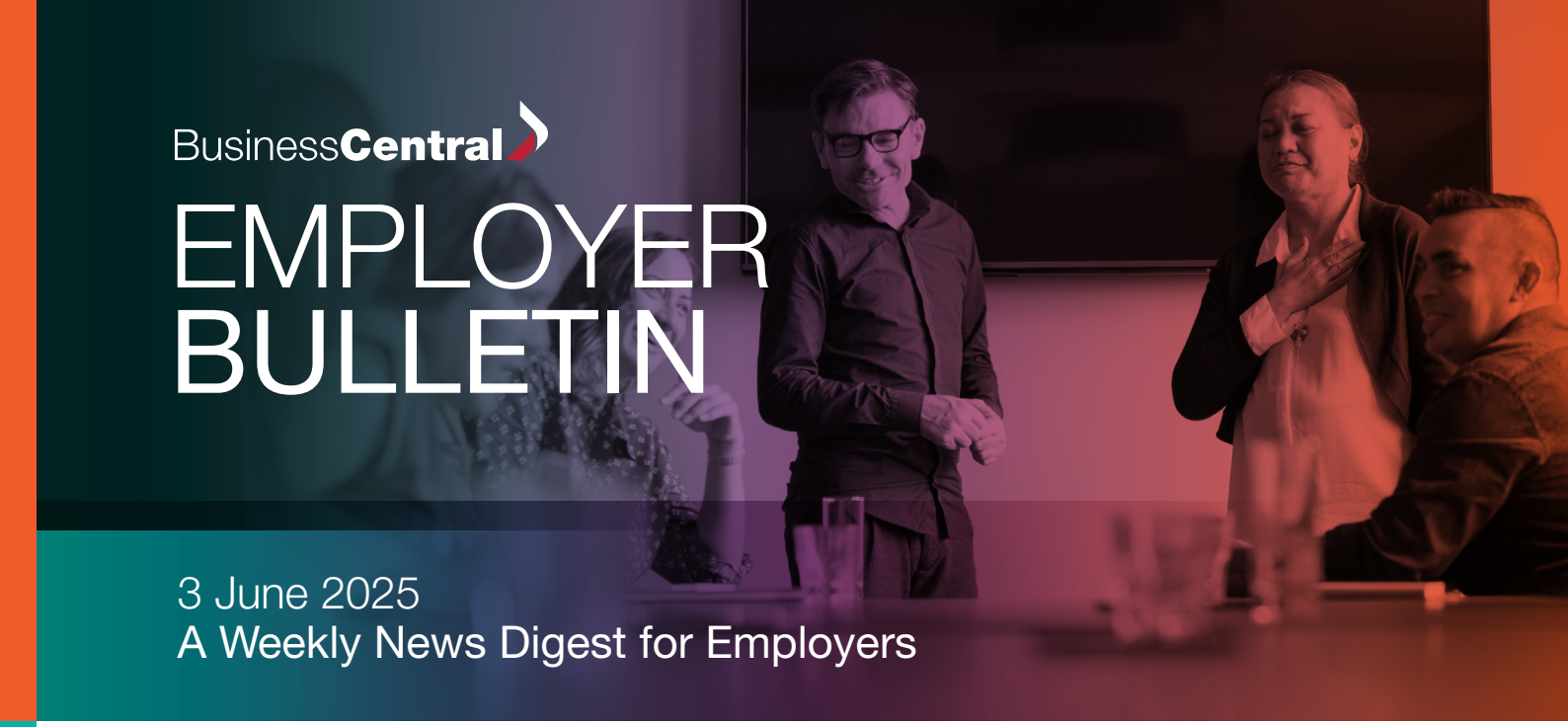

BusinessCentral

EMPLOYER BULLETIN

3 June 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Excellence celebrated at first-ever Minister for Manufacturing Awards

Exceptional Kiwi businesses and outstanding individuals who are driving industry productivity, innovation and job creation have been honoured at New Zealand's inaugural Minister for Manufacturing Awards.

"Manufacturing fuels the economy by contributing over 8.4 percent to New Zealand's GDP, generating more than 250,000 jobs and reinforcing our position as a global competitor," Minister for Small Business and Manufacturing Chris Penk says.

