BusinessCentral

EMPLOYER BULLETIN

8 September 2025
A Weekly News Digest for Employers

EMPLOYER NEWS

Continuing to support New Zealanders into work

Social Development and Employment Minister Louise Upston says a continuation of a series of regional employment events reinforces a cross-sector commitment to get Kiwis into jobs, boost employment and grow the economy.

Minister Upston and officials met with representatives of around 36 employers and other stakeholders in Hamilton, reinforcing job opportunities across the Waikato region.

“It was great to attend this event, acknowledge the commitment of MSD and recognise the partnership with local employers,” Louise Upston says.

“That’s because this government is focused on a Going for Growth strategy which includes a key emphasis on developing the talent of our people.”

“These events reinforce that. They’re about people, about maximising the potential of Kiwis, about raising their earning potential while also ensuring businesses can access the people they need to help them compete globally and grow.’’

“The Government has an ambitious target to reduce the number of people on the Jobseeker Benefit by 50,000 by 2030. MSD and employers are key to this.’’

“We know we can’t do it alone, and need support from the community, employers and training organisations to achieve this goal.’’

“To continue discussions about how we can work together to achieve the Jobseeker reduction target, MSD will host a number of events to bring together employers, providers and community organisations.’’

To read further, please click here.

Big win for food exporters as red tape slashed

"Hundreds of food exporters will benefit from a common-sense cut to red tape, making it easier to deliver safe New Zealand food to more markets," says Food Safety Minister Andrew Hoggard.

From 25 September 2025, food exporters will no longer need to apply for special exemptions from New Zealand rules if their products meet the requirements of the importing country.

"This simple change means that as long as exporters comply with the rules of the country they're sending food to, they won't need MPI's approval to get around New Zealand's composition or labelling requirements," says Mr Hoggard.

"Previously, exemptions had to be applied for product by product – an onerous process that drove up costs, created delays, and sometimes meant missed opportunities.

"The dairy sector, for example, has pointed out that composition requirements for dairy products vary significantly between countries, as their citizens often have different diets and get their nutrition in different ways.

"The new rules cut paperwork and compliance costs, give exporters more certainty, and allow them to manage their own compliance with overseas markets."

To read further, please click here.

Removing barriers to aquaculture growth

Another piece of red tape potentially curtailing the growth of the aquaculture industry has been cut with the passing of a bill that protects marine farmers from costly consent reviews, Oceans and Fisheries Minister Shane Jones says.

"We've set the ambitious goal for the aquaculture industry to generate $3 billion in annual revenue by 2035. The coalition government is doing its part by providing a regulatory environment where this kind of growth is possible," Mr Jones says.

The Resource Management (Consenting and Other System Changes) Amendment Bill, passed last month, restricts the ability of councils to use section 128 of the Resource Management Act to review conditions of coastal permits until September 2030.

"This removes a bureaucratic barrier that potentially undermined efforts to grow aquaculture. Our marine farmers should be using their time, energy and funds to innovate and grow rather than engaging in tick-box exercises with overzealous regulators," Mr Jones says.

The change follows the Resource Management (Extended Duration of Coastal Permits for Marine Farms) Amendment Bill last year which extended coastal permits for marine farms by 20 years.

To read further, please click here.

Job check redesign

What is changing?

From Monday 29 September 2025, a redesigned online job check form will be introduced, along with refreshed immigration requirements. These updates aim to make the process clearer and more intuitive for employers and immigration professionals.

Key improvements include:

- Clearer guidance throughout the form to help users understand what they need to include in their application.
- Built-in checks to ensure all necessary information is included before submission.
- Streamlined sections that align with updated immigration requirements.

These changes will reduce processing delays, and support faster decisions for employers who meet the requirements.

The redesign is based on feedback from immigration staff, advisers, employers, and other regular users of the system. Their input helped shape a more practical and user-friendly experience.

To read further, please click here.

International visitor numbers and spend on the rise

New data shows international visitor arrivals and spending are continuing to climb, giving a boost to our tourism sector and economy, Tourism and Hospitality Minister Louise Upston says.

"Tourism is our second-highest export earner, and I'm encouraged to see our tourism numbers continuing to gain in strength.

"Welcoming more international visitors keeps our communities vibrant and our regions humming - supporting local businesses, creating more jobs and strengthening our economy overall."

