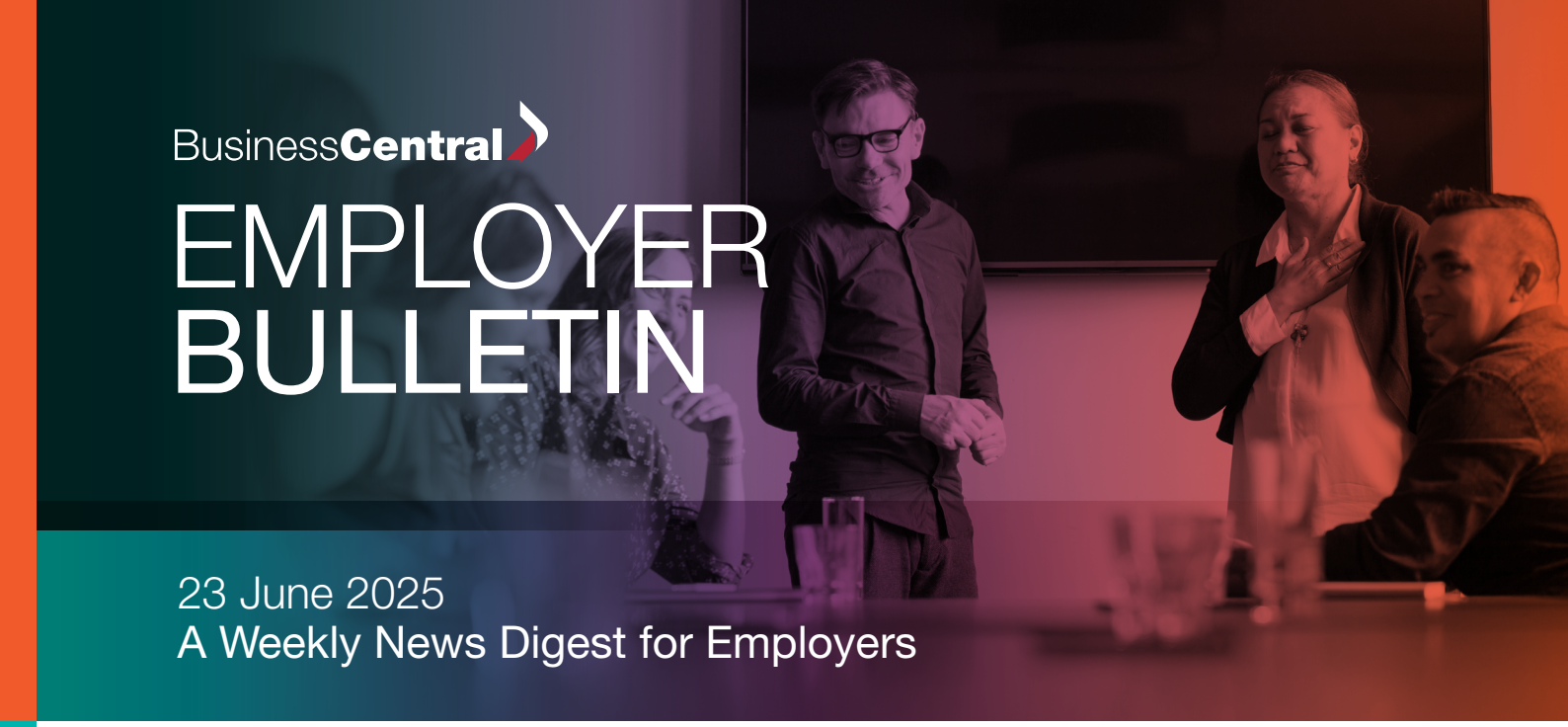

BusinessCentral

EMPLOYER BULLETIN

23 June 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Sharpened focus on quality economic, population stats

Statistics Minister Dr Shane Reti has announced a major new direction for Stats NZ, replacing the traditional paper-based census and increasing the frequency and quality of economic data to underpin the government's growth agenda.

From 2030, New Zealand will move away from a traditional nationwide census and adopt a new approach using administrative data, supported by a smaller annual survey and targeted data collection.

"This approach will save time and money while delivering more timely insights into New Zealand's population," says Dr Reti.