"The 2025 Minister for Manufacturing Awards celebrated the prosperity this industry drives and most importantly, the outstanding people behind it."

Held yesterday evening at Christchurch's premier industry showcase, SouthMACH, the event was hosted by Mr Penk in collaboration with Advancing Manufacturing Aotearoa.

"The calibre of finalists and winners reflects the strength and diversity of New Zealand's manufacturing sector - from suppliers of sustainably harvested timber, to developers of ground-breaking recycling technologies and producers of life-saving medical equipment," Mr Penk says.

"These businesses are led by innovative thinkers and powered by skilled, hard-working Kiwis. Their success is something we can all take pride in and shows that manufacturing will continue to play a significant role in shaping New Zealand into a world-class economy."

To read further, please click here.

Further drop in cash rate good news for Kiwis

Kiwis can look forward to further falls in interest rates following today's Monetary Policy Statement, Finance Minister Nicola Willis says.

The Reserve Bank today reduced the Official Cash Rate (OCR) from 3.5 to 3.25%, the sixth consecutive reduction since August last year.

"A lower OCR means lower interest rates for Kiwi businesses and households," Ms Willis says. "For families, it means more money in the household budget and for first home buyers it makes servicing a mortgage more affordable. For businesses, it means lower borrowing costs and customers with more money to spend.

"Today's announcement shows the work done by the Government to take the pressure off inflation by bringing public spending back under control is continuing to pay dividends.

"In the past nine months the OCR has now fallen 2.25 percentage points with more reductions forecast by the Reserve Bank.

"The impact of this on an individual family will depend on the terms of their mortgage. But, as an example, someone repaying a $500,000 mortgage over 25 years will be more than $300 better off per fortnight if their mortgage rate falls by 2.25 percentage points."

To read further, please click here.

Employment indicators: April 2025

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

Key facts:

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

- all industries – down 0.1% (2,246 jobs) to 2.35 million filled jobs
- primary industries – up 0.1% (108 jobs)
- goods-producing industries – down 0.3% (1,393 jobs)
- service industries – down 0.1% (1,081 jobs).

The following figures compare April 2025 actual values with April 2024:

- Filled jobs were 2.36 million, down 38,463 (1.6%).

Filled jobs changes by industry:

By industry, the largest changes in the number of filled jobs compared with April 2024 were in:

- construction – down 6.5% (13,522 jobs)
- administrative and support services – down 6.7% (7,547 jobs)
- professional, scientific, and technical services – down 3.3% (6,257 jobs)
- manufacturing – down 2.3% (5,475 jobs)

To read further, please click here.

Budget 2025 boosts primary care funding

Health New Zealand will deliver a significant increase to primary care funding following investment in Budget 2025, Health Minister Simeon Brown says.

"Primary Care is critical to delivering better health outcomes for all New Zealanders but has not received the investment needed in recent years. That is now changing," Mr Brown says.

"Budget 2025 provides a significant boost to ensure more New Zealanders can see a GP, get timely care, and avoid unnecessary hospital visits."

The Government's record investment in health enables the following key funding uplifts for primary care:

- $285 million in performance-based funding over three years, over and above the annual capitation uplift, to support primary practice to be more accessible for patients and deliver more services in the community.
- Annual capitation uplift negotiations are now underway between Health New Zealand and primary care providers. The Government provided Health New Zealand with a $1.37 billion uplift in Budget 2025, including to support a primary care capitation funding uplift.
- $447 million primary care investment in Budget 2025 in 24/7 digital health services, after-hours and urgent care, and more funding for training doctors and nurses to work in primary care.

To read further, please click here.

KiwiSaver changes to bolster next generation

Changes to KiwiSaver in Budget 2025 mean young people today will retire with more savings and more financial security, Finance Minister Nicola Willis says.

"Using the Sorted website's comparative calculator, you can see that with the Government's KiwiSaver changes an 18-year-old today earning $48,000 a year, and investing in a balanced fund, will have almost $900,000 in KiwiSaver at age 65. Under the old settings, it would have been about $721,000."

