

New Zealand

Fixed Term Contracts

Fixed-term contracts are permitted in New Zealand but require reasonable grounds. If it is later determined that there was not sufficient support for the contract to be fixed, it will be treated as though it was permanent.

Probationary Periods

New Zealand considers a “probationary period” an opportunity to assess a Worker’s skills, but does not lower the threshold for terminating a Worker. The Worker must be adequately assessed/provided an opportunity to improve and the standard termination procedure must be followed. A Worker can claim unfair dismissal.

Holidays

In addition to the 10 public holidays in New Zealand, each province’s anniversary day is also considered a holiday at the local level.

Vacation

All employees are entitled to 4 weeks of paid annual leave after each 12 months of continuous service, which does not expire. Workers may request to take holidays in advance of their annual entitlement. Workers must be given the opportunity to take at least two of the four weeks’ annual holiday continuously. Any accrued but unused leave is paid out upon termination.

Sick Leave

Most Workers are entitled to 5 days of sick leave for each 12-month period, which carries over year to year up to a maximum of 20 days unless otherwise agreed.

Working Hours

A Worker’s normal hours must be specified in the employment contract.

Overtime

There is no legal requirement that overtime hours be paid at a premium rate.

Termination

Except in cases of serious misconduct, Workers may only be terminated for a good reason and after following a fair and reasonable process. This includes providing reasonable written notice.

Resignation

Workers must give Client and/or Contractor two weeks’ notice of termination of their employment unless otherwise agreed by the parties.