"Relying solely on a nationwide census day is no longer financially viable. In 2013, the census cost $104 million. In 2023, costs had risen astronomically to $325 million and the next was expected to come in at $400 million over five years.

"Despite the unsustainable and escalating costs, successive censuses have been beset with issues or failed to meet expectations.

"By leveraging data already collected by government agencies, we can produce key census statistics every year, better informing decisions that affect people's lives."

While administrative data will form the backbone of the new approach, surveys will continue to verify data quality and fill gaps. Stats NZ will work closely with communities to ensure smaller population groups are accurately represented.

The government will also invest $16.5 million to deliver a monthly Consumers Price Index (CPI) from 2027, bringing New Zealand into line with other advanced economies. This will provide more timely inflation data to help the government and Reserve Bank respond quickly to cost-of-living pressures.

To read further, please click here.

Going for growth with more overseas investment

Associate Finance Minister David Seymour welcomes the introduction of legislation to make it easier for New Zealand businesses to receive new investment, grow and pay higher wages.

The Overseas Investment (National Interest Test and Other Matters) Amendment Bill has been introduced to the House.

"New Zealand has been turning away opportunities for growth for too long," says Mr Seymour. "Having one of the most restrictive foreign investment regimes in the OECD means we've paid the price in lost opportunities, lower productivity, and stagnant wages. This Bill is about reversing that.

"In 2023, New Zealand's stock of foreign direct investment sat at just 39% of GDP, far below the OECD average of 52%. Investors are looking elsewhere, so we're showing them why New Zealand is the best place to bring their ideas and capital.

"International investment is critical to ensuring economic growth. It provides access to capital and technology that grows New Zealand businesses, enhances productivity, and supports high paying jobs.

"New Zealand's productivity growth has closely tracked the amount of capital that workers have had to work with.

To read further, please click here.

New Bill to boost labour market flexibility

Workplace Relations and Safety Minister Brooke van Velden says amendments to the Employment Relations Act will improve labour market flexibility and help businesses to grow, innovate, and employ with confidence and certainty.

"Today I'm announcing the introduction of the Employment Relations Amendment Bill to Parliament, marking a key milestone in this government's efforts to help New Zealand businesses employ or contract with confidence and create more and better opportunities for workers," says Ms van Velden.

The changes give effect to several ACT–National Coalition Agreement commitments, including to provide greater certainty for contracting parties.

"Workers and businesses should have more certainty about the type of work being done from the moment they agree to a contracting arrangement," says Ms van Velden.

"The new gateway test introduced in this Bill will provide greater clarity for businesses and workers around the distinction between employment and contracting arrangements. This will provide greater certainty for all parties and will allow more innovative business models.

The Bill will also make changes to simplify the personal grievances process including two significant changes.

"The amendment to personal grievances will reduce rewards for bad behaviour and reduce costs for businesses in the process," says Ms van Velden.

"Under current law, if a personal grievance is established the Employment Relations Authority or Employment Court may award remedies including reinstatement into a role, and compensation for hurt and humiliation.

To read further, please click here.

Food prices increase 4.4% annually

Food prices increased 4.4% in the 12 months to May 2025, following a 3.7% increase in the 12 months to April 2025, according to figures released by Stats NZ.

Higher prices for the grocery food group and the meat, poultry, and fish group contributed most to the annual increase in food prices, up 5.2% and 5.4%, respectively.

"All five food groups recorded an annual price increase in May," prices and deflators spokesperson Nicola Growden said.

The price increase for the grocery food group was due to higher prices for milk, butter, and cheese.

The average price for:

- Milk was $4.57 per 2 litres, up 15.1% annually.
- Butter was $8.42 per 500 grams, up 51.2% annually.
- Cheese was $13.04 per 1 kilogram block, up 30.1% annually.

"The cost of a 500-gram block of butter is nearly twice as expensive as the lower prices seen in early 2024," says Ms Growden.

To read further, please click here.

Increases to paid parental leave rates to help families

New parents can expect more support to take time away from work to care for their children from 1 July, with an increase to the maximum weekly rate of paid parental leave, up from $754.87 to $788.66 per week, Workplace Relations and Safety Minister Brooke van Velden has announced.