Changes to KiwiSaver in the Budget include extending the government contribution - and employer matching - to working 16 and 17-year-olds, as well as changing the default contribution rate to 3.5% on 1 April 2026 and then to 4% on 1 April 2028. People will have the option to stay on 3% if they choose.

"An increased contribution rate will also grow the funds available to young people for a first home deposit. Kiwis are able to withdraw from their KiwiSaver to purchase a first home, and larger fund balances can only help," Nicola Willis says.

"An increase in KiwiSaver balances will also grow the pool of funds available for investment in New Zealand. KiwiSaver schemes already invest around 40% of their funds in New Zealand based assets – including housing developments like the Simplicity one we're visiting today. With greater Kiwi savings, more Kiwi projects like this will be possible.

"That's good for the economy, and a strong economy ensures a better future for all New Zealanders – including young people."

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Verbal altercation not deemed as dismissal

Mr Macgregor worked for Southern Fencing Ltd (Southern Fencing) from October 2023 until November 2023. Southern Fencing had not provided him with an employment agreement and his employment ended following a verbal altercation with Mr Andrews, who ran the business. There was a dispute regarding the altercation, with Mr Macgregor claiming it amounted to a dismissal. He sought remedies in the Employment Relations Authority (the Authority). He also sought penalties for the breach of employment agreement law and bargaining failures.

Both Mr Andrews and Mr Macgregor agreed that Mr Macgregor was employed initially on a trial basis. It was not a formal 90-day trial period, but rather a trial in its practical application. Mr Andrews thought that Mr Macgregor worked well with the other employee at Southern Fencing, however, was concerned and annoyed by the amount of time Mr Macgregor spent vaping and on his phone.

On Friday 3 November 2023, the issues of Mr Macgregor's phone use came to a head. Both Mr Andrews and Mr Macgregor were on site. Mr Andrews was driving a tractor and saw Mr Macgregor answering his phone. What happened next was heavily disputed.

Mr Macgregor claimed that because there was no work to be done at that time, he decided to answer an incoming phone call. After Mr Andrews saw him on the phone, Mr Macgregor claimed that he yelled at him to "get the f… off the phone". Mr Macgregor said that it was an important call and that he was going to answer it. In response, Mr Andrews told him to "f… off" and "that people like him never learn and that he should have stayed in Invercargill".

On the contrary, Mr Andrews claimed that he saw Mr Macgregor on his phone and shouted at him to get off it. Mr Macgregor laughed at him and walked away. Then after about 30 minutes, Mr Macgregor was on his phone again, so he shouted at him to get off his phone. On the second occasion, Mr Macgregor laughed at him, got in his car and left work.

Following either version of events, the outcome was the same. Mr Macgregor left work and did not return. On 9 November 2023, Southern Fencing paid Mr Macgregor for the time he worked and his outstanding holiday pay.

Mr Macgregor had the onus of proving that there was a dismissal. The starting point for the Authority was to establish what was said in the verbal altercation and to decide if Mr Macgregor had established that there was an unequivocal 'sending away', which amounted to dismissal. When faced with conflicting evidence, the Authority had to decide what evidence it preferred based on an assessment of credibility. The key aspects were consistency of the witnesses' evidence, how plausible the evidence of each witness was, and whether there were elements of confirmation bias present.

Following this assessment of all the evidence, the Authority concluded that Mr Andrews' version of events seemed more credible. It based this on the consistency, plausibility and probable confirmation bias of the oral evidence and various message exchanges following the altercation.

At some point in the morning, Mr Andrews saw Mr Macgregor on his phone and yelled at him to get off it. Later that morning, Mr Andrews saw Mr Macgregor on his phone again and got angry at him. He yelled at him again, and although he swore at Mr Macgregor, it could not be confirmed that he used the words "f… off". Mr Macgregor thought he should be allowed to take the call and walked away to continue the phone conversation. Given the swearing by Mr Andrews, he decided that he did not need to put up with that behaviour and he left work, driving away in a car.

The Authority concluded that there was no unequivocal act by Mr Andrews that amounted to a sending away. Mr Macgregor failed to establish that he was dismissed by Southern Fencing and, as a result, his claim of an unjustified dismissal was closed in favour of Southern Fencing.

