against his former employer, Garage 10 Automotive Ltd (Garage 10), to the Employment Relations Authority (the Authority). He challenged the termination of his employment following a work-related injury and his subsequent attempts to return to work. Garage 10 did not respond to the Authority hearing.

Mr Hadler commenced employment with Garage 10 as a service mechanic/workshop hand in July 2023. On 11 September 2023, he sustained a back injury at home but attributed the injury to his work duties. He took several weeks off work to recover and began receiving ACC compensation. Throughout his absence, he provided the director of Garage 10, Mr Vincent, with medical certificates.

By 23 October 2023, Mr Hadler was cleared to return to light duties. However, upon his first day back he was assigned repetitive tasks, specifically cutting tires, which his doctor had advised him to avoid. As no other suitable duties were available, Mr Vincent arranged with ACC for Mr Hadler to have additional time off.

On 18 December 2023, Mr Hadler attended a meeting between himself, Mr Vincent, and an occupational therapist. Mr Hadler maintained that the parties agreed on a plan for him to return to work on Monday 15 January 2024.

Between 18 December 2023 and 15 January 2024, there was no communication between the parties. On the morning of his scheduled return, Mr Hadler texted Mr Vincent to confirm he was returning but received no response. He showed up to work, where he found his name was absent from the job schedule for that day. Mr Vincent was not present, and despite multiple attempts by text and phone calls that day and in the days following, Mr Hadler heard nothing from Mr Vincent. He grew increasingly concerned about his employment.

On 22 January 2024, Mr Vincent finally responded by text message. He explained that he had been away the previous week and believed that Mr Hadler had failed to provide a medical certificate proving his fitness for work. He was under the impression that Mr Hadler would be getting a fitness test after the December meeting and had heard nothing about that. He concluded the text by stating, "I don't have a job anymore for you." Mr Hadler asserted that he had completed and passed the fitness test and that the return-to-work agreement would only have been affected had he failed. Following that, he collected his tools from the workshop and lodged a personal grievance for unjustified dismissal.

The Authority assessed whether Mr Hadler's dismissal was justified. The question was whether Garage 10 had acted as a fair and reasonable employer in all the circumstances at the time of the dismissal. Additionally, Garage 10 was expected to act fairly and reasonably to comply with good-faith obligations.

The evidence established that Garage 10 dismissed Mr Halder by text on 22 January 2024. The Authority determined that Garage 10 failed to communicate effectively with Mr Hadler, did not give him an opportunity to respond to concerns, and ultimately failed to act as a fair and reasonable employer. The dismissal was deemed unjustified, and Mr Hadler's claim was successful.

Mr Hadler sought compensation for hurt and humiliation. He provided evidence of the impact of his dismissal, including the ending of his very long-term domestic relationship, losing his accommodation as a result, and significant effects on his mental health, self-esteem and motivation, which impacted his ability to find new employment. Considering the circumstances, the Authority awarded Mr Halder $15,000 in compensation.

Additionally, the Authority deemed it reasonable to award the equivalent of three months' lost wages, with a lost income of $11,700. Garage 10 was also ordered to pay Mr Hadler $2,250 in costs.

Hadler v Garage 10 Automotive Ltd [[2024; NZERA 732; 10/12/24; S Blick]

Employer does not consult sufficiently in redundancy

Mr Chevalier was employed by Necta NZ Ltd (Necta) as a full-stack developer. He raised a claim with the Employment Relations Authority (the Authority) that Necta did not run a fair redundancy process for terminating his employment. He also raised a claim of unjustified disadvantage relating to how Necta allegedly treated him.

Mr Chevalier had a disability and was supported by an organisation known as Workwise, which had assisted him with a return-to-work programme. Necta agreed to help with the programme and entered into a fixed-term employment agreement with Mr Chevalier, which commenced on 5 April 2023 and ended on 4 April 2024.

In late May 2023, Mr Chevalier raised issues he had with a colleague who he felt was making jokes at his expense. He felt the company director, Mr Law, was not taking the matter seriously. Mr Chevalier also had issues with how Mr Law interacted with him and felt he was often condescending towards him.

On 18 August 2023, Mr Chevalier met with Mr Law. At that meeting, he was advised that there was a possibility he would be made redundant, as Mr Law said the role could not be sustained due to financing issues. He said the company was not making any money and he needed to reduce the hours of other employees. Mr Chevalier was given a written proposal and advised he had a week to provide feedback.

