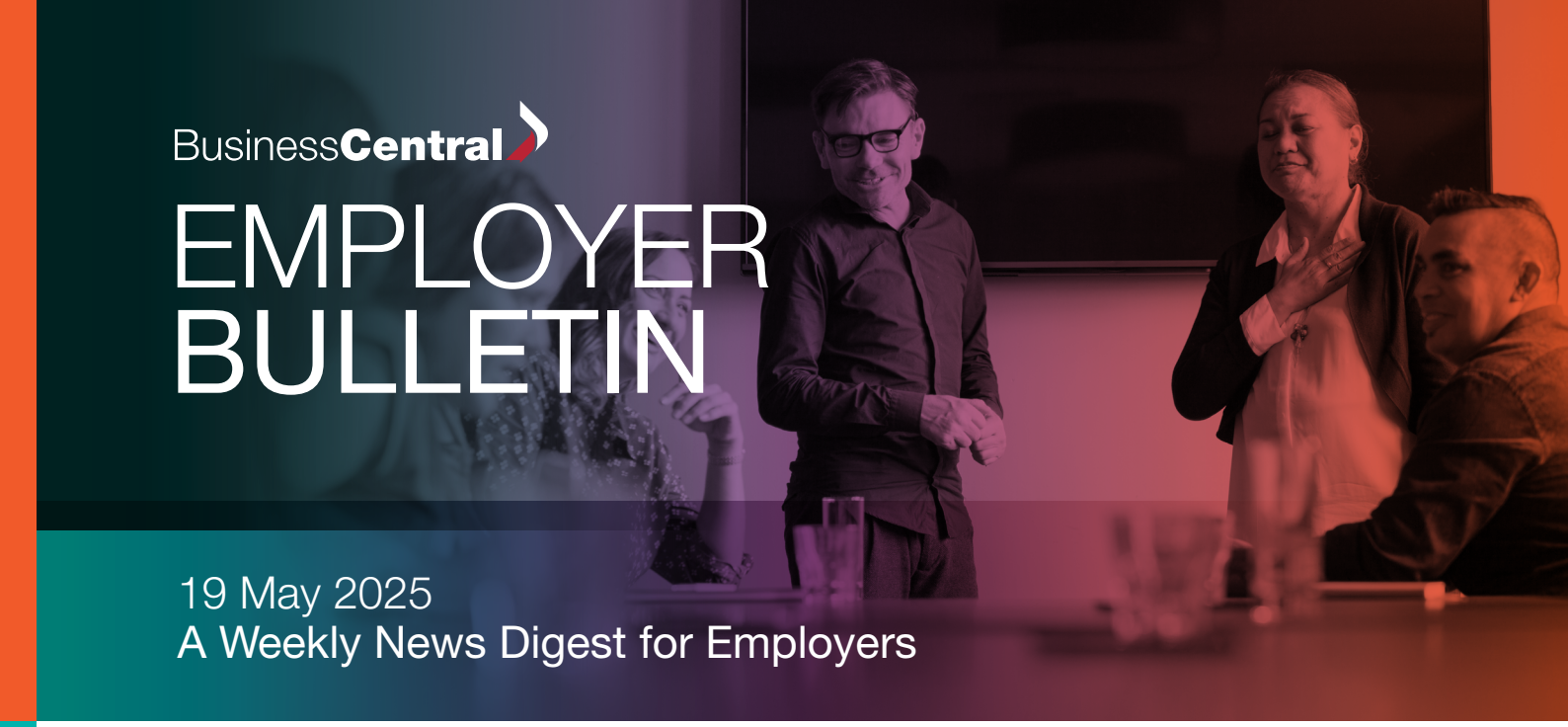

BusinessCentral

EMPLOYER BULLETIN

19 May 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Trade Minister travels to UK & Korea for trade talks

Trade and Investment, and Agriculture Minister, Todd McClay travelled to the United Kingdom to participate in the first in-person joint NZ UK Ministerial Trade Committee and to mark the two-year anniversary of the entry into force of the New Zealand United Kingdom Free Trade Agreement (FTA).

The UK is New Zealand's 7th largest trading partner, with two-way trade worth $7.27 billion. In 2024, New Zealand exported $3.69 billion in goods and services to the UK. The NZ-UK FTA has seen a 21 per cent boost in Kiwi exports worth an additional $644.4 million since the deal came into force.

"The results speak for themselves —goods exports to the UK have risen by 20 per cent, and services exports are up over 22 per cent in just two years," Mr McClay says. "The primary sector is leading the way with big increases in food, fibre, travel and tech exports."