The Authority did however impose a penalty of $1,500 against Southern Fencing for not providing Mr Macgregor with an employment agreement before he commenced work, with the penalty to be paid to Mr Macgregor. Costs were reserved.

Macgregor v Southern Fencing Ltd [[2025] NZERA 65; 13/02/25; P van Keulen]

Exploited migrant worker wins her case at the Authority

During 2023, Ms Chung worked for Ms Huynh at her nail salon. Ms Chung was a Vietnamese national who, among others, had been recruited by Ms Huynh to come to New Zealand to work. She was dismissed on 26 December 2023 under a 90-day trial period. Ms Chung and other affected employees lodged claims with the Employment Relations Authority (the Authority). This determination specifically dealt with Ms Chung's claim of unjustified dismissal and unjustified disadvantage.

While in Vietnam, Ms Chung signed an employment agreement. However, when she arrived in New Zealand, her job description was changed without her consent, and she was often not paid what her employment agreement provided for.

Ms Chung considered 17 September 2023 as her first day of work. Ms Huynh submitted that Ms Chung was at the Salon from 18 September 2023, but didn't start work until 2 October 2023. She argued that Ms Chung was practicing and learning rather than working. However, she did concede that Ms Chung was required to attend the salon and received cash payments.

The Authority preferred the evidence of Ms Chung and found that it was more likely than not that her first day of employment was either 17 or 18 September 2023. That meant that Ms Chung had worked at the salon for 100 days when she received her termination notice on 26 December 2023, and therefore, Ms Huynh was out of time to rely on the 90-day trial period clause for termination.

Another factor that invalidated the trial period was that Ms Chung's final pay was withheld by Ms Huynh on the basis that Ms Chung owed rent money for shared accommodation. Ms Huynh was not able to produce any written evidence in support of that claim. She was also unable to provide evidence regarding a personal loan of $1,200, which she said Ms Huynh owed.

While Ms Huynh submitted there were performance concerns, there was no evidence that they were raised with Ms Chung, and her dismissal was therefore procedurally unjustified.

The dismissal was also substantively unjustified. Ms Huynh claimed that Ms Chung's employment was terminated because Ms Huynh had formed an adverse view of her. That was based on assumptions she made. She thought Ms Chung was part of a group of staff who had recently been fired because they were seeking advice on New Zealand employment law and creating a negative "atmosphere" by doing so.

The Authority also found that Ms Chung had established an unjustified disadvantage claim regarding Ms Huynh failing to pay wages in full when they were due.

In a scathing critique, the Authority member observed that once Ms Chung had arrived in New Zealand, Ms Huynh unilaterally changed her rate of pay. There was also a dispute about a change in job description and an increase in hours of work and duties imposed on Ms Chung at the same time. Ms Huynh attempted to argue that Ms Chung's attitude and alleged poor performance were a justification for deciding not to pay her wages at all, as well as a justification for her summary dismissal.

In awarding a penalty of $2,500 for breaches of the employment agreement, the Authority called out what it described as deliberate action, observing that Ms Huynh's evidence suggested that she never intended to honour the written terms she had provided. Instead, she expected Ms Chung and others to accept very low rates of pay and long hours for the first three months while they were being trained.

Finally, the Authority was asked by Ms Huynh to consider if the workers who had complained to the Authority were participants in an organised campaign against her, being orchestrated by a third party. The Authority found no evidence to support that assertion and took the matter no further.

Ms Huynh was ordered to pay Ms Chung $9,491.20 as compensation for eight weeks' lost remuneration, $20,000 as compensation for hurt and humiliation, and $2,500 as a penalty for breaching the employment agreement. Costs were reserved.

Chung v Huynh [[2025] NZERA 69; 14/02/25; C English]

Redundancy was not based on genuine business reasons

Ms O'Brien was employed by The Platform Media NZ Ltd (The Platform) in the role of Editor Digital Engagement commencing on 12 December 2021. She was dismissed from her employment as of 15 June 2023, following the implementation of a restructuring proposal. She raised claims with the Employment Relations Authority (the Authority) alleging she was unjustifiably disadvantaged and unjustifiably dismissed.