"It is important to me that families receive the support they need to give their child the best start in life, and having those first weeks together is critical," says Ms van Velden.

The minimum parental leave payment rate for self-employed parents will increase this year from $231.50 to $235 gross per week to reflect the minimum wage increase on 1 April this year.

Eligible parents can receive payments for up to 26 weeks.

"Congratulations to all the new parents starting an exciting chapter of their lives," says Ms van Velden.

"This will look different for different families, so whether you have just given birth, adopted, or had a child born through surrogacy, the scheme is there to support you and your family."

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Authority orders employee to make hefty repayment of stolen funds

Ms Adlam commenced employment in 2003 with WVS, a real estate and property management business. As of 27 August 2020, when her employment ended, Ms Adlam was the property management administrator. WVS contended that Ms Adlam misappropriated funds over several years, which breached the contractual obligations contained in her individual employment agreement. WVS lodged proceedings with the Employment Relations Authority (the Authority). Ms Adlam did not substantively respond to the claims, nor did she meaningfully engage with the Authority's investigation.

In August 2020, WVS became aware that bond payments were not being sent to the bond centre. A pattern was starting to form and enquiries escalated when Ms Adlam deleted a bond email from a property manager's email account to cover her actions without realising the property manager had already seen the email.

On 21 August 2020, WVS held a meeting with Ms Adlam. During the meeting, she admitted that she had stolen the funds. In a further meeting three days later, she went into details of how it was done, including setting up a ghost account and amending documents. Ms Adlam consequently had her employment terminated on 27 August and she agreed to have her holiday pay deducted from the misappropriated funds she owed back to WVS.

Following a thorough audit involving the Ministry of Business, Innovation and Employment (MBIE), financial experts and WVS' bank, the total amount of misappropriated funds was thought to be $881,240.96. Following the holiday pay deductions, the final amount was $869,112.

The Authority found that the losses claimed were proven and were attributable to the unauthorised misappropriation of funds by Ms Adlam for her personal use.

The Authority observed that Ms Adlam had ample opportunity to contest the evidence presented by WVS and had not done so. Ms Adlam had not lodged a statement in reply, she had not attended the investigation meeting or provided evidence, and she had not otherwise contested any of the evidence provided by WVS, including as to sums claimed by WVS that were said to have been misappropriated by Ms Adlam.

WVS submitted that Ms Adlam breached the terms of her employment agreement, along with her duty of good faith. The terms of her employment agreement required her to act in good faith, exercise due care and diligence in performing her duties, and avoid making commitments or incurring liabilities on behalf of the company without proper consent. She was also expected to actively promote the interests of the company and refrain from doing anything that could harm its goodwill or reputation.

The Authority found that, in each case, Ms Adlam breached those obligations by fraudulently and deceptively misappropriating WVS' money, and money held in trust by WVS, for her own use.

The Authority also found that Ms Adlam's actions fundamentally breached her duty of good faith and an implied term to act with honesty and integrity in relation to WVS' assets and property, including obligations to deal with WVS' money faithfully, to act in good faith, and not to appropriate WVS' money for her personal use.

The Authority concluded that the uncontested evidence established that Ms Adlam's actions were in breach of her employment agreement and that the losses suffered by WVS were directly attributable to Ms Adlam's breach of contract.

In finding in favour of WVS. the Authority ordered that the damages of $869,112 be paid by Ms Adlam along with interest. Costs were reserved.

WVS v Adlam [[2025] NZERA 122; 28/02/25; R Anderson]

Application to cancel record of settlement rejected

Mr Jaques was employed as a solicitor by Aurora Law Ltd (Aurora) in November 2016 and gave notice of his resignation in September 2017. He then raised a personal grievance, alleging constructive dismissal. The Employment Relations Authority (the Authority) considered his application to cancel the record of settlement he entered into with Aurora based on the Contract and Commercial Law Act 2017.

The settlement emerged out of mediation between Mr Jaques and Aurora in November 2017. One of the settlement terms required Aurora to enter a deed of assignment of debt (the deed) with Mr Jaques in respect of all invoices generated for a particular client, IBSC.