While in the UK, Minister McClay will meet with his trade and agriculture counterparts as well as the UK Trade Envoy to New Zealand. He will also engage with key partners and stakeholders including Waitrose and the National Farmers Union, visit local farms, and connect with New Zealand businesses operating in London.

Minister McClay will then travel from the UK to Korea on Tuesday to participate in the APEC Trade Ministers meeting.

To read further, please click here.

First Fast-track referral applications progressed

The Minister for Infrastructure has referred the first two non-listed projects into the Fast-track approval process under the Fast-track Approvals Act 2024.

"The Fast-track Approvals Act contains two pathways for projects to enter the Government's new approvals process.

"The first pathway, Schedule 2 of the Act – commonly referred to as the Fast-track list – contains 149 projects which can apply directly to the Environmental Protection Authority to have an expert panel assess the project, decide whether to consent it, and apply any relevant conditions. The first three expert panels are already underway and more are expected soon.

"The second pathway is for project owners to apply to the Minister for Infrastructure for referral into the Fast-track process. For this pathway, the Minister for Infrastructure must consult the Minister for the Environment and any other Ministers with relevant portfolios, along with iwi and the relevant local authority, before deciding whether to refer the project.

"The first two projects in the Fast-track process may now move to the next stage in the Fast-track process by lodging substantive applications with the EPA to be considered by expert panels."

To read further, please click here.

Bold science reforms to fuel economic growth

The Government is moving swiftly to implement the most significant science reforms in three decades, with three new public research organisations to be formed by 1 July, Science, Innovation and Technology Minister Dr Shane Reti announced.

"Earlier this year, the Prime Minister unveiled a major overhaul of the science system," says Dr Reti, "including the move from seven Crown Research Institutes to three new entities. These new organisations will concentrate on key areas of national importance."

The new institutes will be the New Zealand Institute for Bioeconomy Science, New Zealand Institute for Earth Science and New Zealand Institute for Public Health and Forensic Science.

"Critically, the new research organisations will have a strong commercial focus, with a mandate to translate science into real-world outcomes and commercial success," says Dr Reti.

To read further, please click here.

Addressing New Zealand's infrastructure asset management challenge

The Government has launched a new work programme to improve public infrastructure asset management, Infrastructure Minister Chris Bishop says.

"We rank fourth to last in the OECD for asset management, with a number of government agencies reporting non-compliance with Cabinet expectations on depreciation funding, asset management plans and asset registers.

"Poor asset management results in expensive renewals and emergency works, poor infrastructure quality, asset failures, and less funding for new services. The Infrastructure Commission estimates that for every $40 spent on new infrastructure, we should be investing $60 in maintenance and renewals.

"In practice, years of poor asset management means leaky hospitals and schools, mould in police stations and courthouses, service outages on commuter rail, and poor accommodation for Defence Force personnel and their families.

"The objective of the programme is to strengthen the infrastructure system to lift asset performance and service outcomes for New Zealanders, ensure there is adequate investment in planned asset maintenance and renewal activities, ensure new investment decisions can be made within the context of agencies' asset management plans, and improve accountability, capability, and oversight."

To read further, please click here.

Net migration eases to under 30,000

New Zealand had a net migration gain of 26,400 in the March 2025 year, according to provisional estimates published by Stats NZ.

"The net migration gain of 26,400 in the March 2025 year was well down from a gain of 100,400 in the March 2024 year," international migration statistics spokesperson Sarah Drake said.

Provisionally, there were 149,600 migrant arrivals and 123,300 migrant departures in the March 2025 year, compared with 207,100 migrant arrivals and 106,700 migrant departures in the March 2024 year.

The provisional net migration gain of 71,200 non-New Zealand citizens in the March 2025 year was down from a net gain of 145,600 in the March 2024 year. The net gain was still high by historical standards, having previously averaged around 60,000 in the March years 2015 to 2019 – high figures in themselves. The largest falls were for citizens of India and the Philippines, but these citizenships still recorded a net migration gain overall.

Net migration loss of New Zealand citizens remains steady at 44,900 in the March 2025 year. The loss was driven by 70,000 migrant departures. Based on the latest estimates available, nearly 3 in every 5 of these went to Australia.

To read further, please click here.

Electronic card transactions: April 2025

The electronic card transactions (ECT) series cover debit, credit, and charge card transactions with New Zealand-based merchants. The series can be used to indicate changes in consumer spending and economic activity.

For the April 2025 month (compared with March 2025), spending in the retail industries was unchanged but increased in the core retail industries by 0.2 percent ($12 million).