On 31 August 2023, Mr Chevalier again met with Mr Law and discussed whether he could stay on part-time. Mr Law responded saying that this was not possible, but he could possibly be contracted on a commission basis. On the same day, Mr Chevalier was given a letter confirming that his employment was to be terminated, effective 29 September 2023, based on redundancy. He argued to the Authority that he was not given sufficient information to enable him to comment on the proposal.

The Authority observed that Necta's reasons for ending Mr Chevalier's employment on the grounds of redundancy were genuine. However, it found that Necta had failed to carry out its good-faith obligations under the Employment Relations Act 2000 (the Act). Necta was required to disclose information to employees whose roles were to be made redundant.

Although Necta commenced a consultation process, it had an obligation to make that consultation meaningful. The Authority observed that it was difficult to see how it was so when Mr Chevalier was not provided with financial data that would have enabled him to fully engage with the process. That was especially so considering that Mr Chevalier did not have representation and suffered from a disability. There was also no evidence for why Mr Chevalier's alternatives were rejected out of hand.

Because of a consultation process that fell below the standard expected of an employer when assessing it under the Act, the Authority found Mr Chevalier's claim for unjustified dismissal was upheld. On his claim for unjustified disadvantage, though, no personal grievances had been raised with Necta. Further, evidence indicated that when Mr Chevalier raised concerns with Necta generally, Necta appropriately dealt with those. That claim was not successful.

While Mr Chevalier received compensation for hurt and humiliation, the Authority made no orders regarding lost wages, as there was no evidence presented that Mr Chevalier had suffered a loss of income following his employment being terminated. Mr Chevalier was not available for work after his employment was terminated, and other factors were in play that did not support a claim for lost wages. Necta was ordered to pay Mr Chevalier $12,000 as compensation for hurt and humiliation. Costs were reserved.

Chevalier v Necta NZ Ltd [[2024] NZERA 698; 22/11/24; G O'Sullivan]

Summary dismissal upheld despite procedural flaws

Mr Mitchell worked for Alliance Group Ltd (Alliance) at its Lornville plant for 17 years. He was dismissed in January 2023 after he drove a forklift directly towards two employees seated outside the breakroom, which forced them to move when the forklift approached.

Mr Mitchell accepted that this action was serious misconduct but claimed that summary dismissal was too severe. He had been given a verbal warning the day before for driving a loader too fast but claimed that it was not a proper warning.

Mr Mitchell also complained that Alliance made several procedural flaws when he was summarily dismissed. He sought permanent reinstatement, lost wages and compensation. In response, Alliance claimed that its decision to dismiss was one of a fair and reasonable employer, even if its process was not perfect. The question for the Employment Relations Authority (the Authority) was whether the dismissal was justified.

The day before the forklift incident, Mr Mitchell had been driving a loader dangerously fast. Mr Mitchell's supervisor, Mr Richardson, had documented that Mr Mitchell was given the opportunity to explain his behaviour at a meeting in which he declined to have representation. The Authority deemed that a verbal warning had been given.

The Authority then turned to the forklift incident. On 18 January 2023, an employee who witnessed the incident filed a report. Mr Ali, a former production manager at Alliance and the nominated decision maker, and Mr Richardson met with Mr Mitchell in the following week.

Mr Mitchell was suspended pending an investigation and told he was entitled to representation. He was not informed that dismissal was a possible outcome but had been made aware in verbal and written communications that the investigation was for "a serious breach of safety rules". The Authority determined that Mr Mitchell would have been aware this was an issue of serious misconduct.

On 25 January 2023, a meeting was held and Mr Mitchell brought two union representatives. Alliance provided CCTV footage of the incident, witness statements and a copy of the warning from the loader incident. When reviewing the CCTV footage, Alliance suspected Mr Mitchell was going to jokingly lift the two employees' seats. It showed Mr Mitchell laughing after.

Mr Mitchell was given an opportunity to explain himself and claimed he had been manoeuvring to park. The CCTV footage showed a clear path he could have used. Alliance did not communicate anything about the next steps but suspended the meeting until 30 January 2023 at the union's request for time to seek advice. Given the severity of the incident, the Authority was satisfied that everyone understood dismissal was a possible outcome.

