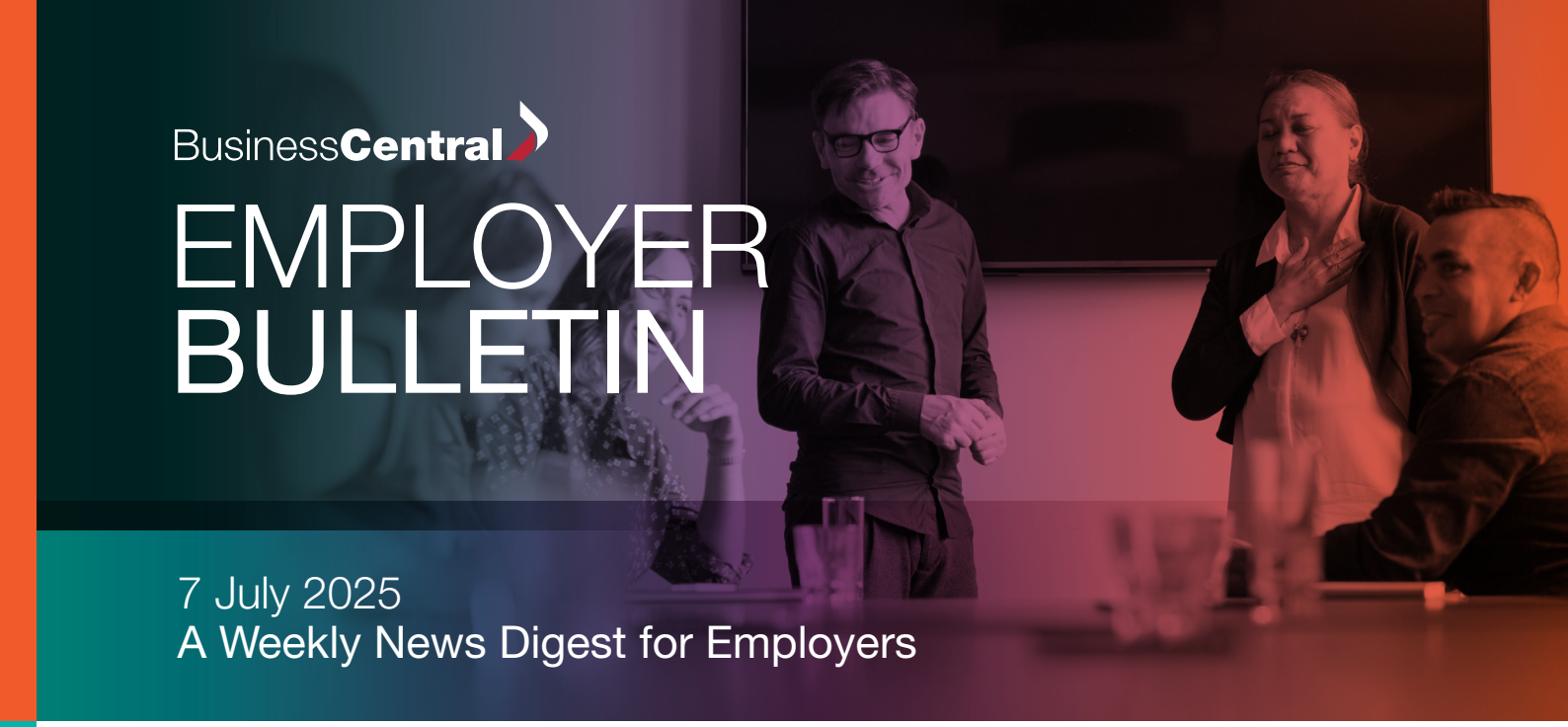

BusinessCentral

EMPLOYER BULLETIN

7 July 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Support for flood affected farmers and growers

The government has classified the flooding across the Nelson, Tasman, and Marlborough regions as a medium-scale adverse event unlocking extra support for flood-affected farmers and growers Agriculture Minister Todd McClay, and Rural Communities Minister Mark Patterson say.

"The government is making up to $100,000 available to support and coordinate recovery efforts, including up to $20,000 for the Top of the South Rural Support Trust," Mr McClay says. More funding will be made available to other organisations that work with farmers and growers on-the-ground.