International Visitor Survey results show, for the year ending June 2025, international tourism contributed $12.1 billion to New Zealand's economy, up 4.3% compared with the previous year.

This reflects an increase of 5 percent in international visitor arrivals, with 3.38 million visitors coming to New Zealand, up from 3.21 million in 2024.

When adjusted for inflation, this equates international spending to $9.6 billion or 86 per cent of pre-pandemic levels.

To read further, please click here.

International trade: June 2025 quarter

International trade statistics provide information on imports and exports of goods and services between New Zealand and our trading partners.

Key facts

Quarterly goods and services by country

- Total exports of goods and services for the June 2025 quarter were $28.9 billion, up from $26.3 billion in the June 2024 quarter.
- Total imports of goods and services for the June 2025 quarter were $27.6 billion, up from $26.7 billion in the June 2024 quarter.
- The total two-way trade for the June 2025 quarter was $56.4 billion.

To read further, please click here.

Building consents issued: July 2025

Building consent statistics are about the number, floor area, and value of new homes, non-residential buildings and alterations approved for construction.

Key facts

- In July 2025, the seasonally adjusted number of new dwellings consented rose 5.4%, after falling 6.0% in June 2025.
- In the year ended July 2025, the actual number of new dwellings consented was 33,879, down 0.1% from the year ended July 2024.
- The annual value of non-residential building work consented was $9.0 billion, up 0.8% from the year ended July 2024.
- In the year ended July 2025, the number of new dwellings consented per 1,000 residents was 6.4, unchanged from the year ended July 2024.

To read further, please click here.

Express lane for new supermarkets

The government will remove barriers preventing competitor supermarkets from launching or expanding in New Zealand with a series of urgent legislative and policy changes, Economic Growth Minister Nicola Willis says.

“We’re creating an express lane for new supermarkets to boost competition and deliver better deals for Kiwi shoppers.

“Earlier this year we ran a Request for Information (RFI) process, asking what would help challenger supermarkets take on the current duopoly.

“The responses revealed widespread frustration with restrictive zoning, slow consenting and cumbersome regulations that make it extremely difficult for new competitors to gain a foothold in the New Zealand grocery sector.”

To read further, please click here.

EMPLOYMENT RELATIONS AUTHORITY: FIVE CASES

Absence of any process in unjustified dismissal

Ms Udumullaga started work at Hopkins Joinery Ltd (Hopkins) in 2014 as a fabricator and machine operator. In November 2022, she sustained a non-work-related back injury. From that date, she was considered unfit to work and remained away on prolonged leave. For the majority of the time she was away, she received compensation from ACC.

A year later, in October 2023, Ms Udumullaga was invited to a meeting scheduled for 9 November 2023. She believed the meeting was to discuss her return to the workplace. However, during the meeting, she was presented with an unsigned resignation letter. She refused to sign it. Hopkins said that if she wished to return to work, she would require medical clearance. Ms Udumullaga presented a medical clearance certificate on 15 November 2023. However, that certificate was not accepted by Hopkins. Ms Udumullaga provided a further clearance certificate two days later, but that was also rejected. Hopkins held onto its position that it required ACC to provide clearance for her return to work.

A further meeting was held on 23 November 2023, where Ms Udumullaga met with the company director, Mr Hopkins. She was not informed about the meeting's purpose beforehand, and she assumed it was to discuss the issues that Hopkins had with her medical certificates.

At the meeting, Mr Hopkins produced a letter from Ms Udumullaga's chiropractor, which broadly stated that if she were to return to work, reinjury was highly probable. Ms Udumullaga said she did not consent to the chiropractor providing information about her state of health, and although Mr Hopkins said he had received verbal consent to contact her chiropractor, he could not say when it was given.

Mr Hopkins also advised that, due to changes in the operations of the business, there was no further work available related to Ms Udumullaga's role. Mr Hopkins asked her to sign the notes he had taken during the meeting, but she refused.

No further communication was received from Hopkins until 27 November 2023, when Ms Udumullaga was advised that her role had been "de-established". While it was not explicitly stated that her role was terminated, the meaning was plain.

Ms Udumullaga raised a claim with the Employment Relations Authority (the Authority) alleging an unjustified dismissal. She sought compensation, lost wages and a penalty for breaches of good faith.