Consumables, hospitality, and durables went up, but all less than a percent. Motor vehicles and apparel went down.

The non-retail (excluding services) category decreased by $33 million (1.5 percent) from March 2025. This category includes medical and other health care, travel and tour arrangement, and postal and courier delivery, amongst others.

The services category was down $1.1 million (0.3 percent). This category includes repair and maintenance, and personal care and funeral services, amongst others.

The total value of electronic card spending decreased from March 2025, down $18 million (0.2 percent). In actual terms, cardholders made 158 million transactions across all industries in April 2025, with an average value of $55 per transaction. The total amount spent using electronic cards was $8.7 billion.

To read further, please click here.

National population estimates: At 31 March 2025 (2023-base)

National population estimates give the best available measure of the population, by age and sex, usually living in Aotearoa New Zealand.

At 31 March 2025, the estimated resident population of Aotearoa New Zealand was 5,330,600 provisionally. The median age of females and males was 38.9 and 37.3 years respectively.

During the year ended March 2025, New Zealand's population grew by 47,200 (0.9 percent). The estimated natural increase (births minus deaths) was 20,800, 44 percent of total growth. Estimated net migration (migrant arrivals minus departures) was 26,400, 56 percent of total growth.

During the quarter ended March 2025, New Zealand's population grew by 16,600 (0.3 percent). The estimated natural increase was 5,600 (34 percent of growth) and estimated net migration was 11,100 (66 percent of growth).

To read further, please click here.

Equal Pay Amendment Act

The Government has announced changes to the Equal Pay Act.

The Government is committed to maintaining a process to raise and resolve pay equity claims and these changes aim to make the process workable and sustainable.

The changes to the Equal Pay Act through the Equal Pay Amendment Act include an updated process to raise and resolve claims of sex-based undervaluation in the pay of female-dominated work when a pay equity claim is made.

The goal is for parties to more confidently assess whether there is sex-based undervaluation.

While these changes will mean all current pay equity claims will be discontinued, new claims can be raised under the amended Act if they meet the new requirements. Review clauses in existing settlements will become unenforceable.

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Procedural fairness completely omitted in disciplinary process

Mr Uerata commenced his employment with Expert Moving Group Ltd (Expert Moving) in 2021. He lodged a claim of unjustified dismissal with the Employment Relations Authority (the Authority), Expert Moving having terminated his employment on the basis that he failed to attend work. He sought lost wages, compensation, and penalties for employment breaches.

Mr Uerata was never provided with a written employment agreement despite asking for one on several occasions. His work involved loading and unloading containers. Mr Uerata and his sons, who had also been hired, were approached by site manager Ms Wood on 15 November 2022 and advised that the site had insufficient room for further container work. Ms Wood told them they should leave the site and that the company would inform them when further work was available.

Usually, Mr Uerata would be notified of available work by text message. Now, he did not hear from the company until he received an email on 18 November 2022. The email outlined that Mr Uerata and his sons had not turned up to work on 17 and 18 November 2022, and following a disciplinary process, the company had decided to terminate their employment.

The Authority found that Expert Moving summarily terminated Mr Uerata's employment in its email on 18 November 2022. Expert Moving failed to comply with any of the minimum procedural fairness tests in the Employment Relations Act 2000 (the Act). The dismissal was abrupt, and Mr Uerata was not provided with an opportunity to obtain representation or give any input on the process.

Expert Moving's actions were not consistent with what a fair and reasonable employer could have done in all the circumstances. Its failure to follow procedural fairness or demonstrate good faith rendered Mr Uerata's dismissal both procedurally and substantively unjustifiable.

Mr Uerata received some payments from Expert Moving following his dismissal. However, Expert Moving failed to respond to his reasonable attempts to clarify the purpose of those payments. The Authority awarded Mr Uerata 13 weeks' wages, reduced by the amount paid to Mr Uerata following his dismissal.

The Authority ordered payment of wage arrears for eight hours worked on 14 November 2022 and four hours worked on 15 November 2022, totalling $300 (and $24 of associated holiday pay). It also ordered 84 hours of unpaid holiday pay totalling $2,100, and interest on all the arrears. In total, Expert Moving was ordered to pay $3950 as reimbursement for Mr Uerata's lost wages. The Authority also ordered a payment of $15,000 as compensation for hurt and humiliation.

Expert Moving did not provide wage and time records when requested. The Authority did not consider that Mr Uerata was materially disadvantaged by its failure and so declined to impose a penalty for the breach of law. However, it did issue a penalty for Expert Moving's failure to provide a written employment agreement. It set the penalty at $3,000, with half paid to Mr Uerata. Costs were reserved.