"Today's classification unlocks further support for farmers and growers, including tax relief. It also enables MSD to consider Rural Assistance Payments and activating Enhanced Taskforce Green," Mr McClay says.

Mr Patterson is encouraging flood-affected farmers and growers to seek support if they need it and to monitor the weather forecast.

"The government, via Ministry for Primary Industries (MPI) On Farm Support, will continue to work closely with sector groups and the Rural Support Trust to determine where the need is and how the funding will be allocated," Mr Patterson says.

To read further, please click here.

New research organisations established on 1 July

Science, Innovation and Technology Minister Dr Shane Reti says New Zealand's science and innovation sector hits a major milestone with the launch of three new science organisations designed to unlock innovation, drive economic growth, and improve the lives of hardworking Kiwis.

"From today, six Crown Research Institutes will merge to form two new entities – the Bioeconomy Science Institute and the Earth Science Institute," says Dr Reti. "Meanwhile, ESR will refocus its mission to become the Public Health and Forensic Science Institute.

"These changes are about sharpening our focus and lifting performance."

The new institutes will remain Crown companies, but with a renewed mandate to deliver economic benefits for New Zealand.

To read further, please click here.

City and Regional Deals to unlock growth

The government has laid out its expectations for City and Regional Deals (CRDs) as long-term partnerships that will increase economic growth, create jobs, and boost productivity for New Zealanders, Infrastructure Minister Chris Bishop and Local Government Minister Simon Watts says.

To start, the government intends to negotiate deals with Auckland, Otago/Central Lakes and Western Bay of Plenty.

"City and Regional Deals will be strategic 10-year partnerships between local and central government to progress joint priorities including economic growth, abundant housing, better utilisation of assets, and closing the infrastructure deficit," Mr Bishop says.

"We expect that councils unlock housing growth and for regions to explore demand management tools such as time-of-use charging.

"We are eager that regions commit to exploring new and existing tools, including, but not limited to, targeted rates, IFF Act levies, development levies, asset recycling, and becoming attractive destinations for international investment opportunities."

Mr Watts says the government also expects regions to comprehensively adopt priority central government reform, including Local Water Done Well, Going for Housing Growth, Resource Management Act and transport governance reform for Auckland.

To read further, please click here.

Annual number of home consents down 3.8%

There were 33,530 new homes consented in Aotearoa New Zealand in the year ended May 2025, down 3.8% compared with the year ended May 2024, according to figures released by Stats NZ.

"The record for the annual number of new homes consented was 51,015 in the year ended May 2022, says economic indicators spokesperson Michelle Feyen.

"While consent numbers fell sharply after that peak, they have levelled out over the past year."

In the year ended May 2025, there were 17,852 multi-unit homes consented, down 8.6% compared with the year ended May 2024. There were 15,678 stand-alone houses consented, up 2.4% over the same period.

To read further, please click here.

Employment indicators: May 2025

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

The seasonally adjusted filled jobs for the May 2025 month (compared with the April 2025 month) went up 0.1% overall (1,689 jobs) to 2.35 million filled jobs. This went down by 34,237 jobs (1.4%) compared with May 2024. Primary industries went up by 0.4% (439 jobs) and service industries went up by 0.1%

(1,990 jobs), while goods-producing industries went down 0.2% (787 jobs).

Compared with May 2024, the largest changes across industries were all downswings. Construction reduced by 6.2% (12,723 jobs) and administrative and support services reduced by 5.6% (6,126 jobs). Many major regions generally experienced shrinkage.

In May 2025 compared with May 2024, the number of filled jobs fell by 2.1% for men and 1.2% for women. The filled jobs for the younger end of the workforce up to age 34 dropped.

On an accrual basis, the total gross earnings rose $116 million (0.7%) compared with May 2024. The total gross earnings for the May 2025 month were $15.9 billion.

To read further, please click here.

Increased accountability for Jobseeker Support

People getting Jobseeker Support will now need to reapply every 26 weeks (six months), instead of just once a year, Social Development and Employment Minister Louise Upston says.

"This previously signalled change increases accountability, while also improving opportunities for jobseekers," Ms Upston says. "It gives MSD another opportunity to assess people's eligibility and make sure they understand what they need to do to stay on track with their obligations while receiving a benefit."

