BusinessCentral

# EMPLOYER BULLETIN

7 April 2025
A Weekly News Digest for Employers

## EMPLOYER NEWS

### Reserve Bank capital review welcomed

The Reserve Bank's decision to review its capital requirements has been welcomed by Finance Minister Nicola Willis.

"Submissions made to the finance and expenditure committee's banking inquiry have raised concerns that New Zealand's bank capital regime is too conservative, and that this is undermining banking competition, driving up the cost of lending and reducing growth in the New Zealand economy.

"I share these concerns and welcome the Reserve Bank Board's decision to conduct an evidence-based review of its capital regime, using international experts, and comparing New Zealand's requirements with those in comparable countries.

"It's important that the Reserve Bank's prudential regime preserves the stability of our financial system, while taking care not to not impose excessive costs in the process.

"Higher capital requirements increase the cost of borrowing. This can reduce economic activity and drive up the cost of living. I want to see settings that preserve financial stability while encouraging investment, job creation and income growth."

To read further, please click here.

### Reducing ambiguity about what is reasonably practicable for health and safety compliance

Workplace Relations and Safety Minister Brooke van Velden says safe harbours of deemed compliance will be created to increase business and worker certainty about what they need to do to comply with their health and safety duties.

Approved Codes of Practice (ACOPs) are practical guidelines to help people in specific sectors and industries to comply with their health and safety duties.

"Health and safety compliance is based on people doing what is 'reasonably practicable' to manage risks, yet I've heard time and time again that many people don't know what 'reasonably practicable' actually looks like. There is a demand for more and better guidance," says Ms van Velden.

"As part of my health and safety reform, I am making a change to the ACOP model to reassure people that if they comply with an ACOP, they have done enough to meet their health and safety duties.

"In the absence of clear regulations and guidance, an entire health and safety industry has developed, which comes at a cost to businesses, consumers and taxpayers. You should not have to hire a health and safety consultant just to understand whether or not you are compliant with the law."

To read further, please click here.

## Employment indicators: February 2025

Employment indicators provide an early indication of changes in the labour market.

Changes in the seasonally adjusted filled jobs for the February 2025 month (compared with the January 2025 month) were:

- all industries – flat (up 1,157 jobs) to 2.36 million filled jobs
- primary industries – up 1.0% (1,064 jobs)
- goods-producing industries – down 0.3% (1,130 jobs)
- service industries – flat (up 313 jobs).

To read further, please click here.

## Government seeks to simplify Fringe Benefit Tax rules

Inland Revenue is launching public consultation on proposals to make the Fringe Benefit Tax (FBT) rules easier and to reduce compliance costs for taxpayers, Revenue Minister Simon Watts says.

FBT is a tax payable when the following benefits are supplied to employees or shareholder-employees:

- low interest/interest-free loans
- free, subsidised, or discounted goods and services
- employer contributions to sick, accident or death funds, superannuation schemes and specified insurance policies
- motor vehicles available for private use
- unclassified fringe benefits.

"Public feedback will help shape final proposals which Government will consider this year. The proposals have also been designed to be broadly fiscally neutral as the changes will focus on enhancing the integrity of the tax system," Mr Watts says.

**To read further, please click here.**

## Māori economic growth plan aimed at boosting jobs and incomes

Tōia mai te waka, ki te urunga te waka, ki te moenga te waka, ki te takotoranga i takoto ai te waka!

Creating jobs and boosting incomes is at the heart of a renewed Government Māori economic growth plan, Māori Development Minister Tama Potaka says.

“Today, the Government is releasing the ambitious Going for Growth with Māori | Tōnui Māori framework to boost Māori economic development.

"The framework has three main prongs: increasing infrastructure investment, accelerating exports and unlocking the potential of whenua Māori. This may expand or change in the future.

“The Māori contribution to the overall economy is growing fast, from $17 billion GDP in 2018 to $32 billion in 2023, and almost doubling in valued asset base. However, it continues to suffer from infrastructure deficits, barriers to accessing finance, and unproductive land laws.”

To read further, please click here.

## Investing in injury prevention in the manufacturing sector

ACC’s investment in New Zealand’s crucial manufacturing sector is a significant step to help reduce injuries, keep workers safe, and support economic growth, say ACC Minister Scott Simpson and Small Business and Manufacturing Minister Chris Penk.