Uerata v Expert Moving Group Ltd [[2025] NZERA 34; 22/01/25; J Lynch]

Meeting called a "complete flop", but no excuse for speeding through investigation

Sinclair Pryor Motors Ltd (Sinclair Pryor) employed FTT, who raised a sexual harassment allegation during their employment and ultimately resigned on 29 June 2022. FTT claimed that Sinclair Pryor's response to the incident caused them an unjustifiable disadvantage. They argued its response caused them to resign, which amounted to a constructive dismissal. They also claimed that Sinclair Prior breached its obligations regarding sexual harassment under the Employment Relations Act 2000 (the Act).

FTT was involved in an incident with a coworker, HWZ, which FTT felt amounted to sexual harassment. FTT reported the incident to DLW (a staff member whose position in Sinclair Pryor was subject to a non-publication order). DLW investigated the matter. Sinclair Pryor held a meeting on 12 May 2022, but FTT said it committed a fundamental omission by not taking their written complaint. Sinclair Pryor claimed that the meeting was a "complete flop". It said it endeavoured to obtain FTT's full statement, but FTT walked out of the meeting and "took with [them] the right to complain that [Sinclair Pryor] made the wrong decision".

Sinclair Pryor reached conclusions only through evidence from HWZ and other witnesses. HWZ was shocked at the complaint and agreed to stop the behaviour in question. Sinclair Pryor accepted HWZ's explanation and assurances at face value and determined that no misconduct had occurred. As a result, it concluded that a disciplinary investigation was not warranted.

Sinclair Pryor sent FTT its decision but received no response, unaware it had recorded the wrong email address. FTT's representative sought to know the outcome of the investigation three weeks later, on 28 May 2022. Sinclair Pryor sent the investigation report and again received no response. FTT then resigned by email on 29 June 2022. Their next communication was to raise a personal grievance.

The Employment Relations Authority (the Authority) found that it was not fair and reasonable for DLW to conclude their investigation the day after the meeting. It saw that as a hasty and insufficient investigation process, where a fair and reasonable employer would have taken further steps to investigate the allegation. At a minimum, DLW should have followed up with FTT in person, either by phone or by

contacting their advocate. Sinclair Pryor accordingly did not sufficiently investigate before drawing conclusions on FTT's complaint. That was not a minor procedural defect and resulted in FTT being treated unfairly. FTT was resultingly unjustifiably disadvantaged by Sinclair Pryor's failure to sufficiently investigate their complaint.

To be considered as constructive dismissal, FTT had to establish that their decision to resign was caused by a breach of duty by their employer. The Authority did not think FTT met that standard. It did not consider it to be reasonably foreseeable that FTT would resign in the circumstances. FTT's correspondence did not indicate that they were considering resigning. Rather, their correspondence focused on how a safe workplace could be provided for them to return to work.

The Authority then considered whether Sinclair Pryor breached its obligations regarding sexual harassment. Under the Act, if an employer is satisfied that sexual harassment occurred and an employee made a complaint, it must take whatever steps are practicable to prevent any repetition of such behaviour.

Sinclair Pryor was not satisfied that behaviour occurred which amounted to sexual harassment. FTT argued that was a defective conclusion, as Sinclair Pryor had failed to gather all the relevant facts. They claimed Sinclair Pryor inappropriately applied a definition from its company policy which stated: "Sexual Harassment is any unwelcome sexual attention that a "reasonable person" would consider to be offensive, humiliating or intimidating". Consequently, Sinclair Pryor was prevented from truly establishing whether the problematic behaviour in fact occurred, and therefore also prevented from taking steps to ensure the behaviour was not repeated.

With no finding of sexual harassment, Sinclair Pryor believed it was not required to take further steps to address the issue. Nevertheless, it took other measures to prevent the repetition of such behaviour.

The Authority concluded that FTT experienced sexual harassment and that Sinclair Pryor's investigation was deficient. It had misdirected itself on what behaviour could be sexual harassment and downplayed the subjective significance of HWZ's actions and their impact on FTT. However, Sinclair Pryor did ultimately take steps to prevent the repetition of HWZ's unwelcome behaviour, and therefore its response satisfied the requirements of the Act.

For the unjustifiable disadvantage caused by the investigation, the Authority awarded FTT lost wages from when they left work on 6 May 2022 to when they resigned on 29 June 2022. Their lost wages did not include any sick leave that was paid for the days off. The Authority also awarded $15,000 as compensation for hurt and humiliation.