Changes have also been made to the reapplication process to make it easier without needing an appointment.

To read further, please click here.

Protecting retailers from shoplifting

The government is making it easier for police to punish shoplifters and is introducing stronger penalties for low-level theft, Justice Minister Paul Goldsmith and Associate Justice Minister Nicole McKee say.

"Currently, the administrative burden can deter retailers from making official complaints, and lower-level offending often goes unreported or unpunished," Mr Goldsmith says.

The proposed changes include introducing infringement fees for shoplifting in retail premises, strengthening the penalties for theft, and creating a new aggravated theft offence for when the value of the goods is under $2,000 and the theft is carried out in a manner that is offensive, threatening, insulting, or disorderly.

To read further, please click here.

Market sounding on toll road concessions to begin

Market soundings will begin next week as the next step in exploring how toll concessions could help fund, build and operate important road infrastructure, says Infrastructure and Transport Minister Chris Bishop.

"New Zealand currently has three toll roads in various stages of construction or planning. The government has also set expectations in the Government Policy Statement on Land Transport 2024 that other roads are considered for tolling in future, including all future Roads of National Significance.

"Next week, my officials will begin market sounding discussions with toll road investors, operators and financiers to test opportunities for private firms to operate and maintain toll roads through concessions. The officials will meet with a cross-section of market participants – from international toll road operators to domestic and international investors and iwi.

"Officials will also seek to understand the extent to which concessions could support private investment and involvement in delivering other future projects beyond the immediate RoNS programme, including an alternative Waitematā Harbour crossing."

To read further, please click here.

Economic snapshot: March 2025 quarter

Our economic snapshot summarises important economic statistics for the March 2025 quarter. It uses statistics drawn from key Stats NZ datasets to provide insights into New Zealand's overall economic performance.

The economy grew in the March 2025 quarter, but contracted over the year.

New Zealand's gross domestic product (GDP) rose 0.8 percent in the March 2025 quarter, following a 0.5 percent increase in the December 2024 quarter. GDP fell 1.1 percent over the year ended March 2025, compared with the year ended March 2024.

"1 percent falls in both the June and September 2024 quarters led to an overall fall in the 12 months to March 2025," general manager and macroeconomic spokesperson Jason Attewell said.

Quarterly growth was 0.9 percent and annual growth was 3.5 percent. Both wages and business prices outpaced consumer inflation.

The consumer price index increased 2.5 percent in the 12 months to the March 2025 quarter, within the Reserve Bank of New Zealand's target band of 1 to 3 percent. In the same period, all salary and wage rates (including overtime) increased 2.9 percent. Business input and output prices all also rose.

"Since the June 2024 quarter, business input and output prices have increased at a higher rate than consumer prices, reflecting inflationary pressures impacting businesses and households at different times," Attewell said.

Construction activity was up after four quarters of decline, 0.5 percent in the March 2025 quarter. The current account deficit narrowed to $5.5 billion in the March 2025 quarter, compared with $5.6 billion in the December 2024 quarter. Unemployment was unchanged at 5.1 percent.

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Pushing through rostering changes leads to unjustified dismissal

Mr George was employed by Community Living Ltd (Community Living) as a specialist support worker. He worked in two specific residential locations referred to as Crosby and Galloway. Mr George raised a claim with the Employment Relations Authority (the Authority) alleging Community Living unjustifiably disadvantaged and dismissed him after the company attempted to alter his rostered shifts. He sought compensation for hurt and humiliation and lost wages as well as other costs.

In April 2023, the upcoming closure of the Crosby site meant rosters needed to be amended. At that time, Mr George had an established pattern of work between the two locations for six months, which fit well with his family commitments. Over the following months, Community Living was not able to come to an agreement with Mr George about the changes due to a combination of Mr George's unavailability and an injury he sustained. Mr George was keen to continue his Galloway shifts and was prepared to forgo other work, even though that would reduce his contracted hours. Community Living declined his request. It had concerns about staff forming too-close relationships with clients. It did not, however, convey that to Mr George.

Mr George raised his concerns on 20 October 2023, advising he could not undertake the work and questioned whether the changes were mandatory. Ultimately, he was given a new roster on 7 November 2023. Community Living then raised a disciplinary issue with Mr George and dismissed him on 1 December 2023. Community Living alleged that he failed to follow lawful and reasonable instructions relating to his unwillingness to work to the new roster, and going home for lunch when directed to go to a work location.