“My top priority with ACC is to address its declining performance and ensure the scheme remains financially sustainable for current and future generations. One of the best ways to both enhance the health and wellbeing of Kiwis and keep costs down is to prevent injuries from happening in the first place,” says Mr Simpson.

“That’s why I welcome the steps ACC is taking to drive better health outcomes for workers and businesses in manufacturing.”

In 2024, ACC worked with the Employers and Manufacturers Association to co-design a Harm Reduction Action Plan for Manufacturing, which proposed a series of solutions. ACC is now seeking a supplier who can combine their own insights with those from the industry, to develop and implement evidence-based initiatives that will reduce the incidence and severity of injuries and their associated costs.

“Manufacturing is a powerful driver for economic growth in New Zealand, contributing more than 60% of our exports and employing nearly 230,000 people across 23,000 business,” Mr Penk says.

To read further, please click here.

## Public Works Act overhaul complete to drive infrastructure growth

The final stage of reforms to the Public Works Act will introduce bigger and broader land payments, improved landowner engagement and new measures to support disaster recovery, Land Information Minister Chris Penk has announced.

“The Government has been working through an overhaul of the Public Works Act (PWA) to bring it into the 21st century after an independent review found it lacked clarity and commonsense. Today, I am proud to confirm that review is complete” Mr Penk says.

"If we want to grow the economy, boost productivity and make New Zealand a better place to live we must fix our pipes, increase the capacity of our schools and hospitals, and build more homes, roads and renewable energy sources.

"I want to thank the panel members for their expert advice in making the Act more efficient, effective, and transparent. This will help end decades of difficulties which have seen central and local governments struggle to secure land for development.

"Already announced changes include a dedicated carve-out in the law to provide incentive payments and a streamlined objections process for critical infrastructure. Now, this final set of reforms will modernise the wider system – protecting landowners' rights while ensuring the Crown and local authorities can deliver for New Zealanders."

To read further, please click here.

## Changes to Occupational Regulation on the way

Improvements will soon be in place to strengthen occupational regulation regimes for Licensed Building Practitioners (LBPs), electrical workers and plumbers, gasfitters and drainlayers.

Expected to take effect in 2026, changes to licensing regimes aim to encourage tradespeople to complete quality work and give consumers a clear path to follow if things go wrong. The changes include:

- Improving the disciplinary processes for LBPs by giving the Registrar more efficient administration powers and publishing more information about licence suspensions so consumers can make better informed choices when choosing an LBP.
- Progressing work to establish a new waterproofing licence class for LBPs so consumers can be confident those completing wet area bathrooms and level-entry showers are suitably qualified and accountable for their work.
- Improving the complaints processes for electrical workers, and plumbers, gasfitters and drainlayers by enabling the Registrars to initiate complaints without a complainant and establishing Codes of Ethics to promote professional standards of behaviour where any breach will become a disciplinary offence.

To read further, please click here.

## EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

### Employer runs proper medical incapacity process following six months' absence

Ms Sheridan was dismissed for medical incapacity by Pact Group (Pact). In response, she raised a personal grievance for unjustifiable dismissal through her union.

Ms Sheridan was employed by Pact as a community support worker. In January 2021, she was involved in a serious incident at work. Ms Sheridan returned to work in the days following the incident, but after a short period, she took time off on sick leave. After Ms Sheridan was on sick leave for some time, Pact undertook a process with her to ascertain her fitness for work. Following that process, Pact terminated her employment on 11 August 2021.

Ms Sheridan initially went on sick leave from 5 February 2021. Pact found it increasingly difficult to cover for her absence and, by the end of March, began enquiring about her potential return to work. There were extensive communications through letters and emails, with Pact requesting a meeting and Ms Sheridan advising that she was waiting for an ACC assessment. In June 2021, Pact wrote to Ms Sheridan's union, setting out their key issues arising from Ms Sheridan's continued absence and ongoing delays with any specialist medical assessment. In late June, a further medical certificate confirmed that Ms Sheridan was unfit for work until 31 July.

In early July 2023, Pact advised Ms Sheridan that it needed certainty of her return, and it could not simply wait until whenever an ACC specialist report might be available. After 9 July, it would decide whether it could keep Ms Sheridan's position open for her or end her employment for medical incapacity. Pact invited comment on this.