The Authority also recommended that Sinclair Pryor update its definition of sexual harassment to ensure it was consistent with the Act. FTT additionally sought that the Authority recommend Sinclair Prior update its employment agreements, and train its employees on investigating and not engaging in inappropriate behaviour. As for these, the Authority felt they were unnecessary and declined to recommend them. Costs were reserved.

FTT v Sinclair Pryor Motors Ltd [[2025] NZERA 29; 22/01/25; S Kinley]

Employee who relocated for work found to be permanent and not casual

Mr Ormsby was offered employment with Bluelagoon NZ Limited (Bluelagoon) in April 2023 as a truck driver and digger operator. He raised a claim with the Employment Relations Authority (the Authority) alleging he had been unjustifiably dismissed and unjustifiably disadvantaged when Bluelagoon failed to give him work or pay his wages after his first week. Bluelagoon relied on its belief that Mr Ormsby was a casual employee.

Mr Ormsby needed to relocate to work with Bluelagoon, so the company offered him accommodation, a work truck and full-time employment, at $35 an hour. The work commenced on 29 May 2023, but issues quickly arose. The accommodation was not what Mr Ormsby expected, and the promised truck was not ready. On 1 June 2023, Mr Ormsby texted Mr Ferey, Bluelagoon's sole director and shareholder,

claiming that the job was not for him and that he would be heading home. Mr Ferey, who was overseas at the time, replied indicating he needed Mr Ormsby to stay around for a month and that he would sort any issues upon his return.

Mr Ormsby drafted an employment agreement himself which Mr Ferey signed on 14 June 2023. From Mr Ferey's perspective, the agreement was casual in nature.

Mr Ormsby worked 53 hours in his first week and ten hours the following Monday. After that week, he received no further work. Both Mr Ferey and Mr Ormsby exchanged messages and discussed the matter by phone. Finally, on 29 June 2023, Mr Ferey advised him that an expected contract had not come through, so he would not receive any further work. At that point, Mr Ormsby returned home. Bluelagoon also suggested that Mr Ormsby had resigned by text message which was sent on 1 June 2023.

The Authority had to first clarify the true nature of the employment arrangement. It determined that the employment was permanent in nature. Bluelagoon had agreed to provide both a work vehicle and accommodation. The text messages between the parties prior to commencement suggested that work was expected to be ongoing. The communications also suggested that Mr Ormsby did not have the ability to accept or decline work. While the work was sparse, the employment agreement implied that the work would be ongoing and not casual in nature.

The Authority did not consider Mr Ormsby's text message sent on 1 June 2023 to constitute a resignation. He continued to be available for work. The communications that followed indicated that Mr Ferey wanted the employment to continue and was keen to address issues upon his return. The signing of the employment agreement on 14 June 2023 also showed clear intention of the parties for the employment to continue.

The Authority determined that Mr Ormsby's employment ended on 29 June 2023 when Mr Ferey advised him there was no further work for him. That was found to be an unjustified dismissal. Bluelagoon's actions were not justified as it did not raise its concerns with Mr Ormsby or provide him an opportunity to respond to those concerns. Although Bluelagoon was a small company, it could not simply stop paying wages in the context of full-time permanent employment, then dismiss Mr Ormsby summarily and without notice. Its failure to pay wages after the first week of employment also amounted to an unjustified disadvantage.

Mr Ormsby also sought penalties for Bluelagoon's failure to pay wages when they were due, failure to pay outstanding holiday pay on completion of employment, and failure to keep wage and time details. The Authority noted the financial difficulties Bluelagoon was facing and that there was no history of similar conduct. In those circumstances, the Authority declined to impose any penalty. It did warn Bluelagoon that it would consider this case in any future court appearances.

Bluelagoon was ordered to pay Mr Ormsby compensation totalling $20,000, lost wages totalling $7,000 and wage and holiday arrears of $4,951.60, with interest. The company was also ordered to pay unpaid KiwiSaver contributions to Mr Ormsby and to make good on its PAYE obligations to Inland Revenue. Costs were reserved.

Ormsby v Bluelagoon NZ Ltd [[2025] NZERA 44; 28/01/25; S Kennedy-Martin]

Employee cashes in on poorly documented arrangement

Mr Jones worked for Erbco Ltd (Erbco). He applied to the Employment Relations Authority (the Authority) and claimed Erbco owed him wage arrears and annual holiday pay with interest for work he performed on Erbco's dairy farm from August 2022 to October 2022.