While it was true Community Living needed to make rostering changes, Mr George had been disadvantaged. Mr George's feedback had not been given fair consideration, nor had he received an explanation of the problem with him retaining his Galloway shifts.

The Authority found Community Living was justified in raising the concern it held about Mr George returning home for lunch instead of attending his shift right away. If Mr George was unhappy at the direction, he should have stated as much at the time. However, his behaviour in itself would not justify a dismissal outcome. Clearly, the more substantive reason for the dismissal was Mr George's refusal to be bound by the new roster. The Authority found that Community Living had not acted fairly. Further, it was clear from his correspondence of 20 October that Mr George did not understand the changes were mandatory.

The Authority observed that the ambiguous wording of the collective agreement led to differing views. Mr George believed that any roster changes had to be agreed to, whereas Community Living considered there only needed to be agreement around any changes to work hours, and that it could oblige staff to accept rostering changes. The mandatory nature of rostering changes, and the consequences of refusing to undertake these, were only made known to Mr George when he received the letter terminating his employment.

Other factors were in play that contributed towards the decision to end Mr George's employment. Those included alleged incidents of "no shows" for work and absences due to injury and illness. Those matters had not been raised with Mr George, so he was not given a fair opportunity to provide a response.

The Authority was critical of Community Living for failing to consider options other than termination. Mediation had been raised by Community Living in September 2023 but not further considered. The Authority was of the view that, given the length of time of trying to resolve the roster, it had closed its mind to alternatives to termination.

Mr George was found to have been unjustifiably dismissed. Community Living did not sufficiently investigate the rostering allegation such that it could be reasonably satisfied the allegation was substantiated. It also failed to properly raise its concerns with Mr George and genuinely consider his responses. Community Living had a reasonable basis to substantiate the lunch allegation. However, on its own, this was not sufficient to justify the decision to dismiss Mr George.

During his time working at Community Living, Mr George did not accept work calls and sought, in various ways, to absent himself when invited to both virtual and face-to-face meetings. His conduct had not helped the parties resolve the matters between them. Therefore, the Authority reduced the remedies by 10% to reflect this. The final figures Community Living was ordered to pay were compensation for hurt and humiliation of $16,200 and lost wages of $17,272.71. Costs were reserved.

George v Community Living Ltd [[2025] NZERA 120; 28/02/25; N Szeto]

Employer liable for migrant recruitment gone wrong

Mr Zhang was recruited from China to work at Construst Ltd (Construst), but when he arrived in New Zealand on 2 November 2023, he was told Construst did not have any work available for him. Mr Zhang claimed in the Employment Relations Authority (the Authority) that he was unjustifiably dismissed by Construst.

Construst was an Accredited Employer, which was approved to recruit 20 construction workers to work in the period of 31 January to 31 July 2023. The job check approval from Immigration New Zealand set out "important information" on the legal requirements of the immigration process.

Veritas Immigration Ltd (Veritas), which Construst sought assistance from for all their immigration matters, submitted a job check request for Mr Zhang on 28 July 2023. Through that, Construst was found to have been aware of Mr Zhang's employment with it, the terms of his employment agreement, and the terms of his work visa, which was directly based on the job token. Behind the scenes, Veritas passed on the job check token to XuZhou Hengnuo Construction Labour Recruitment Ltd (XuZhou) in China. An agent of XuZhou then contacted Mr Zhang.

Mr Zhang said he paid XuZhou's agent RMB 78,000 to get his New Zealand work visa, which was a significant portion of one month's wage. XuZhou's agent told him that was the cost of a New Zealand work visa. Mr Zhang paid an additional RMB 10,000 for flights, a medical check and other documentation, including a police check. While still in China, he was also required to pay rent in advance and a bond for accommodation in New Zealand. That amounted to RMB 3,200. When Mr Zhang left after the two weeks he had paid, the bond was not refunded.

Mr Zhang did not personally sign Construst's employment agreement. XuZhou's agent asked him to sign a blank page of paper, which it said was needed for his visa application. Mr Zhang sent a photograph of his signature. Mr Zhang did not know of Immigration New Zealand's online portal for him to complete a visa application himself and, besides that, Mr Zhang did not have a device that could access the site. Mr Zhang never saw his own employment agreement until the Authority's investigation meeting.