The Authority was critical of the approach taken by Hopkins. Notes from the 23 November 2023 meeting, along with evidence from witnesses for Hopkins, clearly showed that the decision to effectively de-establish Ms Udumullaga's role had taken place some months earlier. Ms Udumullaga had been in frequent contact with Hopkins while she was incapacitated. However, she was not told of the change to her role until she sought to return to work.

Hopkins' actions fell short of meeting any of the tests set out in the Employment Relations Act 2000, which required it to investigate, raise concerns with Ms Udumullaga, give her a reasonable opportunity to respond, and genuinely consider what she had to say prior to reaching the final decision to "de-establish" her position.

Turning to the matter of whether Ms Udumullaga was fit to return to work, the Authority was again critical of the approach taken by Hopkins. Ms Udumullaga's first medical clearance was rejected by Hopkins as it thought she had not been seen by a doctor, even though the medical certificate was clearly a valid document. It was not clear why the second certificate was rejected, as it contained more details than the first one. The letter from the chiropractor that Hopkins relied on was not a certificate. It was rather an opinion, and one based on knowledge from nine months earlier.

The Authority concluded that Hopkins' concern over Ms Udumullaga's ability to return to work was not genuine. Hopkins had simply not expected Ms Udumullaga to return. Its search for adverse medical information suggested instead that the decision had already been made and was not going to be unmade. It was looking for a way to justify what had already occurred. The claim of unjustified dismissal was therefore upheld.

The Authority also decided that Hopkins should receive a penalty for breaching its good faith obligations. The actions of Hopkins in seeking the letter from the chiropractor in the face of valid medical certificates, and the attempts to get Ms Udumullaga to sign a pre-written letter of resignation, were viewed as undermining the employment relationship. A penalty of $6,000 was awarded, with half payable to Ms Udumullaga and the other payable to the Crown.

Hopkins was ordered to pay Ms Udumullaga $1,677.60 gross, being wages for the nine days when Hopkins instructed Ms Udumullaga to stay at home, $12,116 representing three months' lost remuneration, $1,103.48 for holiday pay and $25,000 as compensation for hurt and humiliation.

Udumullaga v Hopkins Joinery Ltd [[2025] NZERA 270; 15/05/25; C English]

Employer's failure to consult leads to constructive dismissal

Ms Henderson was employed as a cook at the hotel and bar of NC Hospitality Ltd (NC) in April 2023. She claimed she was constructively dismissed in December 2023. Mr Chhabra, the owner and director of NC, agreed with Ms Henderson she would work 20 hours a week, with any extra hours worked paid at the standard hourly rate. The core responsibility of the role was assisting the chef in the kitchen. The chef advised Mr Chhabra that he was going to retire on 1 November 2023. Mr Chhabra encountered difficulty finding a replacement. He could not secure anyone before he had to travel overseas to visit family.

Mr Chhabra asked Ms Henderson to increase her hours in the kitchen for a few weeks until they could find a new chef. From late October to early December 2023, she began working 35 to 40 hours a week as NC was struggling to find a replacement. Ms Henderson became stressed and tired from working those increased hours. However, she was willing to continue doing so in the short term.

When Ms Henderson took a day's sick leave on 10 December 2023, Mr Chhabra refused to pay her for it, saying she was not entitled to sick leave pay. When Ms Henderson challenged Mr Chhabra's decision and reminded him that she had worked at NC for over six months, he made the payment without further discussion.

Ms Henderson was expected to train the newly hired chef, prompting her to seek clarification from Mr Chhabra about her employment status. He did not respond. Instead, he posted a new roster that reduced Ms Henderson to 10 hours a week and reassigned her exclusively to bar duties.

Mr Chhabra did not consult with Ms Henderson about the reduction in her hours or the change in her job duties. She raised the issue with her general manager, Ms Whyte, who then questioned Mr Chhabra. He refused to increase Ms Henderson's hours and admitted that he decided to reassign her to the bar without discussion. He stated that he believed Ms Henderson would find the change acceptable, but she did not.

Ms Henderson resigned with one week's notice. She felt shocked and disappointed regarding Mr Chhabra's treatment, especially after stepping up and accepting additional duties at his request. The sudden reduction in her hours made it impractical to continue working, as it was not enough to meet living costs. Ms Henderson argued NC's actions breached her original agreement.