On 3 May 2023, Ms O'Brien received a restructuring proposal, which included a reference to reasons for her ongoing absence, as she had been off work since June 2022. While the reasoning for her ongoing absence was in dispute, the primary concern was that The Platform had failed to ensure that Ms O'Brien was provided a healthy and safe workplace following the behaviour of its editor and chief executive, Mr Plunket. The matter was considered by the Authority in a previous hearing.

The Platform's proposal set out that most of Ms O'Brien's role could be absorbed by other staff, and that the remainder of the work could be picked up by consultants. She was advised that there were no alternative roles available. Additional financial information could be provided by The Platform. However, that was conditional on Ms O'Brien signing a non-disclosure agreement.

Ms O'Brien challenged the haste of the process, the need for the non-disclosure agreement, and that Mr Plunket was the decision-maker, which Ms O'Brien considered a major conflict given that he was arguably the reason for her not feeling safe in the workplace. Ultimately, The Platform confirmed its decision to go ahead with the proposal in correspondence dated 18 May 2023.

Considering the claim for unjustified disadvantage, the Authority agreed with Ms O'Brien that her employment agreement already included a confidentiality clause. While the use of a non-disclosure agreement was not generally a disadvantage, The Platform was unable to identify how the release of the information would prejudice its commercial position.

The Authority did not agree that Ms O'Brien was disadvantaged by not being able to discuss the proposal with the board trustees. However, Mr Plunket was fundamentally conflicted in his capacity as the decision-maker, so alternative options should have been explored. The Authority was also critical of the proposal document for its lack of detail on how Ms O'Brien's role was to be reallocated, and there appeared to be superficial consideration given to possible alternatives.

The Authority ultimately found that Ms O'Brien was unjustifiably disadvantaged in her employment. It agreed that the timeframe for the proposal was unreasonably rushed and that the actions of The Platform gave weight to the claim that the proposal was not based on a business need.

Ms O'Brien further submitted she did not receive a job description, and that her role was never clearly defined. The Authority observed that The Platform failed to meaningfully attempt to define the role performed by Ms O'Brien, and an absence of genuine consideration and assessment as to what the role entailed. In a strong critique, the Authority found that the absence of the role being defined indicated that the proposal and eventual implementation of the restructuring was targeted at Ms O'Brien specifically, and not as part of wider cost-saving initiatives.

The Authority was not satisfied that the restructure was for genuine commercial or business reasons. Evidence of the commercial or business reasons put forward by The Platform was limited. Other than the mere implications of saving wages, the evidence was vague and unsatisfactory. Notwithstanding any issues relating to the proposed non-disclosure agreement, no relevant financial information was put forward by The Platform as forming the basis for the proposal and no detail was provided to the Authority.

Consequently, the Authority found that the dismissal was inextricably linked to Ms O'Brien's absence from the workplace and the reasons for that. The letter, which included notice of the proposal, strongly spoke to other motivations rather than simply referring to background circumstances.

Having regard to The Platform's size and start-up nature, the Authority was not satisfied that the company's decision to dismiss was justified, given the almost complete absence of any records relating to cost savings, financial imperatives, budgetary considerations, proposed efficiencies, assessment of Ms O'Brien's role, or any assessment more broadly as to the roles and tasks performed by others.

The Authority found that the dismissal was unjustified and that Mr Plunket, despite the denials, was impossibly conflicted as the decision-maker. The approach taken was predetermined and the predominant motivation for dismissal was other than for genuine commercial or business reasons.

In consideration of lost wages and special damages, the Authority declined to make any orders. In the prior Authority hearing, it was found that Ms O'Brien had not incurred any financial loss as she found alternative work and there was no basis for special damages being considered.

The Platform was ordered to pay Ms O'Brien $22,500 as compensation for hurt and humiliation relating to her unjustified dismissal claim. Costs were reserved.

O'Brien v The Platform Media NZ Ltd [[2025] NZERA 57; 04/02/25; R Anderson]

Employer makes unilateral changes to terms of employment

Mr Kan was employed as a marketing manager for Worldwide Holidays Ltd (Worldwide Holidays) from May 2017 until 31 December 2021. He claimed that Worldwide Holidays had not paid his contractual and statutory entitlements. He sought payment of wage arrears, holiday pay and penalties against Worldwide Holidays. The company denied Mr Kan's claims, arguing that it correctly paid all his contractual and statutory entitlements.