Mr Zhang said he only learned his New Zealand employer was Construst at Shanghai International Airport. XuZhou's agent sent Mr Zhang contact details for Construst, but also said to delete them once he entered New Zealand and instead quote the details given to Immigration New Zealand. Mr Zhang said he was not concerned, as he had been told Construst would contact him when he arrived in New Zealand. However, that did not occur.

On 2 November 2023, when Mr Zhang landed, he went back to XuZhou's agent, without Construst's contact details as instructed. However, XuZhou's agent said that Construst did not have any work for him, and Mr Zhang would need to look for a new job now he was in New Zealand. XuZhou's agent said their part of the job was done. They told him he had not signed any contracts with the recruitment company or Construst, and that having not done that, there was nothing he could do.

The Authority ruled that Mr Zhang was an employee under the definition of the Employment Relations Act 2000. Commencement in the employment agreement was "the next working day after the signing of this agreement (subject to visa approval and the employee physically present in New Zealand". Under those terms, Mr Zhang was ready, willing and available to start work from 6 November 2023. Construst in turn had a legal obligation to provide such an employee with work to their minimum hours and subsequent wages. It also bore the onus to engage with employees it hired under its Accredited Employer status.

Since Construst was able to inform XuZhou's agent that it lacked work, it was in a position to communicate but did not do so. The Authority also thought that Construst should not have instructed Veritas to use the job token as of 27 July 2023 or 6 November 2023 if it did not have the work for it.

The statement that Mr Zhang was not to work with Construst amounted to a constructive dismissal. It did not follow good faith or procedural requirements in this communication or provide evidence whether there was no work available.

The Authority awarded Mr Zhang $20,000 in compensation for hurt and humiliation. As the successful party in his case, Mr Zhang was also entitled to a contribution towards his legal costs. The Authority used a default starting point of $4,500 and added a notional daily tariff to charge $5,000, reflecting that Construst's non-engagement in this process had unnecessarily and unreasonably increased Mr Zhang's actual legal costs.

Zhang v Construst Limited [[2025] NZERA 129; 04/03/25; R Larmer]

Employer fails to abide by collective agreement pay scale increase

On 30 October 2007, Ms Mitchell began work at Menzies Aviation (New Zealand) Ltd (Menzies) as a passenger service agent. Her employment ended by way of redundancy on 9 September 2020. She raised a claim with the Employment Relations Authority (the Authority) and argued she had not been properly paid in accordance with her collective agreement.

Ms Mitchell had initially alleged the redundancy was an unjustified dismissal. She first raised the grievance in a statement of problem she submitted in November 2023, nearly three years after her employment ended. With no other circumstances overruling the grievance expiry, the Authority found it was not raised within the statutory 90-day timeframe and so her claim could not proceed.

In June 2010, Ms Mitchell reached the level of Passenger Services Ticketing Agent Level 4 (level 4 worker). In February 2012, she joined a union, which covered her work and became covered by the terms of the collective agreement.

Ms Mitchell only became aware she was on the wrong payment scale when she became a union delegate in 2019 and was involved in discussions about the wage scale as covered by the collective agreement. She submitted that in August 2012, she reached the requisite experience and qualification requirements to trigger an automatic promotion to Senior Passenger Services Ticketing Agent Level 5 (level 5 worker).

Ms Mitchell raised the issue with her manager in July 2019 who agreed her pay rate required amending. The matter was escalated to Menzies' HR department. The matter was unresolved when Ms Mitchell was made redundant in September 2020. In a meeting in January 2021, Menzies advised Ms Mitchell she did not have the requisite qualifications for the higher rate.

In the collective agreement, a level 4 worker became a level 5 worker when they had two years of proven ticketing experience, and the relevant fares and ticketing qualification. The Authority found that on 15 August 2012, Ms Mitchell had the required qualifications and experience to receive payment as a level 5 worker. Menzies did not challenge Ms Mitchell's evidence on the matter.