On 28 July 2023, Pact delivered a letter confirming Ms Sheridan's dismissal. In that letter, Pact stated that the timeframe for the provision of feedback to the proposed termination had expired, and Pact had not received any comment from Ms Sheridan. Pact also noted that it had reviewed earlier correspondence and reflected on the needs of the staff, clients, and overall service. Further, Pact cited that given the six months' absence, pressure on staff and ongoing uncertainty about a return-to-work date, Ms Sheridan's employment was terminated.

The Authority considered whether Pact gave Ms Sheridan a reasonable opportunity to recover or at least provide a prognosis for recovery and return to work. Given the circumstances, the Authority was satisfied that Pact acted as a fair and reasonable employer by allowing Ms Sheridan time to recover. When it became evident that recovery was not feasible in a reasonable timeframe, Pact then sought a prognosis on her recovery and potential return to work.

In relation to whether Pact undertook a fair and reasonable enquiry into Ms Sheridan's incapacity and prognosis for return to work, the Authority said, with limited information available, Pact undertook the enquiry it could. All that Pact received was regular medical certificates from Ms Sheridan's doctor certifying her as unfit for work. In some instances, the certificates were open-ended. Ultimately, Pact did what a fair and reasonable employer could do in terms of an enquiry into Ms Sheridan's medical incapacity and possible return to work.

The Authority considered whether Pact engaged appropriately with Ms Sheridan around either facilitating her return to work or dismissing her, and if it fairly considered what Ms Sheridan had to say, which included balancing Ms Sheridan's needs against the needs of its business.

The Authority's analysis found that Pact's actions in engaging with Ms Sheridan were what a fair and reasonable employer could do. Ms Sheridan had every opportunity to engage with Pact on the issues it raised and did so through her union representatives. The Authority was satisfied that Pact did consider fairly Ms Sheridan's needs and accommodated those for as long as it was able to. Ultimately, though, its business need outweighed its ability to continue to accommodate those needs, when they were not connected to a return to work. Based on the circumstances of Ms Sheridan's incapacity, as well as the progression of her prognosis and return to work plan, a fair and reasonable employer could have concluded that dismissal was the appropriate outcome.

The Authority determined that Pact acted as a fair and reasonable employer. Ms Sheridan's dismissal was justified.

**Sheridan v Pact Group [[2025] NZERA 1; 06/01/25; P van Keulen]**

## Incorrectly classed pay-as-you-go holiday pay has costly consequences

In January 2022, Mr Chen began working for TZC Ltd (TZC), primarily on construction and decking. His employment concluded in December 2023. He was not given an employment agreement nor was there an agreement that his holiday pay would be included in his regular wages. Additionally, he was not provided with payslips during his employment. Since leaving, he attempted to recover his outstanding holiday pay. TZC maintained that Mr Chen received payment above the minimum wage and that included the holiday pay component. Mr Chen subsequently raised a claim with the Employment Relations Authority (the Authority).

TZC's sole director and shareholder, Mr Zhang, did not submit a statement in reply to the Authority. He attended an Authority case management meeting but said he was too busy to attend the Authority's investigation meeting, so it proceeded without his attendance. The Authority directed TZC to provide wage and time records, but it did not comply with that direction.

At the case management conference, Mr Zhang told the Authority that Mr Chen was a casual worker. Mr Zhang said the lowest labourers were paid the minimum wage, around $23 an hour – but as Mr Chen was paid $27 an hour, that amount covered both his annual leave and sick pay.

The Authority took guidance from the Holidays Act 2003 (the Act), which sets out the criteria for holiday pay being paid with an employee's wages. Essentially, if an employee works on "an intermittent or irregular basis", their annual holidays could be paid alongside their ordinary pay, as an "identifiable component of pay", at the rate of 8% of gross earnings. Such an arrangement must be agreed upon by the parties. The arrangement is often referred to as "pay-as-you-go" holiday pay. The Authority found that TZC did not meet the requirements as set out in the Holidays Act 2003. Even if it was arguable that Mr Chen's work was intermittent or irregular, the parties did not have any agreement that established the arrangement, and the holiday pay was not an identifiable component of pay.