Mr Kan was employed by Worldwide Holidays on two separate occasions. The first employment engagement was between 2013 and 2016 and the second from 2017 until 2021. For the second employment engagement, Mr Kan was not provided with a written employment agreement. The terms of his employment were instead established through a verbal agreement. Mr Kan was to be paid a base salary of $65,000 plus a minimum bonus of $40,000.

In January 2020, the COVID-19 pandemic significantly disrupted the travel industry, forcing Worldwide Holidays to cancel many holiday bookings. As a result of the loss of income, the company implemented several cost-saving measures. Such measures were implemented by an agreed variation to each employee's individual employment agreement.

In April 2020, Worldwide Holidays reduced Mr Kan's salary payments by 20%. His salary remained at that level until October 2020, when Worldwide Holidays further reduced Mr Kan's pay to 50% of his contracted salary. Mr Kan did not receive bonus payments for the 2021 and 2022 financial years and ultimately resigned on 31 December 2021.

After resigning, Mr Kan agreed to transfer ownership and administration of the Worldwide Holidays WeChat account to Worldwide Holidays. In 2022, a dispute arose between Worldwide Holidays and a travel company affiliated with Mr Kan. As a result, Worldwide Holidays took legal action to enforce the transfer of ownership and administration of the Worldwide Holidays WeChat account from Mr Kan to Worldwide Holidays.

Although Mr Kan was employed by Worldwide Holidays under a verbal agreement, the terms of his bonus were set out in a WeChat conversation with Mr Yu, the managing director of Worldwide Holidays, on 18 July 2018. It stated that he would receive a guaranteed annual bonus of $40,000 if the basic salary remained unchanged. If the commission based on net profit exceeded that amount, he would receive 30% of the profit instead. The Authority accepted that bonuses were calculated that way, and if Mr Kan's business areas didn't make a profit during his employment, he was still entitled to the $40,000 bonus.

Mr Kan had no written employment agreement or written variations to the employment agreement, and the events lacked any written corroborative evidence. This made it difficult to assess whether Mr Kan had agreed to the reduction in salary and non-payment of bonuses, at the time those decisions were made. Although Mr Kan responded via WeChat to the first proposal to reduce his salary in April 2020, Mr Yu accepted that the 20% reduction was imposed on employees without consultation.

Mr Yu claimed that all employees, including Mr Kan, agreed to the second 50% reduction following a consultation. However, Mr Kan said he objected and did not agree to the reduction in salary. According

to his employment agreement, if the company did not make a profit, Mr Kan would still receive a $40,000 bonus. Worldwide Holidays did not pay him that amount in 2021 or 2022.

A deduction from wages could not be made without the written consent of the employee. Worldwide Holidays had not obtained written consent from Mr Kan to any deduction. Therefore, the reductions could only have been lawfully made by way of variations to Mr Kan's employment agreement, which also did not occur.

The Authority found Mr Kan's annual leave entitlements were correctly paid between October 2022 to December 2022, when he took leave.

Worldwide Holidays was ordered to make a payment, including interest, to Mr Kan of $8,000.57, for when his wages were unilaterally reduced to 20%. It was charged $49,843.30 for when his wages were unilaterally reduced to 50%. It also had to pay $40,000 for his 2021 bonus, $33,076.92 for his 2022 bonus, $4,627.56 holiday pay on the salary arrears and $5,846.15 holiday pay on the unpaid bonus arrears. Costs were reserved.

Kan v Worldwide Holidays Ltd [[2025] NZERA 51; 03/02/25; A Gane]

Genuine error leads to loss of parental leave payments

On 8 December 2023, Ms Cameron started part-time work as treasurer for the Waikato Rugby Club. After becoming pregnant, she applied for paid parental leave with the Inland Revenue Department (Inland Revenue) from 1 April 2024 to 29 September 2024. The leave was approved, and Ms Cameron started her parental leave on 1 April 2024, with her baby being born on 16 April 2024.