The Authority found Ms Mitchell was entitled to wage arrears, two weeks of unpaid notice and holiday pay, and KiwiSaver contributions. Interest was also payable on these amounts. Menzies was ordered to pay $10,544.07 in wage arrears. This included two weeks' notice not already paid, holiday payments, KiwiSaver contributions and interest. It was also to pay Ms Mitchell $4,500 as a contribution to her costs and disbursements of $71.55 for the lodging fee.

Mitchell v Menzies Aviation (New Zealand) Ltd [[2025] NZERA 138; 06/03/25; A Gane]

Employer's reliance on casual status fails to withstand scrutiny

Ms Thing commenced work with South Pole IP Holding Ltd (South Pole) as a production operator in April 2022. Ms Thing raised a claim with the Employment Relations Authority (the Authority) alleging she had been unjustifiably dismissed when South Pole stopped offering her work under a casual agreement. She sought arrears for public holiday payments and penalties against South Pole.

Ms Thing's role encompassed the two key tasks of packaging and cleaning. Two months after she commenced work, she was provided with a casual employment agreement in the name of another company. While her work hours were regular, she was told that employees who worked hard could be rewarded by being offered permanent employment, and that South Pole typically hired staff as casuals first to assess their performance.

On 8 May 2023, South Pole's production planning manager, Ms Liu, held a meeting to raise concerns with Ms Thing regarding her performance. South Pole claimed that Ms Liu raised reservations about Ms Thing undertaking the packaging aspects of her role and so wanted her to concentrate on the cleaning aspects, effectively reducing the role and making it part time. Ms Thing remembered the meeting differently and claimed she was told that it would be her last day at the company.

Following the meeting, on 9 May 2023, Ms Thing indicated by text message that she wanted to return to work but would not be changing her work duties as she wished to retain her full hours. She still held that she had been dismissed. Ms Liu stood firm on the belief that Ms Thing had accepted the change and encouraged her to come in to discuss the matter. In her final text message to Ms Liu, Ms Thing asked to have her full hours restored, which South Pole did not respond to. Two days later, Ms Thing asked about getting paid for hours she had worked, but there was no further discussion about her returning to work.

The Authority assessed whether the employment relationship was truly casual in nature. Ms Thing had only been provided with a copy of her employment agreement two months into her employment. While she had some understanding that her employment was casual in nature, South Pole had failed to provide her with an employment agreement and an opportunity to review it before accepting. That meant Ms Thing did not have a fair opportunity to understand and agree to her employment terms, and so South Pole was found to be in breach of the Employment Relations Act 2000.

The Authority found that the parties acted as if the agreement was not casual. Ms Thing came to rely on a pattern of regular hours and days to the point of effectively working full time for 10 months. The parties' conduct undermined the casual label given to the agreement. The Authority was harshly disapproving of South Pole's actions. Rather than having a genuine casual employment relationship, South Pole offered Ms Thing casual employment as a type of extended probationary period, and as a mechanism for avoiding minimum entitlements such as sick leave and public holiday pay. The true nature of Ms Thing's employment was found to be permanent.

The Authority was critical of the manner in which South Pole raised its concerns. The performance concerns were valid, but Ms Thing was not given prior notice of the meeting, nor was she given a chance to consider South Pole's concerns and respond before her hours of work were reduced. South Pole's actions were not consistent with the requirements of procedural fairness.

Based on the evidence, the Authority found it was more likely than not that Ms Liu indeed advised Ms Thing that it was her last day as a packaging operator, by imposing a disciplinary outcome. While Ms Thing agreed to some extent to the proposed change, the Authority was of the view that this agreement was the result of a significantly flawed process and therefore could not be relied upon.

While South Pole indicated in its text messages that it did not consider her employment to be terminated, the change to Ms Thing's hours and South Pole's silence on the question of restoring her full hours ultimately led to Ms Thing's reluctant resignation, which was considered a constructive dismissal. Ms Thing was therefore unjustifiably dismissed.

Ms Thing established one successful penalty claim: a breach of the Holidays Act 2003 for failure to pay public holidays. The Authority set a penalty of $4,000, with half payable to Ms Thing. South Pole was ordered to pay Ms Thing $8,000 in lost wages and $15,000 in compensation for hurt and humiliation. Costs were reserved.