The Employment Relations Authority (the Authority) explained that constructive dismissal was determined by evaluating the terms of the employment contract and assessing whether the employer's breach was sufficiently serious to cause the employee to resign. The Authority reviewed the specific terms of Ms Henderson's agreement to evaluate the impact of NC's actions.

The Authority determined that, throughout her employment, she worked 20 hours or more in NC's kitchen, reaching up to 40 hours when covering the chef. The reduction of hours, coupled with the change in duties from kitchen to bar, led the authority to find a breach of her agreement. Further, Mr Chhabra was found to have exacerbated the breach through other actions, including failing to consult Ms Henderson about the change, reducing her hours after she accepted additional responsibilities, and refusing to revisit the decision when questioned. The Authority focused on Mr Chhabra's lack of communication and engagement after Ms Henderson raised her concerns.

Considering all those factors, the Authority decided the breach was serious enough to warrant Ms Henderson's resignation, which entitled her to remedies.

The Authority awarded three weeks' lost wages totalling $1,362. The adverse impact suffered by Ms Henderson led to the Authority awarding $15,000 for hurt and humiliation.

Henderson v NC Hospitality Ltd [[2025] NZERA 299; 28/05/25; C English]

Resignations during a redundancy need to be thoroughly considered

Mr Penny was employed at Frello Ltd (Frello) as a software architect in the software developer team until his position was made redundant on 8 November 2023. He argued the decision to terminate his employment was predetermined because there had already been resignations in the team he worked with, negating the need to reduce the overall staff numbers. He argued there was a failure to genuinely consult with him and, therefore, his dismissal was unjustified.

Frello stated the decision to make Mr Penny's position redundant was justified because there were genuine financial reasons for the restructure, and a thorough selection process was applied to determine which members of the software developer team would remain.

In October 2023, Frello explained the background to the restructure proposal with reference to the economic environment, as well as challenges brought on by changes to client contracts, which brought on the need for the company to alter its projections for the future.

The proposal set out that the software developer team was to be reduced to three positions by reducing the team by two. The selection criteria were set out, with each person to be assessed against a matrix. Frello confirmed in evidence that Mr Penny scored highly and was considered a very experienced member of the team. Mr Penny was aware that one of the five software developers in the team had already resigned.

On 8 November 2023, Frello informed Mr Penny that he had been unsuccessful in retaining his position and that he was to be made redundant. He received an email confirming his redundancy and recording that his employment had also ended that day. He was paid in lieu of notice and received an appreciation payment.

The same day Mr Penny was made redundant, another employee in the software development team told him they had also resigned earlier in the week. The evidence from Frello was slightly different and said the second employee was considering resigning, but they did not actually resign until after Mr Penny had been informed that he was selected for redundancy.

The financial reasons for the restructure proposal and redundancy were not challenged by Mr Penny. What was challenged was whether consultation was reasonable and the selection criteria and matrix were applied fairly, which included whether the resignations from the team had been considered by Frello.

The proposal was to reduce the number of software developers in the team from five to three, but it transpired that one developer had already resigned prior to the proposal being circulated, so the information consulted on was incorrect. The next issue for Frello was that a second developer indicated an intention to resign just before the final decision was being made. Frello said that it was not aware of the second employee's resignation until after Mr Penny was informed his position was redundant and his employment was terminated the same day. As far as Frello was concerned, the restructure process was completed.

Frello argued the second employee indicating their intention to resign fell short of an actual resignation, but this was not found to be enough to meet its good faith obligations in the Employment Relations Act 2000. If the proposal were to reduce the team to three and the second developer were to resign, there would only be three developers left in the team. That meant the proposal's objectives could have been met without making any developers redundant.

The Employment Relations Authority (the Authority) understood Frello was in a position where any salary reduction was going to help it with the situation it was in, but the obligation to consult and provide all information relevant to a redundancy decision is fundamental for an employer seeking to justify its

actions in redundancy cases. In relation to the selection criteria given, Mr Penny scored very highly against the matrix. It was unclear what additional factors were considered, the extent to which the second employee was to be supported to stay in the business, the genuineness of the decision-making and how much the process undertaken by Frello was called into question. The Authority said if the selection criteria was considered to be contextual by the employer it was difficult for the employees in the process to know what they were being assessed on. That was critical to a fair process when selection criteria are used and key to an employer being able to justify its actions.