Mr Mitchell did not attend the 30 January 2023 meeting, claiming that he was unaware it was a further opportunity to discuss his proposed dismissal. The Authority rejected that as one of the union representatives told Mr Mitchell that it would act on his behalf to prevent dismissal.

The union representatives also accepted serious misconduct had occurred and proposed alternatives to dismissal. Following an adjournment, Alliance provided Mr Mitchell with its decision to dismiss him effective immediately due to the serious breach of safety rules, which had a severe risk of injury.

Having reviewed the events surrounding the dismissal, the Authority then had to determine whether Alliance was justified in its decision. This would be the case if it could prove the decision was fair and reasonable.

The Authority referred to past case law in which an employee was justifiably dismissed for misconduct involving a serious breach of safety standards in a high-risk manufacturing area. The law implied an elevation of safety considerations in relation to using high-risk moving machinery. The Authority also considered a recent prosecution case that exemplified the dangers of forklifts, as a woman had lost her leg after a forklift drove into her.

Ultimately, Mr Mitchell's claim failed. The incident was serious, he was very experienced with forklifts and he had already received a warning for something similar. Despite there being some procedural flaws, the Authority held that Alliance acted within scope as a fair and reasonable employer when summarily dismissing Mr Mitchell. Costs were reserved.

Mitchell v Alliance Group Ltd [[2024] NZERA 682; 18/11/24; A Baker]

Employer fails to consider redeployment options in restructuring

Ms Laukau worked at KJ Randhawa Ltd (KJR) from March 2023 in the company's bakery, café and gelato shop. Her employment ended in September 2023 due to a restructuring and redundancy process.

After her employment concluded, she raised several claims with the Employment Relations Authority (the Authority). She claimed her employment agreement did not comply with the availability provision requirements under the Employment Relations Act 2000 (the Act). She also claimed KJR had failed to comply with parts of her employment agreement regarding agreeing to roster arrangements, and she had been unjustifiably disadvantaged and dismissed by KJR in relation to the restructuring process.

The Authority reviewed Ms Laukau's employment agreement to assess if it contained an availability provision. It stated that "the business' normal span of hours of operation are outlined at Item 6 of the Schedule", which was Monday to Sunday, 24 hours a day. It went on that Ms Laukau would "be guaranteed and required to work 30 hours per week. Your hours and days of work shall be set by the Employer in advance in accordance with a mutually agreed roster. The Employer may offer you additional hours from time to time."

Given how the rostering system worked in practice, the Authority did not consider the provisions of Ms Laukau's employment agreement, nor their described application, to meet the definition of an availability provision under the Act. Rather, the evidence pointed towards a plain roster arrangement, which it appeared neither Ms Laukau nor KJR were fully satisfied with.

The Authority reviewed payslips and messages between the parties and rejected Ms Laukau's claim she had not been provided with her minimum 30 hours per week. It was found more likely that Ms Laukau requested to leave early across three weeks. Extra shifts were available for Ms Laukau to consider accepting but she had preferences about which days she was available for work.

Turning to the matter of the restructuring proposal, the Authority accepted KJR had a genuine business need to change the rostering and shift methodology in favour of set days and hours of work.

Ms Laukau indicated a preference for 30 hours per week, working alternative Saturdays and no Sundays. After considering her feedback, KJR formally advised it could not accommodate the request and Ms Laukau's employment was terminated by way of redundancy.

There appeared to have been miscommunication between the parties. Ms Laukau gave evidence she would have been open to considering other fixed-hour arrangements and KJR gave evidence it would have been willing to consider different work arrangements if Ms Laukau had asked for them.

The Authority observed that, regrettably, it was a situation where Ms Laukau and KJR's director, Mrs Kaur-Randhawa, did not appear to have had a discussion which could have clarified whether Ms Laukau was willing to accept one of the options within the new system of set days and hours. If Ms Laukau had been willing to do so, and all KJR required was she indicate which option she preferred, then the matter could have been resolved at that stage. The Authority considered that KJR bore the responsibility of clarifying the matter and it failed to do so.

After reviewing correspondence and a transcript of a meeting between the parties, the Authority did not consider that KJR had met its obligations to offer Ms Laukau a place or to consider redeployment of Ms Laukau within the new system of set days and hours KJR had decided to implement. While KJR was a relatively small business, it was professionally advised during the restructuring process and in responding to Ms Laukau's grievances. KJR's actions were not considered what a fair and reasonable employer would have done in the circumstances. Consequently, Ms Laukau's claim for an unjustified dismissal was established.