Thing v South Pole IP Holding (NZ) Ltd [[2025] NZERA 142; 07/03/25; S Blick]

‘Without prejudice’ emails are protected from disclosure

Mr Hengeveld took proceedings against Cohe Group Limited (Cohe) in the Employment Relations Authority (the Authority). Cohe asked the Authority to consider two preliminary issues. It first sought an order to remove emails dated 11 and 12 September 2023 from its proceedings. It also sought for one of Mr Hengeveld’s unjustified disadvantage claims to be dropped for having been raised outside the statutory 90-day timeframe.

The Authority had to determine if the relevant emails were privileged and therefore protected from disclosure. A Court of Appeal judgment established the essential requirements necessary for ‘without prejudice’ communications to be afforded protection. The parties needed to have an agreement that the communication was without prejudice. There had to be the existence of at least “negotiations”, or a “difference”, to warrant the conversation. The problem in question had to be one “that could give rise to litigation, the result of which might be affected by an admission made during negotiations”.

The facts were that Cohe wrote emails to Mr Hengeveld on 11 September 2023, which had the subject line, “Re: Without Prejudice: Proposed exit strategy”. Mr Hengeveld replied the following day indicating he would be taking formal advice. On 14 September 2023, Mr Hengeveld’s representative wrote back with the subject line, “Without Prejudice: … Hengeveld”. That email was in apparent response to the 11 September exit strategy email and Mr Hengeveld’s communication of 12 September, which included: “We have been instructed by our client to act on his behalf in negotiating a settlement package for his exit from the company.” Those communications indicated the parties had agreed they had begun communicating on a without prejudice basis.

Mr Hengeveld claimed he did not understand the technical nature of the offer and that English was his second language. The Authority did not accept that argument. Mr Hengeveld had sought representation. Submissions made by his representative maintained that their discussion with Cohe would continue on a without prejudice basis. Ultimately, the Authority found Cohe’s emails indeed attracted legal privilege and so could not be relied on as evidence.

The Authority then considered whether Mr Hengeveld’s disadvantage claim was raised within the statutory 90-day timeframe. Mr Hengeveld argued he had been disadvantaged when Cohe placed him on garden leave without consultation or agreement. On 9 October 2023, Mr Hengeveld’s representative wrote a letter to Cohe raising a personal grievance for unjustified dismissal. Included in supporting information was a reference to his being placed on garden leave about a week before his dismissal. Mr Hengeveld submitted that this was sufficient to have raised a personal grievance.

The Authority considered the letter raised only one personal grievance, that being for the unjustified dismissal only. The letter carefully narrated the factual basis for that personal grievance, which included Cohe’s decision to place Mr Hengeveld on garden leave and set out the resolution sought for that grievance. No different resolution was sought in relation to the claimed unjustified action. Consequently, Cohe could not reasonably understand from reading the 9 October 2023 letter that Mr Hengeveld communicated a complaint regarding the garden leave decision, distinct from that of unjustified dismissal. The Authority found that an unjustified disadvantage claim relating to Mr Hengeveld being placed on garden leave had not been raised with Cohe and could therefore not proceed. Costs were reserved.

Hengeveld v Cohe Group Ltd [[2025] NZERA 153; 13/03/25; M Urlich]

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

Public Finance Amendment Bill (7 July 2025)

Climate Change Response (Emissions Trading Scheme—Forestry Conversion) Amendment Bill (7 July 2025)

Inquiry into Ports and the Maritime Sector (13 July 2025)

Overseas Investment (National Interest Test and Other Matters) Amendment Bill (23 July 2025)

Game Animal Council (Herds of Special Interest) Amendment Bill (24 July 2025)

Immigration (Fiscal Sustainability and System Integrity) Amendment Bill (28 July 2025)

Inquiry into the harm young New Zealanders encounter online, and the roles that Government, business, and society should play in addressing those harms (30 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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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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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