During his employment, Mr Jaques had an arrangement with Aurora and his business, Digital Signs. Digital Signs provided Aurora with business advisory services and invoiced Aurora for said services.

Mr Jaques rendered invoices to clients at regular intervals. Once an invoice was rendered, Aurora became liable for associated income tax and GST. Hence, it was important that invoices were sent to clients for payment as soon as possible after being rendered.

Mr Jaques was also paid a bonus when fees he billed to clients tipped over a certain threshold. That was paid when the relevant fees were recovered, a further reason for invoices to be sent quickly to clients.

Mr Jaques entered a different arrangement with IBSC. IBSC needed help with recovering debts, and the arrangement was that IBSC would only pay filing fees, with Aurora's fees payable upon the court's judgement. Aurora's director, Ms Rusk, was not aware of that arrangement. Mr Jaques claimed that he did not recall Aurora's method of interim billing. However, evidence showed that he caused Aurora to issue several invoices on IBSC files, while directing that those invoices were not to be sent. Aurora believed that Mr Jaques did that to achieve a higher bonus payment.

Following Mr Jaques' resignation, IBSC decided it would keep its files with him when he moved to another law firm. Aurora requested that IBSC pay the invoices that were owed before the transfer could occur. IBSC objected, as it had never received any invoices. Aurora agreed to write off the invoices and IBSC informed Mr Jaques about the agreement.

Mr Jaques then joined another law firm. IBSC changed representation to this new firm, and Mr Jaques issued invoices on the debt through that firm. The settlement identified an aggregate value of $43,292.20 in the deed. Mr Jaques recovered $38,395.48, as IBSC disputed one of the invoices and it was settled for a lesser amount. Therefore, there was a shortfall of only $4,896.72.

In September 2022, Mr Jaques alleged that Aurora had breached the settlement. He claimed that, at the time it was being signed, Aurora misled him into believing the invoices were still valid and he suffered a shortfall in recovery of the invoices. He sought cancellation of the settlement based on the Contract and Commercial Law Act, allowing for the granting of relief from mistakes.

However, the Authority was not satisfied that there was a qualifying mistake for which relief should be granted. First, Mr Jaques was aware that Aurora had written off the invoices prior to signing the settlement. The Authority said that Mr Jaques was arguably careless for not clarifying whether the invoices had been reinstated, after becoming aware they had been written off. Second, the deed assigned the interest in Aurora's invoices to IBSC to Mr Jaques, which is what he received. Any mistaken understanding by Mr Jaques did not affect the essential nature of the contract.

There was also no evidence that Aurora knew of the mistake. Ms Rusk was of the understanding that IBSC had informed Mr Jaques that the invoices were written off, reinforced by the fact that Mr Jaques sought to recover the debt through his new firm. The Authority noted that even if there was a mistake, it did not result in any substantially unfair outcome, as Mr Jaques was largely successful in relying on the settlement to recover the debt.

Therefore, Mr Jaques' application to cancel the settlement was unsuccessful. Costs were reserved.

Jaques v Aurora Law Ltd [[2025] NZERA 15; 16/01/25; S Blick]

Failure to consult results in unjustified disadvantage

Airtech NZ Ltd (Airtech) and Mr Poole both applied to the Employment Relations Authority (the Authority) seeking an order on their dispute.

Airtech alleged that Mr Poole breached his employment agreement, duty of good faith and duty of fidelity when he attempted to use one of its documents for the benefit of his new employer. It also alleged Mr Poole breached his health and safety obligations when he did not report issues about workload and mental health when he was still working at Airtech. Airtech sought a permanent injunction preventing Mr Poole from using any Airtech intellectual property and confidential information. It also asked for penalties for Mr Poole's breaches of good faith and the employment agreement.

On the contrary, Mr Poole claimed that Airtech unjustifiably disadvantaged him by refusing to notify him of its concerns prior to the meeting regarding the alleged breaches, subsequently suspending him, and not giving him enough time to be legally represented at the meeting.