Mr Erb and Ms Collinson were the directors of Erbco. There was no documentation of employment agreement between the parties. In fact, the parties expressly agreed to very little. In June 2022, Mr Jones worked in exchange for food and accommodation as part of a "woofing exchange", rather than remuneration. He did not seek payment for that period in his application to the Authority. After that

engagement, Mr Erb asked Mr Jones to return and work on the farm later in the year and said that terms would be discussed when he arrived. As a result, Mr Jones worked on the farm again between 19 August 2022 and 18 October 2022.

Mr Jones mainly communicated with Ms Collinson, who also carried out responsibilities as the farm manager. His work was primarily with Mr Erb's son doing whatever was needed. He milked cows and undertook general and essential farm work. There was also a lot of work created by a general lack of maintenance, recent flood damage, Mr Erb's medical absence, and it being calving season.

The parties did not discuss a pay rate or other employment arrangements. Despite that, Erbco recognised an obligation to pay Mr Jones for his work, even if the amount and hours worked were disputed. Erbco made one payment to Mr Jones of $1,000 on 14 October 2022.

Erbco claimed it did not owe Mr Jones any money, referring to the woofing exchange arrangement. However, it acknowledged Mr Jones did perform work. The Authority ultimately found that Mr Jones was employed by Erbco.

Erbco generally did not keep records. The parties debated how many hours he worked per day during the second engagement. Mr Jones estimated that he had worked around 576 hours across 58 days. He usually worked between 8 and 12 hours per day, and thought he should be paid for three days he took off. However, Ms Collinson believed he worked four hours a day. She also noted a training wage of $16.96 per hour, plus holiday pay paid out at eight percent, minus living costs of $195 per week. The figure she felt Erbco owed Mr Jones was significantly less than what Mr Jones thought he was entitled to.

After the employment ended, Ms Collinson told Mr Jones that the employee had the responsibility to write down their hours. The Authority noted it is rather the employer who has a responsibility to keep time and wage records. In the absence of reliable records from Erbco proving otherwise, the Authority concluded Mr Jones had worked all the hours he claimed.

Mr Jones sought to be remunerated at the minimum wage instead of the training wage. The Authority found that Mr Jones was not studying at least 60 credits a year towards an industry training programme, and therefore the training wage was not applicable. Mr Jones also did not provide written consent for any deductions of living costs and so the Authority found that it was not appropriate to make that deduction.

The Authority calculated Erbco's arrears to be $12,211.20. Erbco did not provide payslips or a breakdown of how it calculated the payment made of $1,000. The Authority deducted that $1,000 from the amount owing, leaving $11,211.20 to be paid. It also owed annual holiday pay on this, for a total of $976.90.

Finally, the Authority awarded interest on the outstanding pay, for the period from 25 October 2022 to the date of determination. That amounted to $1,527.51. Costs were reserved.

Jones v Erbco (2015) Ltd [[2025] NZERA 46, 29/01/25; L Vincent]

Employer disadvantages employee with its aggression and bias

Ms O'Brien was employed by The Platform Media NZ Ltd (The Platform) as an editor for digital engagement from December 2021. The Platform terminated her employment, which Ms O'Brien claimed had been an unjustified dismissal. In its decision, the Employment Relations Authority (the Authority) considered several unjustified disadvantage claims and would consider her unjustified dismissal at a later date. Ms O'Brien's primary claim in this case was that The Platform failed to appropriately take action to ensure her health and safety at work after she raised concerns about the conduct of Mr Plunket, The Platform's editor and chief executive.

The first incident occurred on 3 May 2022, where Ms O'Brien alleged Mr Plunket displayed aggressive behaviour. Mr Plunket apologised to Ms O'Brien for his conduct. On 2 June 2022, Ms O'Brien claimed she was subjected to further aggressive behaviour, relating to an email she had received from one of the company's directors. Ms O'Brien wrote to Mr Plunket to raise her concerns, but did not receive a response.

Another incident occurred on 7 June 2022, when Mr Plunket and The Platform's technical producer both independently intended to attend a funeral. The two disagreed on who should attend. Ms O'Brien alleged experiencing further aggression when she inadvertently got involved by arranging cover for the technical producer to join.

Ms O'Brien sought a meeting with one of the company directors, Mr Wright. Mr Wright also invited Mr Plunket to attend. Ms O'Brien firstly met with Mr Wright on 8 June 2022, and indicated she did not feel safe working with Mr Plunket. Immediately after discussing that topic, Mr Plunket joined the discussion. It quickly became evident that the focus of the conversation moved to performance issues with Ms O'Brien, and Mr Wright sought to downplay Mr Plunket's alleged behaviour. While Mr Plunket offered an apology, there was no firm commitment as to how future issues could be mitigated. Ms O'Brien recorded both meetings.