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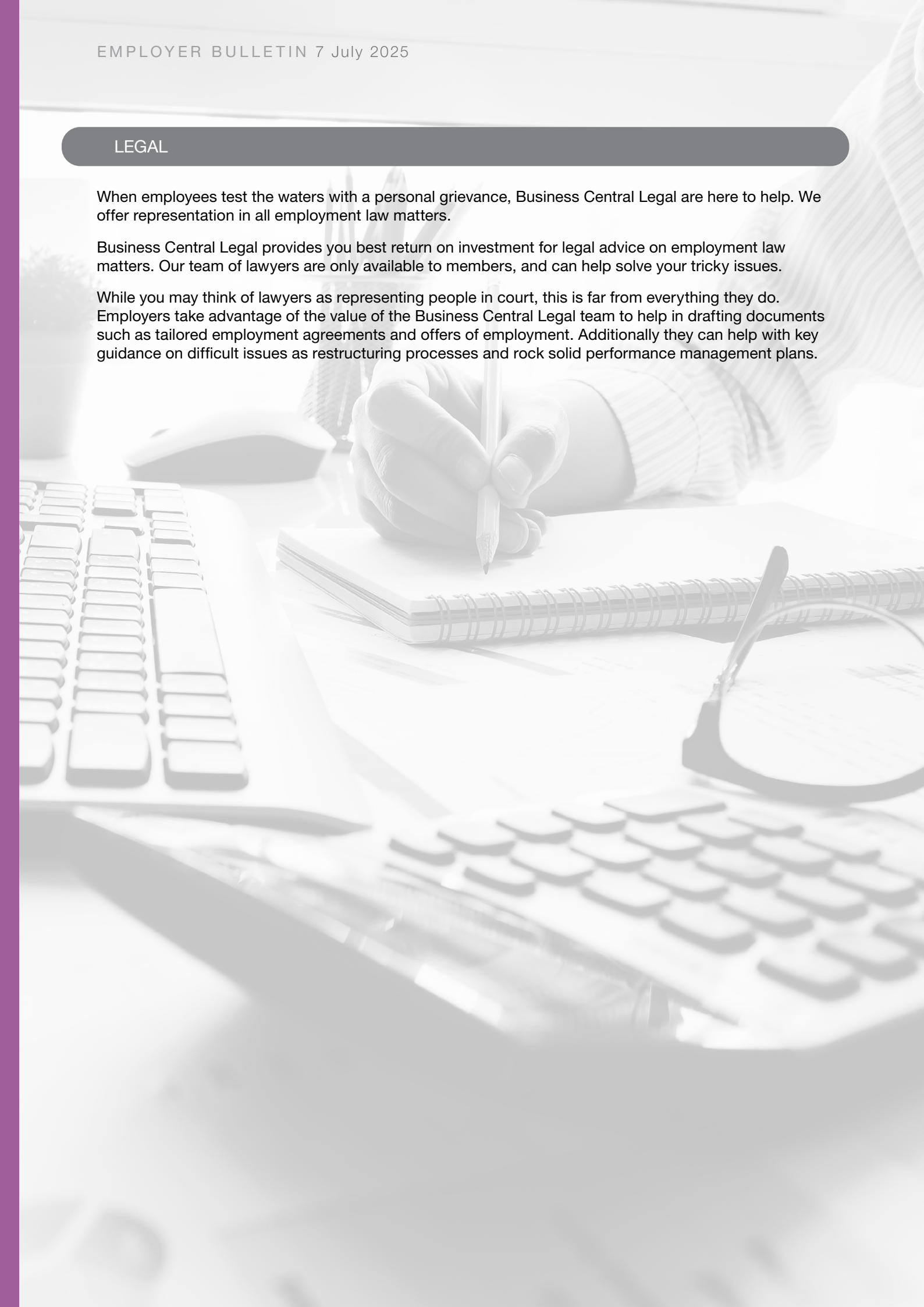
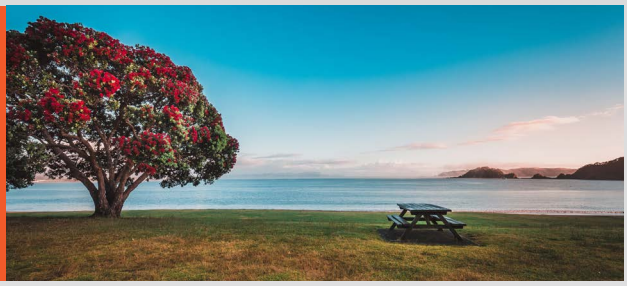
Business Central Legal provides you best return on investment for legal advice on employment law matters. Our team of lawyers are only available to members, and can help solve your tricky issues.

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.