On the genuine belief that keeping in touch (KIT) days could be utilised within 28 days after the start of her parental leave, Ms Cameron worked for 8.4 hours between 2 May 2024 and 12 May 2024. The Parental Leave and Employment Protection Act 1987 (the Act) stated that KIT days cannot be carried out within 28 days of the birth of the child, meaning that Ms Cameron could not have carried out KIT work until 14 May 2024. When the Ministry of Business, Innovation and Employment (MBIE) became aware of the hours worked, it deemed her to have returned to work, cancelled her parental leave payments, and requested reimbursement of payments already made. Ms Cameron sought an appeal of MBIE's decision through the Employment Relations Authority (the Authority).

Ms Cameron did not dispute that she returned to work within 28 days of the birth of her baby. The Authority agreed with MBIE that the legislation had been applied correctly when MBIE ceased making parental leave payments and required reimbursement of the payments already made.

The Authority then turned to consider whether MBIE should have exercised its discretion to approve the making of a payment despite "irregularity" in a person's application for a parental leave payment. An assessment of whether MBIE should exercise its discretion involved having regard to the extent of the irregularity and whether the person was acting in good faith.

The Authority found that MBIE was not being asked to use its discretion for an irregularity of form. Instead, MBIE was being asked to use its discretion to change the end date of Ms Cameron's parental leave to another date not provided for by the Act. Therefore, MBIE's statutory discretion sat outside the scope of Ms Cameron's circumstances.

Ms Cameron submitted she acted in good faith and that her error was genuine in nature. She highlighted the loss of approximately $10,000 in parental leave payments and submitted the penalty was disproportionate and manifestly unjust.

The Authority found no evidence to suggest Ms Cameron had been provided with misleading information from either her employer or MBIE. A note was made of the online resources that explain what the KIT rules are, and that information was provided to Ms Cameron on the information sheet from Inland Revenue that accompanied her parental leave approval letter.

Ms Cameron emphasised the unfairness of MBIE's decision and that "where a parent acts against their own self-interest and have acted honestly, they should be afforded protection by the Authority".

Overall, the Authority highlighted that there was no intention on Ms Cameron's part to mislead. Regrettably, Ms Cameron misread the information she was provided. While it might seem unfair, any discretion the Authority had when reviewing MBIE's decision would have to have been exercised in a principled way. Although Ms Cameron's actions may have been the result of an honest mistake, the Authority was bound to follow the clear legislative requirements concerning KIT days and could not overlook them.

Ms Cameron's request for a review of MBIE's decision was unsuccessful.

In closing, the Authority observed that in consideration of the issue of overpayment recovery, MBIE was recommended to note Ms Cameron's genuine error and should seek additional information from Ms Cameron before making a decision. If the parties were not able to come to an agreement Ms Cameron could ask the Authority to make a determination. Costs were reserved.

Cameron v Ministry of Business, Innovation and Employment [[2025] NZERA 103; 21/02/25; H Van Druten]

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: Thirteen Bills

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

Public Works (Critical Infrastructure) Amendment Bill (13 June 2025)

Education and Training (Vocational Education and Training System) Amendment Bill (18 June 2025)

Credit Contracts and Consumer Finance Amendment Bill (23 June 2025)

Financial Service Providers (Registration and Dispute Resolution) Amendment Bill (23 June 2025)

Regulatory Standards Bill (23 June 2025)

Financial Markets Conduct Amendment Bill (23 June 2025)

Building and Construction (Small Stand-alone Dwellings) Amendment Bill (23 June 2025)

Ngāti Hāua Claims Settlement Bill (24 June 2025)

Judicature (Timeliness) Legislation Amendment Bill (25 June 2025)

Valuers Bill (27 June 2025)

Financial Markets (Conduct of Institutions) Amendment (Duty to Provide Financial Services) Amendment Bill (4 July 2025)

Public Finance Amendment Bill (7 July 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/

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
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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'.