KJR was ordered to pay Ms Laukau $8,300 in lost wages and $20,000 as compensation for hurt and humiliation. Costs were reserved.

Laukau v KJ Randhawa Ltd [[2024] NZERA 694; 20/11/24; S Kinley]

Failing to adhere to trial period requirements renders it invalid

Mr Barlow commenced employment with CBT South Ltd (CBT) on 27 February 2023 as a labourer. His employment agreement contained a 90-day trial provision. There was a heated phone exchange between Mr Barlow and the director of CBT, Mr Schreurs, on 26 May 2023 that resulted in CBT invoking the trial provision to terminate Mr Barlow's employment on the same day.

Mr Barlow raised a claim with the Employment Relations Authority (the Authority) alleging he was unjustifiably disadvantaged because most of the work he undertook involved cladding and roofing, contrary to their agreement before employment started. He also alleged he was unjustifiably dismissed and CBT could not rely on the trial provision as he commenced work before signing the agreement.

Mr Barlow submitted CBT had offered him an apprenticeship, which CBT refuted. The Authority concluded that it was more likely than not that CBT had indicated to Mr Barlow that it would consider offering an apprenticeship. However, the offer would be made some time after he had worked for three months and did not form part of the employment agreement.

Although the job description set out his role as a labourer, Mr Barlow submitted that he was deceived about the nature of the role and believed Mr Schreurs received the benefit of his roofing/cladding experience at a lower hourly rate. The Authority did not agree. There was no evidence of any deception and Mr Barlow was paid at a comparable rate to other employees.

Mr Barlow's unjustified disadvantage claims were not made out. The Authority was not satisfied that directing Mr Barlow to carry out work that was required, and consistent with his job description, skills, and expectations, was justified. It was what a fair and reasonable employer could have done in all the circumstances for the first few months of employment.

Turning to the validity of the trial period provision, the Authority noted that it was unclear when the employment agreement was signed. The dates alongside Mr Barlow's signatures support it being signed after 27 February 2023. Mr Schreurs was not able to confirm in his evidence the agreement was signed before Mr Barlow commenced employment. The Authority was unable to conclude from the evidence that the employment agreement was signed before Mr Barlow commenced his employment. For this reason, CBT could not rely on the trial provision.

The employment agreement set out that if CBT used the trial period provision, one week's notice of termination would be given. It further set out that payment may be made in lieu of notice. The Authority

was not satisfied that CBT gave one week's notice, or paid Mr Barlow in lieu of him working out his notice period. For both of those reasons, the trial period provision was found to be invalid and so Mr Barlow was able to bring a personal grievance claim for unjustified dismissal.

CBT's dismissal was summary in nature. There was no investigation undertaken and concerns were not raised. Mr Barlow did not have a reasonable opportunity to respond to any concerns and have his response considered. These were not minor defects that did not cause unfairness. The procedural fairness requirements under the Act were not satisfied and so the dismissal was found to be unjustified.

In consideration of remedies, CBT submitted that Mr Barlow had not done enough to mitigate any financial loss following his dismissal. CBT noted that it had given Mr Barlow details of a person who could provide him some work and he had not reached out to this person. The Authority noted that, given how the work relationship ended, it was perhaps understandable that Mr Barlow did not follow up on the lead. Further, the Authority did not consider that Mr Barlow had not endeavoured to mitigate his loss. The Authority awarded compensation, but it was reduced by 10% to reflect the conduct by Mr Barlow during the 26 May 2023 phone call, which was not constructive to the employment relationship.

The Authority declined to impose a penalty for a breach of good faith relating to the reliance on the trial provision. The actions were not deliberate, serious and sustained, or intended to undermine the employment relationship in the circumstances.

CBT was ordered to pay Mr Barlow $13,572 for lost wages and $13,500 as compensation for hurt and humiliation. Costs were reserved.

Barlow v CBT South Ltd [[2024] NZERA 685; 19/11/24; H Doyle]

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: Eight Bills

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

Māori Purposes Bill (27 March 2025)

Anti-Money Laundering and Countering Financing of Terrorism Amendment Bill (28 March 2025)

Regulatory Systems (Occupational Regulation) Amendment Bill (1 April 2025)

Consumer Guarantees (Right to Repair) Amendment Bill (3 April 2025)

Regulatory Systems (Courts) Amendment Bill (3 April 2025)

Regulatory Systems (Tribunals) Amendment Bill (3 April 2025)

Auckland Council (Auckland Future Fund) Bill (8 April 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/

CLICK HERE

A GUIDE TO EASTER AND ANZAC DAY 2025

CLICK HERE

A GUIDE TO SHOP TRADING RESTRICTIONS

CLICK HERE

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

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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.