Mr Poole resigned from his role as contracts manager on 15 December 2023. During his time at Airtech, he had been involved in a project about software systems, and particularly their application to the contracts division. While employed by Airtech, Mr Poole created a document titled "Christmas". Airtech viewed the document as intellectual property which contained confidential information. Mr Poole accepted that he intended to use the "Christmas" document for the benefit of his new employer. However, he was unable to proceed with his intentions as Airtech intercepted his email containing the document and subsequently raised its concerns with him in a meeting. He explained that he had used his personal email while working remotely as a workaround and confirmed that he had deleted Airtech's documents and had not shared any of them with his new employer.

Regarding Airtech's claim for a permanent injunction, the Authority agreed with Airtech that Mr Poole's actions breached his duty of good faith because the document belonged to Airtech. However, Mr Poole was unsuccessful in actually using the document for his new employer. There was little prospect, if any, that Mr Poole could now attempt and succeed in using the document as his employment had since ended and he now had no access to Airtech information. A permanent injunction was therefore not warranted.

To award a penalty under the Employment Relations Act 2000 (the Act), the Authority had to establish that Mr Poole's failure to comply with the duty of good faith was "deliberate, serious, and sustained", or intended to undermine an agreement or relationship. The Authority did not accept that the evidence met that threshold. The Authority also did not view an attempt to use the document as constituting a breach of the duty of fidelity that was sufficient to warrant a penalty for breaching the employment agreement.

In relation to Airtech's claims about Mr Poole failing to raise concerns about his workload and mental health, the Authority said Mr Poole's obligations had to be considered in context and, in the circumstances, it found that Mr Poole had not breached his obligations.

Mr Poole alleged that Airtech unjustifiably disadvantaged him on 21 December 2023 when the managing director called him and told him to attend a meeting at 8am the next day about something "serious" and advised him to "bring a lawyer". At the end of the meeting, Airtech told Mr Poole to go home. Airtech described the meeting as a preliminary explanation meeting after which Airtech could consider and advise him of the next steps, which occurred later that day in a letter inviting him to a further meeting.

The Authority appreciated the calls were stressful for Mr Poole, but it did not think it was unfair or unreasonable in the circumstances when the matter was urgent, or where Airtech proposed following up with a thorough disciplinary process. Mr Poole was not found to have experienced unjustified disadvantage for that issue.

However, the Authority established that Airtech suspended Mr Poole without consulting him prior. Failing to do so was inconsistent with the duty of good faith and unjustifiably disadvantaged Mr Poole. His sudden and premature departure from the workplace because of his suspension tarnished the end of Mr Poole's time with Airtech. The Authority awarded Mr Poole $7,000 as a remedy for his unjustified disadvantage claim.

Airtech NZ Ltd v Poole [[2025] NZERA 98; 20/02/2025; L Vincent]

Abrupt sending away leads to inevitable unjustified dismissal

Mr Olive was employed by McLean Angling Ltd (McLean) in a customer service and dispatch role, which included fabrication work. He claimed that his employment ended on 28 June 2023 when, after raising some concerns, the company's sole director and shareholder, Mr Patterson, told him to leave the workplace immediately. He was then paid his final pay and holiday pay. Mr Olive brought a claim to the Employment Relations Authority (the Authority) alleging he had been unjustifiably disadvantaged and dismissed by McLean.

On 27 June 2023, Mr Patterson met with Mr Olive to address concerns related to a recent order. In response, Mr Olive explained that frequent interruptions from his manager were making his work difficult. They agreed to continue the discussion the next day.

On 28 June 2024, the parties met again. Mr Olive raised concerns about his manager's behaviour, specifically mentioning that he had been subjected to backside slaps, which he considered to be sexual assault. Mr Patterson then brought up concerns that Mr Olive had been complaining to other staff about his wages. Mr Olive denied that, clarifying that his complaints were about his manager's conduct. Following their brief exchange, Mr Patterson went to speak with other staff members about the issues raised after the meeting.

The manager concerned was deeply upset at the allegations and acknowledged that, whilst backside slaps did take place, they described them as light-hearted and not intended to be of a sexual nature. Other staff had similar stories and at least one person said he was aware that Mr Olive had asked his manager to stop the backside slaps. Some staff also confirmed that Mr Olive had been complaining about his wages.