As TZC did not meet the requirements of the Act, Mr Chen became entitled to annual holidays which were not taken during employment. He was entitled to four weeks' holiday for his first year of service and 8% of his subsequent gross earnings at the time of termination.

Mr Chen took two weeks off work in January 2023 for a surgical procedure. He was not paid sick leave then, even though he was entitled to it at the time. Because TZC did not provide any wage and time details, the Authority accepted Mr Chen's evidence of the time he had off work. TZC was ordered to pay Mr Chen $3,229.08 as annual holiday pay and $1,486.20 as unpaid sick leave.

**Chen v TZC Ltd [[2024] NZERA 769; 20/12/24; N Craig]**

## Flawed redundancy process leads to unjustified dismissal

Mr Knox was employed as a consultant by Recruit IT Group Ltd (Recruit) at its Wellington office from August 2022. Mr Knox lodged a claim in the Employment Relations Authority (the Authority) regarding the manner Recruit made him redundant.

Recruit also had an office in Auckland. On 26 September 2023, Mr Knox received a meeting invitation from one of the three company directors. There was no prior notification as to what the meeting was about. At the meeting, Recruit proposed that Mr Knox's role as a consultant as well as another role at the Wellington branch would be disestablished, due to a loss in revenue for the company. Mr Knox was

asked to provide feedback by 29 September 2023 and was provided the proposal document after the meeting. He was told a decision would be communicated to the team at a decision meeting on Monday, 2 October 2023.

Email correspondence ensued between Mr Knox and Recruit as he sought to understand the proposal rationale and to offer alternative options. During the exchange, Recruit initially said there had been a $400,000 budget loss but later acknowledged a mistake and amended the figure to $200,000. Ultimately, on 2 October 2023, Recruit advised Mr Knox that the Board had approved the proposal that his employment would be terminated.

On 10 October 2023, Recruit posted a social media post on Facebook that it had promoted an employee in its Auckland branch to a consultant role. This led to Mr Knox raising his personal grievance with Recruit.

Mr Knox submitted that the process used by Recruit was flawed. Notice had not been provided that the meeting on 26 September 2023 was to discuss a proposed restructure. He also argued the process was unnecessarily rushed and that he was not provided with key information such as the financial situation of the company and alternatives to redundancy. He further submitted the redeployment process was insufficient with the promotion of an Auckland-based staff member to the role of consultant being highlighted.

Recruit claimed the process was not rushed and that Mr Knox could have asked for more information if he had chosen to. It argued that the change proposal was warranted due to its business circumstances and market uncertainties. Recruit contended the “consultant” role in Auckland had not been a vacant role and the promotion was merely a formality.

The Authority considered that Recruit had not been able to substantively justify its decision that Mr Knox’s role was superfluous. Recruit’s Board had been presented with options that would have meant Mr Knox’s role was not affected. However, that information was not shared with Mr Knox.

At the Authority’s investigation meeting, Recruit was not able to explain why Mr Knox’s role was specifically considered superfluous and, under cross-examination, Recruit conceded that some of the suggestions made by Mr Knox may well have led to cost savings.

The Authority observed that Recruit’s decision-making throughout the process called into question the credibility of its redundancy rationale that it was disestablishing roles that were genuinely superfluous to its needs. It seemed decisions to disestablish roles changed rapidly and seemed to lack a sound consistent basis. Furthermore, even if the changes made were justified, there was a lack of reliable paperwork to support the rationale of the changes in the decision-making.

The Authority felt Recruit’s explanation of promoting a staff member into the Auckland consultant role did not stack up, when it decided to make Mr Knox’s “consultant” role redundant a week prior and advised him he could not be redeployed anywhere within the company.

The Authority also considered the decision to terminate Mr Knox’s employment to be procedurally flawed. He was not advised of the purpose of the meeting. The information provided to him was somewhat lacking and contained errors and omissions. Significantly, Mr Knox had been given a mere three days to provide feedback on a proposal to make him redundant. Such timing was considered disproportionate to the seriousness of the proposal.

The Authority found that Recruit failed in its good-faith obligations to genuinely consult with Mr Knox and decided that Recruit’s decision to dismiss Mr Knox by way of redundancy was unjustified. Recruit was ordered to pay Mr Knox $2,884.62 in lost wages and $18,000 as compensation for hurt and humiliation. Costs were reserved.