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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.

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

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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.

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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.

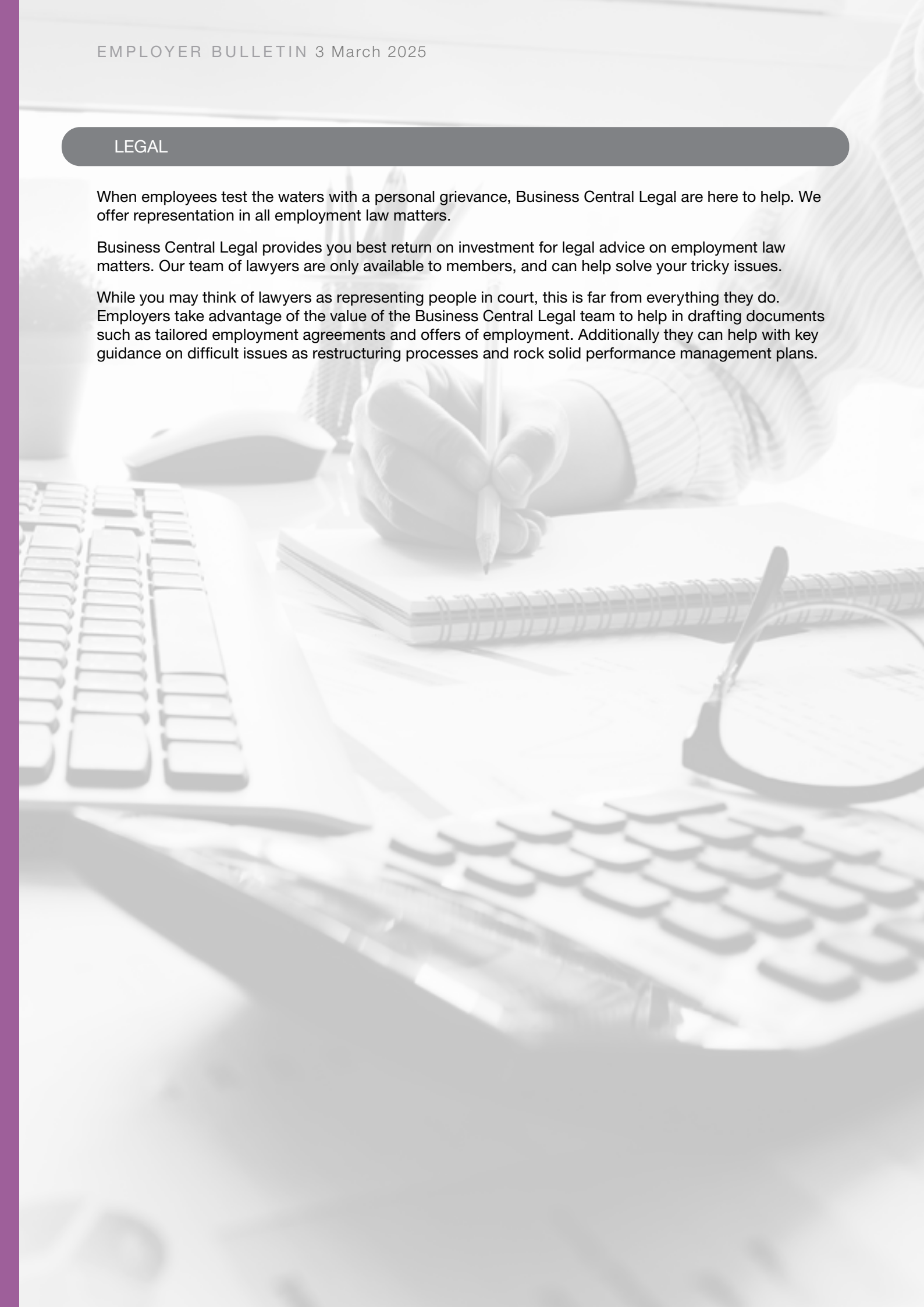
Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult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