Mr Patterson and Mr Olive reconvened later that day. Mr Patterson told Mr Olive that he considered the backside slaps as a form of banter and that, for a time, Mr Olive had been party to these. He further expressed concern over Mr Olive's complaints about his wages to other staff. The meeting concluded with Mr Patterson asking Mr Olive to leave the premises and he subsequently received his final pay. On 29 June 2024, Mr Patterson wrote a letter to Mr Olive that alongside setting out various allegations, stated that McLean's processing of the final payment was a mistake.

The Authority considered that Mr Olive was dismissed on 28 June 2024. A key supporting fact was that the accounts person had joined the reconvened meeting and, after that meeting, processed a final payout to Mr Olive. Although Mr Patterson submitted that Mr Olive's final payment was made erroneously, the Authority did not find his explanation plausible. Evidence from Mr Olive's manager and a text message from one of his colleagues clearly demonstrated they believed, through their interactions with Mr Patterson, that he had terminated Mr Olive's employment.

The Authority considered the 29 June 2024 letter to be a retrospective attempt to rectify a flawed discipline process. That might have passed muster, however, the letter did not seek feedback and stated that the investigation had been concluded.

The Authority was heavily critical of the investigation process undertaken by McLean. The witness statements were not shared with Mr Olive for his feedback, and the concerns he had raised about his manager only received superficial consideration. While there was evidence to suggest Mr Olive had complained to other staff about his wages, that alone was weak grounds to support a decision to terminate employment.

Whilst McLean sought to paint Mr Olive's concerns about backside slapping as malicious, the evidence showed that McLean was aware of the behaviour taking place at work, and at least one of Mr Olive's colleagues confirmed that he had asked his manager to cease the practice.

The Authority found the decision to terminate Mr Olive's employment was both substantively and procedurally flawed. The issues raised as an unjustified disadvantage claim by Mr Olive largely covered the same ground as the unjustified dismissal claim, so the remedies were globalised. McLean was ordered to pay Mr Olive compensation of $20,000 and lost wages of $9,400. Costs were reserved.

Olive v McLean Angling Ltd [[2025] NZERA 126; 03/03/25; A Baker]

Marital issues spill into employment relationship

Beagle Consultancy Ltd (Beagle) provided building consultancy services. Dr Wakeling was the sole director and shareholder for the company. Ms Bates claimed that she was an employee of Beagle and had been unjustifiably dismissed. In response, Beagle claimed that Ms Bates was not an employee and that the matter was rather a dispute over relationship property, and therefore the Employment Relations Authority (the Authority) had no jurisdiction over the issue.

Dr Wakeling and Ms Bates were married from 1989 until their separation in January 2023. On 1 June 2023, Dr Wakeling and Ms Bates entered into a separation agreement. That included an individual employment agreement (IEA), which established Ms Bates to be employed as an accounts manager working on a part-time basis from June 2023 until June 2025. The reason for the fixed term was that it would be a mechanism to facilitate the transfer of the company to Dr Wakeling.

Over the year, the working relationship between the two parties became strained to the point where they only communicated over email. Issues came to a head in early 2024 when Ms Bates asked Dr Wakeling for details of his personal expenses to complete a tax return for Beagle. Ms Bates claimed that she needed the information to do her job, whereas Dr Wakeling thought it was unnecessary.

On 21 February 2024, Dr Wakeling raised the possibility of terminating Ms Bates based on the employment relationship breaking down. In March 2024, Ms Bates' advocate exchanged emails with Dr Wakeling. The advocate claimed Dr Wakeling had breached his employment agreement in a variety of ways. Dr Wakeling refuted those allegations. In the early hours of 25 March 2024, Dr Wakeling sent Ms Bates an email terminating her employment.

The Authority needed to first determine the nature of Ms Bates' employment. In prior case law, the Authority defined an employee as being someone who "enables the employer's interests to be met". Whereas an independent contractor was an "entrepreneur, providing their labour to others in pursuit of gains for their own entrepreneurial enterprise".