**Knox v Recruit IT Group Ltd [[2025] NZERA 4; 08/01/25; D Tan]**

## Failure of employees to renegotiate their rehire is not an unjustified dismissal

Mr and Mrs Hunt (the Hunts), a married couple, worked as park managers of a motor camp situated around ten kilometres outside of Wānaka. The camp lease was owned by Hampshire Holiday Parks Ltd (Hampshire). They worked 40 hours per week, with some on-call hours, and both received a salary.

The Hunts gave notice on 11 September 2023 of their desire to end their managerial roles with Hampshire on 11 November 2023. Hampshire accepted their resignations. While resigning from their managerial roles, the Hunts indicated that they wished to continue working part-time to assist a newly appointed park manager. However, the parties were unable to conclude employment agreements and Hampshire, after exploring options, withdrew its offer on 22 November 2023.

The Hunts raised personal grievances alleging that they had been unjustifiably dismissed as they had been offered work to commence on 12 December 2023 or, in the alternative, had the status of persons intending to work. They also claimed they experienced unjustified disadvantage by lacking an availability provision in their previous employment agreements to cover on-call hours and claimed they had not received payment for the hours they worked. They lodged a claim in the Employment Relations Authority (the Authority).

The Authority considered the offers made to the Hunts in November 2023. Originally, the offers were for fixed-term agreements but were later changed to permanent agreements. Things took a turn when Mr Hunt sought legal advice regarding whether Hampshire had an obligation to pay an on-call allowance to his son and his son's partner who still worked at the camp. He strongly asserted that Hampshire should pay for that advice, but Hampshire refused. The deadline for the offers expired and Hampshire took the Hunts off the camp roster.

Hampshire's chief executive, Mr Sharkey, got in touch with Mr Hunt on 15 November 2023 and looked into the contractual issues Mr Hunt had raised. Mr Sharkey also sought details of the specific concerns Mr Hunt had about signing the offer documents. Mr Hunt did not reply.

Mr Sharkey, by letter of 22 November 2023 advised that Hampshire believed that salaried staff were fully compensated for the time they worked. Hampshire would, however, offer an on-call allowance for waged staff. Mr Sharkey went on to say that, as they had not heard back from the Hunts, its offer of employment was withdrawn.

The Authority did not consider either of the Hunts to fall within the definition of a "person intending to work" found in the Employment Relations Act 2000 (the Act) which stated a person intending to work was "a person who has been offered and accepted, work as an employee."

A further conceptual hurdle was an unjustified dismissal required someone to be an employee at the time of their dismissal. The Hunts had resigned employment with Hampshire and worked out their notice period when the claims relating to the new positions crystallised.

The Authority found that the Hunts were neither employees nor persons intending to work at the time their offers of employment were withdrawn, and therefore they were not unjustifiably dismissed.

The Authority found no disadvantage was established around Hampshire withdrawing the offers. Hampshire was found to have acted in a reasonable manner with respect to bargaining. The Authority also concluded that, at crucial times, the Hunts did not engage in open and responsive communication.

The Authority then turned to the claim that Hampshire was obliged under the Act to have had availability provisions in their employment agreements, and if so, compensate the Hunts for being available to accept work outside their normal hours.

The Authority concluded the employment agreement effectively contained an availability provision and it was included on genuine grounds given the unique nature of the employment and was a reasonable provision. However, the Authority found the provisions were not compliant with the Act as they did not provide for reasonable compensation.

The Authority rejected Hampshire's argument that the salary was adequate compensation for extra hours worked. The lack of a compliant availability provision meant no reasonable compensation was paid for the times they were required to work additional hours or make themselves available for work "on call" beyond reasonable expectations.

It was generally agreed that, for 16 weeks, Mr Hunt worked 50 hours per week and Mrs Hunt worked 44.5 hours per week. The Authority set the reasonable requirement for extra hours at two hours per week. That meant that Mr Hunt was entitled to compensation for 8 hours per week and Mrs Hunt for 2.5 hours per week.

Hampshire was ordered to pay Mr Hunt $4,101.12 gross unpaid wages and Mrs Hunt $1,281.60 gross unpaid wages. Holiday pay and KiwiSaver contributions were to be calculated and paid on both amounts, along with interest. Costs were reserved.