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

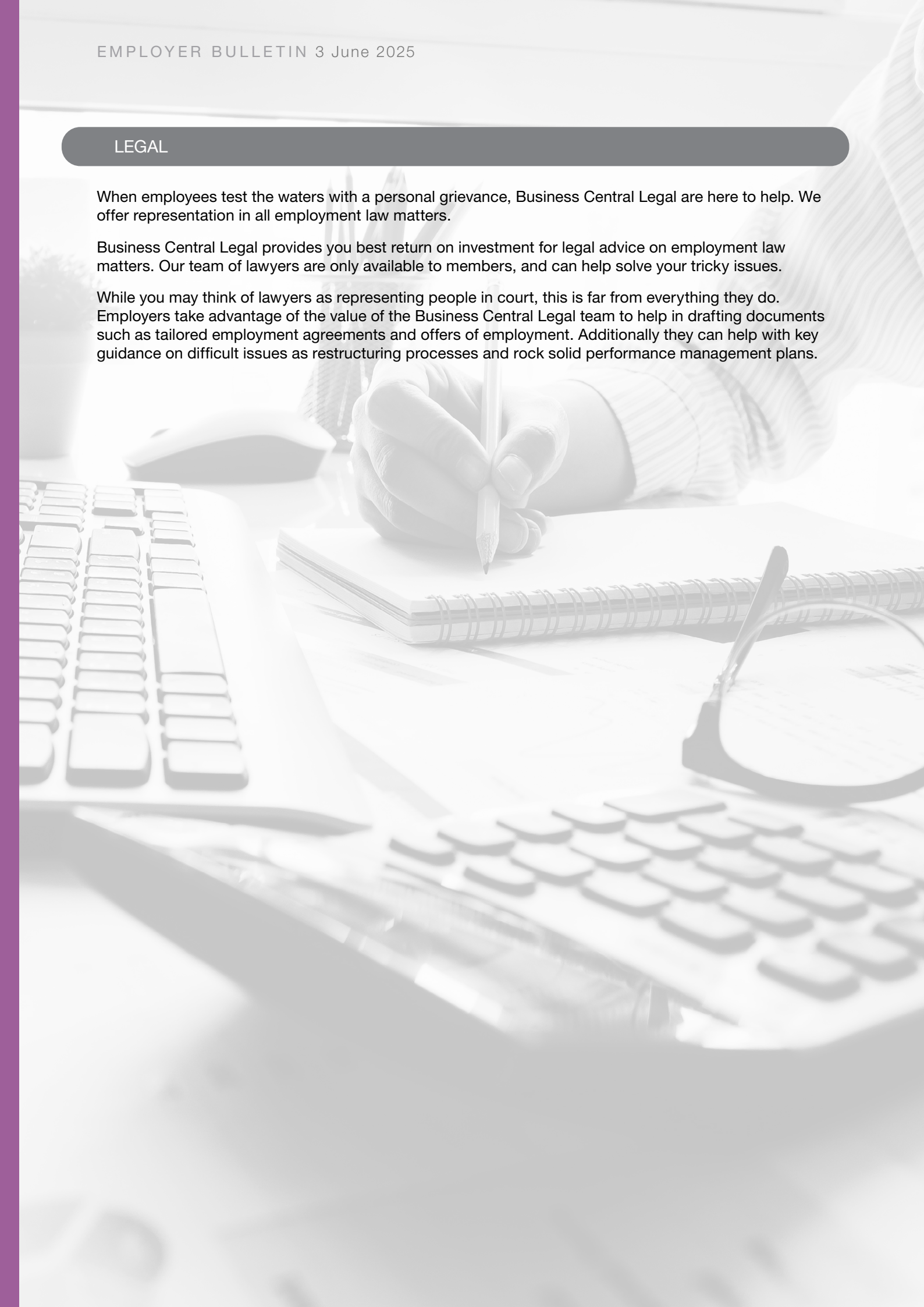
Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult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

LEGAL

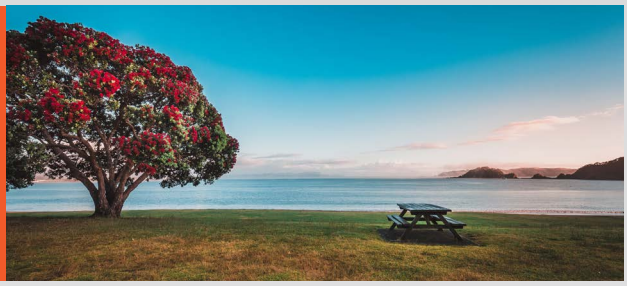
When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

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.