The Authority found the dismissal of Mr Penny to be both substantively and procedurally unjustified. Frello was ordered to pay Mr Penny $20,000 without deduction and three weeks' wages as reimbursement of lost wages. Costs were reserved.

Penny v Frello Ltd [[2025] NZERA 317; 06/06/25; S Kennedy-Martin]

Authority rejects that employment ended through resignation

Ms Li was employed by Master Z Food Ltd (Master) as a baker from 20 March 2023 until 14 May 2023 when her employment ended. Ms Li lodged a claim with the Employment Relations Authority (the Authority) and claimed she was unjustifiably dismissed. She also sought a claim against Master for failing to pay her meal and accommodation allowances.

Ms Li produced WeChat messages which showed Master had agreed to pay accommodation and meal allowances alongside her hourly pay rate. However, on the other hand, Master argued it had intended that any allowances were to be included in the overall hourly rate and that no agreement had been made to pay extra allowances. Further, the written employment agreement explicitly did not include any provisions for extra allowances. Therefore, the Authority preferred Master's version of events and the claim was unsuccessful.

Ms Li then argued she had been disadvantaged because Master only paid her $25.96 an hour when her employment agreement stated an hourly rate of $28. Master only became aware of the shortfall after her employment ended. However, when Ms Li raised the issue with Master, the shortfall was quickly repaid. The Authority found the underpayment amounted to a breach of the employment agreement. However, as Ms Li only became aware of this issue after her employment ended, there was no established disadvantage.

Ms Li then referred to a dispute which arose during her employment soon after Ms Li had commenced her role, which she argued ultimately led to her unjustified dismissal. At the time, she raised concerns via WeChat about her terms and hours of work. She said she was not being allowed to produce the high-end bakery items she was employed to make, and her hours were longer than those she had agreed to. She also thought her hourly rate of $28 should have been after tax and that it should have included an accommodation and meal allowance. At the time, the parties arrived at an understanding to address those issues. However, the possibility of ending the employment by mutual agreement had remained on the table.

The issues came to a head in early April 2023 when Master received a customer complaint about a cake allegedly prepared by Ms Li. She disputed that it was made by her. Master decided to meet with Ms Li in April 2023 to discuss the complaint and to also resolve the ongoing issues about her employment terms. Ms Li did not receive prior notice of the meeting or an explanation about what was to be discussed. There were no notes of the meeting or a record of the outcome.

Although Ms Li continued to work out a notice period of one month, it was clear her employment ended during the April 2023 meeting. Master claimed Ms Li resigned to take up a new job, whereas Ms Li argued she was told to leave. There was no evidence that Ms Li gave formal notice of her resignation.

The Authority determined it was more likely than not that the employment was terminated by Master at the 16 April 2023 meeting. The factors in support of its determination included the lack of process around the meeting, especially Master not pausing the meeting when the issue of ending the employment agreement was raised. While Master regularly sought to highlight terms in the employment agreement, it seemed relaxed about asking Ms Li to formalise her resignation, and it made no effort to confirm in writing the ending of her employment.

On 10 May 2023, a WeChat message between the parties gave weight to the view that Ms Li was dismissed. Ms Li was following up on a background check for a potential new employer, and she indicated in the message that Master had asked her to leave. Rather than denying that it had asked Ms Li to resign, Master argued it was entitled to terminate Ms Li's employment arrangement.

The Authority determined that Ms Li had been unjustifiably dismissed. Master failed to meet its obligations under the Employment Relations Act 2000. Master was ordered to pay Ms Li $15,000 compensation for hurt and humiliation and $13,440 for lost wages. Costs were reserved.

Li v Master Z Food Ltd [[2025] NZERA 335; 13/06/25; M Urlich]

Employer successfully relied on trial period despite challenge to validity

Ms Brandon-Warren claimed Maka8ka Ltd (Maka8ka) unjustifiably dismissed her under an invalid trial period clause. She claimed she had started working at Maka8ka a day earlier than the start date provided for in her employment agreement, and argued she was not specifically advised to seek independent advice before she signed her employment agreement.

Maka8ka opened in March 2023, and according to one of its directors, Mr Liu, it was his first time running a business. Ms Brandon-Warren was employed to work as a barista, and she signed an employment agreement on 24 June 2023 and would start working on 17 July 2023. The employment agreement included a 90-day trial period clause.