**Hunt v Hampshire Holiday Parks Ltd [[2025] NZERA 24; 17/01/25; D Beck]**

## Withdrawal of conditional offer of employment is not a dismissal

Mr Cavanagh raised a claim of unjustified dismissal against Dynes Transport Tapanui Ltd (Dynes Transport). Dynes Transport rejected the claim and argued that he was never employed because the conditional offer made to him had been revoked.

Dynes Transport had advertised for truck driver roles. Mr Cavanagh contacted the company and a general manager Dynes Transport, Mr Marshall, got in touch regarding an interview. Mr Cavanagh arrived on site and did a test drive. Following the interview, there was a conversation about start dates, to which Mr Cavanagh explained he could start in four weeks.

On 24 August 2023, Mr Cavanagh picked up his employment agreement and letter of offer from Mr Marshall. The letter of offer was conditional on Mr Cavanagh undergoing a drug test and producing a negative result, as well as a pre-employment ACC claims history check. On 12 September 2023, Mr Marshall confirmed that Dynes Transport had made a conditional offer of employment to Mr Cavanagh. Mr Marshall then told Mr Cavanagh that his start date would commence on the 20 September 2023.

Mr Cavanagh fell ill on 20 September and was unable to commence work as planned. Mr Marshall indicated that he would call later and attempt to have him start the following Monday. Mr Cavanagh then provided a medical certificate dated 28 September, stating that he was unfit for work and expected to be able to resume duties by 9 October. After receiving the certificate, Mr Marshall informed Mr Cavanagh that he was under pressure to fill the position he applied for and that there might be other opportunities for him at Dynes Transport.

On 29 September 2023, Mr Cavanagh messaged Mr Marshall to say he wanted to keep his employment, voicing concerns that his sickness might impact the opportunity and asked if he should be worried or could concentrate on getting well. On Monday, 2 October, Mr Marshall withdrew the offer of employment. Mr Cavanagh responded that it was unfair that they were unable to hold the position open for a week.

Mr Cavanagh called Mr Marshall on 16 October and told Mr Cavanagh that he had filled the position, but he gave him the contact details for another manager at Dynes Transport who was looking for staff. Mr Cavanagh applied to the Employment Relations Authority (the Authority) and claimed he was unjustifiably dismissed.

The Authority found that the offer of employment was conditional on several requirements, including consenting to a drug test and arranging a pre-employment ACC claims history check. Mr Cavanagh did not meet any of those conditions – he was unwell, did not consent to the drug test and did not arrange for the ACC check.

The Authority concluded that the offer of employment was conditional, and Mr Cavanagh had not completed the necessary steps. As a result, the offer of employment was withdrawn before he became an employee, meaning Mr Cavanagh was never an employee at Dynes Transport and, therefore, he could not raise a personal grievance for unjustified dismissal. The Authority reserved the issue of costs for both parties to submit further information.

**Cavanagh v Dynes Transport Tapanui Ltd [[2024] NZERA 772; 20/12/24; D Tan]**

## 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: Five Bills**

Auckland Council (Auckland Future Fund) Bill (8 April 2025)

Referendums Framework Bill (17 April 2025)

Term of Parliament (Enabling 4-Year Term) Legislation Amendment Bill (17 April 2025)

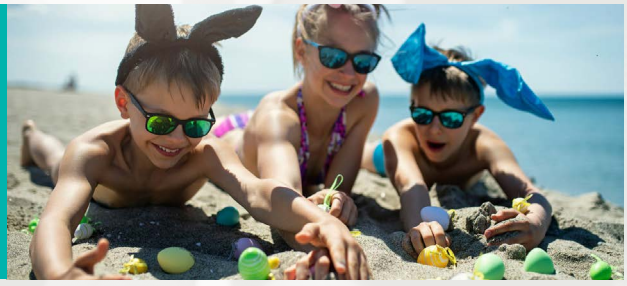
Land Transport Management (Time of Use Charging) Amendment Bill (27 April 2025)

Plain Language Act Repeal Bill (14 May 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**



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**A GUIDE TO SHOP TRADING RESTRICTIONS**


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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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### 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

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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.**