The Authority determined that Ms Bates was an employee of Beagle. The parties had a clear intention for an employment relationship. They had drawn up an employment agreement and had, at various times, sought to hold each other to account over its clauses. Ms Bates was under the control of Beagle and had tax withdrawn from her wages. While Beagle submitted Ms Bates could come and go as she pleased and had set her own location of work, the Authority observed that Beagle had agreed to those terms. Had the parties wanted to establish a contracting arrangement, they could have done so. Beagle also had a high degree of control over the work that Ms Bates undertook and while it had concerns about how she discharged some of the work, it was within its ability to address such matters.

The Authority rejected Beagle's argument that the matter regarded a property relationship dispute. Rather, the issues arose out of an employment relationship, so the Authority had jurisdiction on the matter.

The Authority then turned to whether Beagle acted as a fair and reasonable employer in justifying Ms Bates' dismissal. Ms Bates claimed that she had been made redundant, noting that, post-employment, Dr Wakeling cited the financial difficulties that Beagle was facing. Beagle responded by claiming that Ms Bates had not indicated she would only communicate over email prior to the employment commencing. It also raised performance and discipline concerns and had given several warnings to Ms Bates about possible termination.

Ultimately, the Authority found that Ms Bates had been unjustifiably dismissed. While it was clear that Beagle had raised concerns with Ms Bates, there was no invitation or opportunity to hear Ms Bates' side of the story other than expressing with her a desire for things to "change" but failing to provide specificity on what such change meant. While Beagle had warned Ms Bates about the possibility of termination, that alone was considered inadequate.

The Authority concluded that both parties found working with each other more challenging than they had envisaged when they entered the employment relationship, and Dr Wakeling decided to give Ms Bates notice of termination to end those challenges.

The Authority found no evidence to support the claim that the employment ended for the reason of redundancy. Rather, the likely reasons were the breakdown in their personal relationship, communication, and differences in opinion.

The Authority made an award of $15,000 to Ms Bates and reduced that by 5% in recognition that she could have done more to resolve the tax issue by being more responsive and communicative in line with good faith obligations. It declined a claim of $11,845 for special damages relating to legal costs from Ms Bates. While invoices were supplied, it was difficult to draw a link between the costs incurred and the dismissal.

As a result, Beagle was ordered to pay Ms Bates $32,500 in lost wages and $14,250 in compensation for hurt and humiliation. Costs were reserved.

Bates v Beagle Consultancy Ltd [[2025] NZERA 133; 05/03/25; 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: Eleven Bills

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)

Inquiry into Ports and the Maritime Sector (13 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
or for further information, call the AdviceLine on 0800 800 362

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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.

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

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

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

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

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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.