Ms O'Brien raised her personal grievance on 14 June 2022, and declined to return to work until the health and safety concerns around Mr Plunket's alleged aggressive behaviours had been addressed.

In July 2022, The Platform wrote to Ms O'Brien, alleging a breach of confidence and seeking to issue a final warning for insubordination due to a delay in providing the meeting recordings. Despite her providing the recordings to The Platform on 11 July 2022, Ms O'Brien was issued with a warning on 27 July 2022.

The Authority determined that Mr Plunket's behaviour at the 7 June 2022 incident was inappropriate. It criticised how the meeting on 8 June 2022 played out. None of the numerous allegations had any degree of scrutiny or investigation. The approach taken by The Platform involved a failure to reasonably consider, investigate or address Ms O'Brien's concerns. The mere acknowledgment and apology offered by Mr Plunket, whether genuine or not, could not have satisfied an employer acting fairly and reasonably that the matter was resolved, or that Ms O'Brien's concerns had been adequately addressed.

While Mr Wright sought to move the relationship forward, it appeared he did not intend to adequately examine Mr Plunket's alleged behaviour. The Authority considered that approach had been inherently unfair and unreasonable. It also considered Mr Plunket's subsequent emails to Ms O'Brien to be the start of retaliatory behaviour, with the intent to be intimidatory and to seek to blame her.

The Authority found that Ms O'Brien was unjustifiably disadvantaged by The Platform in making unfounded allegations and taking retaliatory action, such as withholding wages. The Platform's actions were not those of a fair and reasonable employer. The Platform's final warning regarding the meeting recordings was also unjustified. The delay in providing the recordings was blameworthy conduct, but there were significant procedural flaws when The Platform sought to address the issue.

Finally, the Authority considered whether a breach of good faith had occurred when The Platform had declined to participate in facilitation in September 2022. The Platform ultimately withdrew from the proposed facilitation, claiming that Ms O'Brien had not identified her desired outcomes. The Authority considered that the withdrawal was a destructive and imprudent step to take. It was inconsistent with The Platform's obligation to be active and constructive in maintaining a productive employment relationship and consequently amounted to a breach of good faith.

Ms O'Brien sought for the Authority to issue special damages. The Authority was not convinced this was appropriate. It described The Platform's actions as ill-advised, unfair, reactionary, retaliatory, and vindictive – but none to a level that would justify special damages.

The Platform Media NZ Limited was ordered to pay Ms O'Brien $17,550 as compensation for her unjustified disadvantages. The remedy was then reduced by ten percent for contributory conduct. Costs were reserved.

O'Brien v The Platform Media NZ Ltd [[2025] NZERA 56; 03/02/25; R Anderson]

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: Seven Bills

Medicines Amendment Bill (19 May 2025)

Juries (Age of Excusal) Amendment Bill (22 May 2025)

Employment Relations (Termination of Employment by Agreement) Amendment Bill (22 May 2025)

Sale And Supply of Alcohol (Sales on Anzac Day Morning, Good Friday, Easter Sunday, And Christmas Day) Amendment Bill (22 May 2025)

Anzac Day Amendment Bill (22 May 2025)

United Arab Emirates Comprehensive Economic Partnership Agreement Legislation Amendment Bill (23 May 2025)

Education and Training Amendment Bill (No 2) (12 June 2025)

Ngāti Hāua Claims Settlement Bill (24 June 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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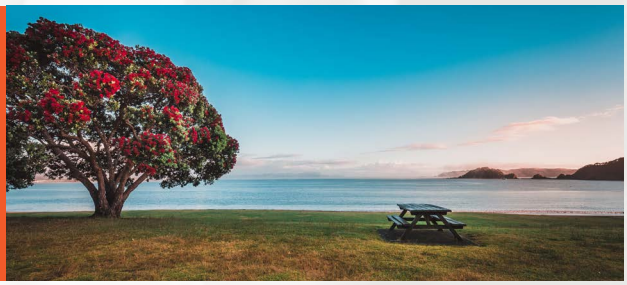
A QUICK GUIDE TO HOLIDAY PAY PRACTICES IN NEW ZEALAND