A couple months after she had started working, Ms Brandon-Warren's manager raised concerns about her work performance as they had received poor feedback from customers. A day later, the manager gave her a new contract, which provided for a reduced hourly rate and required her to only undertake front-of-house duties so she could have time to receive further barista training. Ms Brandon-Warren did not agree to the proposed new terms. On 25 July 2023, Maka8ka gave her notice of termination under the trial period clause. Her employment formerly ended on 1 August 2023.

Before determining if Ms Brandon-Warren was unjustifiably dismissed, the Employment Relations Authority (the Authority) considered whether the trial period in her employment agreement was valid under the Employment Relations Act 2000 (the Act).

Ms Brandon-Warren argued the trial period did not commence at the beginning of her employment. Rather, it commenced on 17 July 2023, a day after she started work. The Authority had to determine whether Ms Brandon-Warren was a "new employee", because, if not, the trial period clause would be invalidated under the Act. Having signed the agreement in June 2023, Ms Brandon-Warren messaged Maka8ka twice, inquiring about the possibility of her starting work before the agreed start date. On 9 July 2023, the manager messaged her to see if she could work on 16 July 2023 for four hours. She agreed and was paid for those hours. The Authority said the wording and potential impact of the trial period clause was clear. In reality, the offer by Ms Brandon-Warren to start work earlier and the acceptance by the employer were effectively a mutually agreed revision of the start date in her employment agreement. It would be technical and narrow to claim that it was new employment when the parties' mutual intent was clear.

There was documented mutual intent by the parties to start employment one day earlier, and that change was initiated by Ms Brandon-Warren. The Authority found that looking only at the employment agreement and seeking to redefine what was intended by both parties would be against the objectives of the Act. There was good faith on the part of both parties when the offer to start working earlier was made and accepted.

The Authority ultimately rejected the idea that Ms Brandon-Warren was not specifically informed of her right to seek independent legal advice before signing her employment agreement. She was given the contract four weeks before she commenced employment and had signed it before starting work which showed she had been afforded the opportunity to negotiate its terms and conditions. Maka8ka provided Ms Brandon-Warren with a real opportunity for consideration, advice and negotiation as opposed to

a nominal or minimal opportunity. Even though it was a small business, it had been responsive and communicative in its recruitment process. Ms Brandon-Warren's employment agreement was not unfairly bargained for.

On that basis, the Authority concluded that the trial period clause in Ms Brandon-Warren's employment agreement was valid, and therefore Maka8ka was entitled to exercise the clause to end her employment. Ultimately, Ms Brandon-Warren claim for unjustified dismissal failed.

Brandon-Warren v Maka8ka Ltd [[2025] NZERA 331; 13/06/25; 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: Nine Bills

Electoral Amendment Bill (11 September 2025)

Constitution Amendment Bill (15 September 2025)

Regulatory Systems (Internal Affairs) Amendment Bill (24 September 2025)

Review of Standing Orders 2026 (25 September 2025)

Land Transport (Clean Vehicle Standard) Amendment Bill (No 2) (26 September 2025)

Antisocial Road Use Legislation Amendment Bill (30 September 2025)

Carter Trust Amendment Bill (2 October 2025)

Regulatory Systems (Transport) Amendment Bill (2 October 2025)

Summary Offences (Demonstrations Near Residential Premises) Amendment Bill (6 October 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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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.

OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS

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

EMPLOYMENT RELATIONS CONSULTANTS

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

LEGAL

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

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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.

Our Employer Advisors are well trained and comprise a mixture of legal and business backgrounds. They understand your issues and can help advise you on legal requirements and best practices. They are backed up by a large resource base they can call on to support with you with written resources, guides, and templates.

TRAINING SERVICES

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

Whether it be best practice processes under the Employment Relations Act and the Health and Safety at Work Act, leadership training or personal development, the Business Central training team are dedicated to facilitating your business's professional learning.

For more information about Business Central's public and customised in-house courses, or to register for a course, contact the team today.

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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.

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

UPCOMING PUBLIC HOLIDAYS

Labour Day - Monday, 27 October 2025
Christmas Day - Thursday, 25 December 2025
Boxing Day - Friday, 26 December 2025
New Year's Day - Thursday, 1 January 2026
Day after New Year's Day - Friday, 2 January 2026

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.