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

EMPLOYMENT RELATIONS CONSULTANTS

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

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

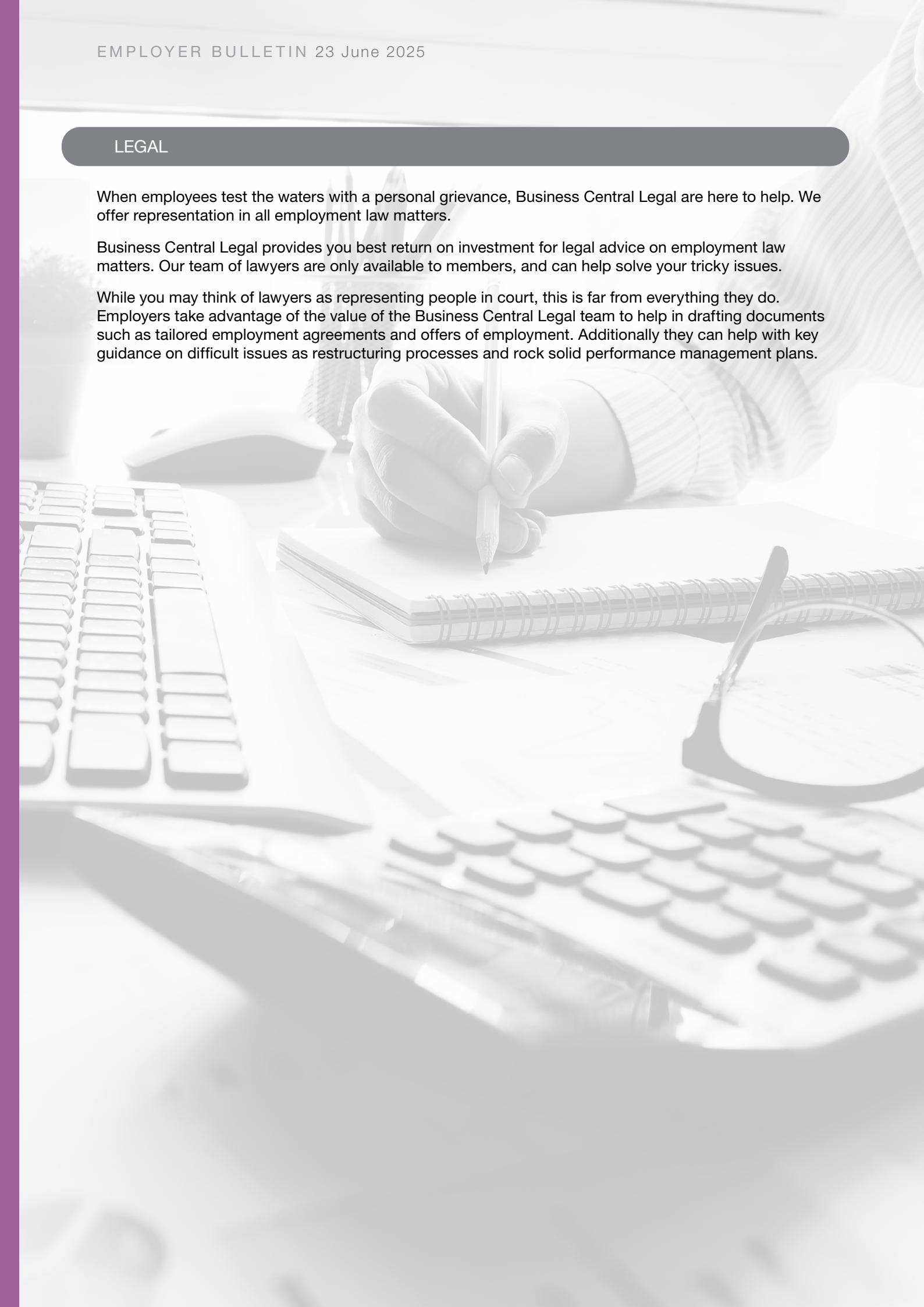
Our Consultants have a wide range of experience and are prepared to help. Whether you need to update your agreements or policies, or embark on performance management, they have the experience to make a difference. There are so many areas they can help; it may be union issues and managing a difficult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

LEGAL

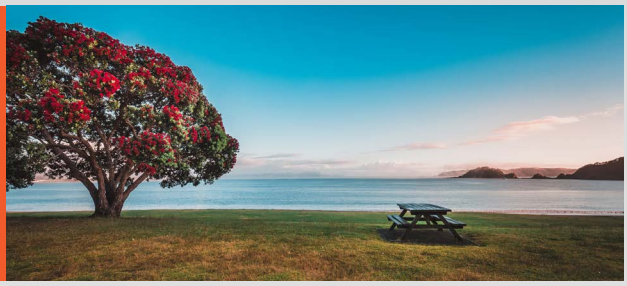
When employees test the waters with a personal grievance, Business Central Legal are here to help. We offer representation in all employment law matters.

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

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



A QUICK GUIDE TO HOLIDAY PAY PRACTICES IN NEW ZEALAND



NATIONAL PUBLIC HOLIDAYS 2025

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

PUBLIC HOLIDAYS

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

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

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

OTHERWISE WORKING DAY

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

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

- The employee's employment agreement;
- The employee's work patterns;
- Any other relevant factors, including:
    - whether the employee works for the employer only when work is available;
    - the employer's rosters or other similar systems;
    - the reasonable expectations of the employer and the employee that the employee would work on the day concerned;
- Whether, but for the day being a public holiday, the employee would have worked on the day

concerned.

CHRISTMAS/NEW YEAR CLOSEDOWN AND PUBLIC HOLIDAYS

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

ANNUAL HOLIDAYS, PUBLIC HOLIDAYS, TERMINATION OF EMPLOYMENT

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

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

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

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

PUBLIC HOLIDAY TRANSFER

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

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

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

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

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