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If you would like to provide feedback about the Employer Bulletin, contact: comms@businesscentral.org.nz
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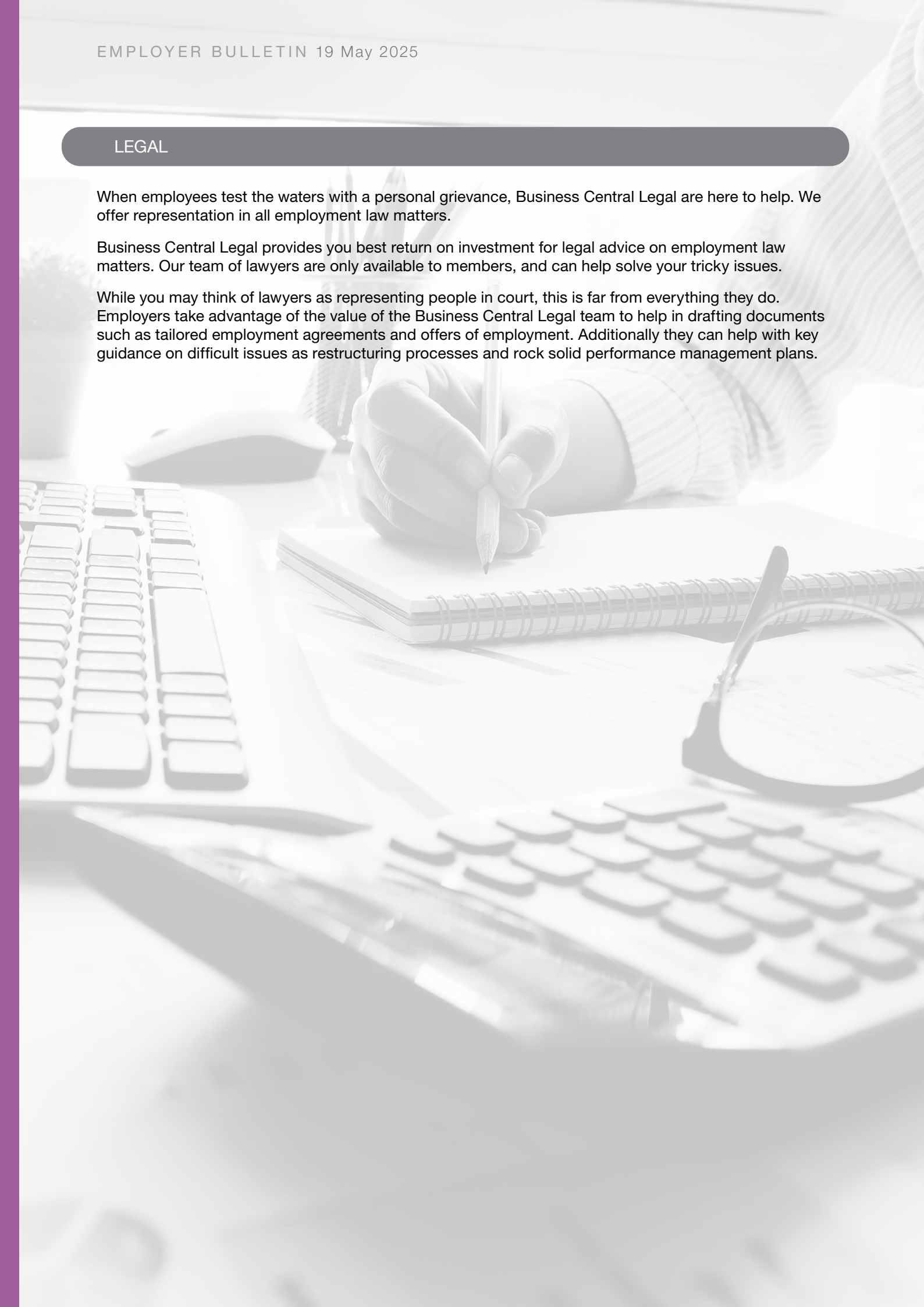
Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult relationship or it could be confirming a restructuring selection matrix.

LEGAL

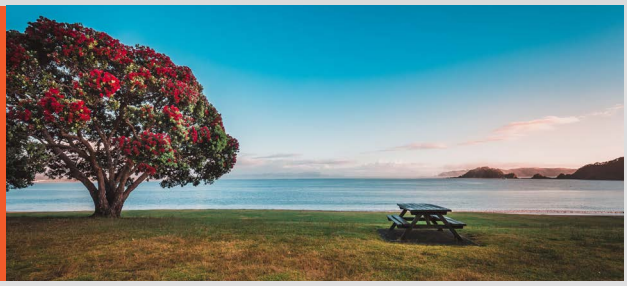
When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

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.