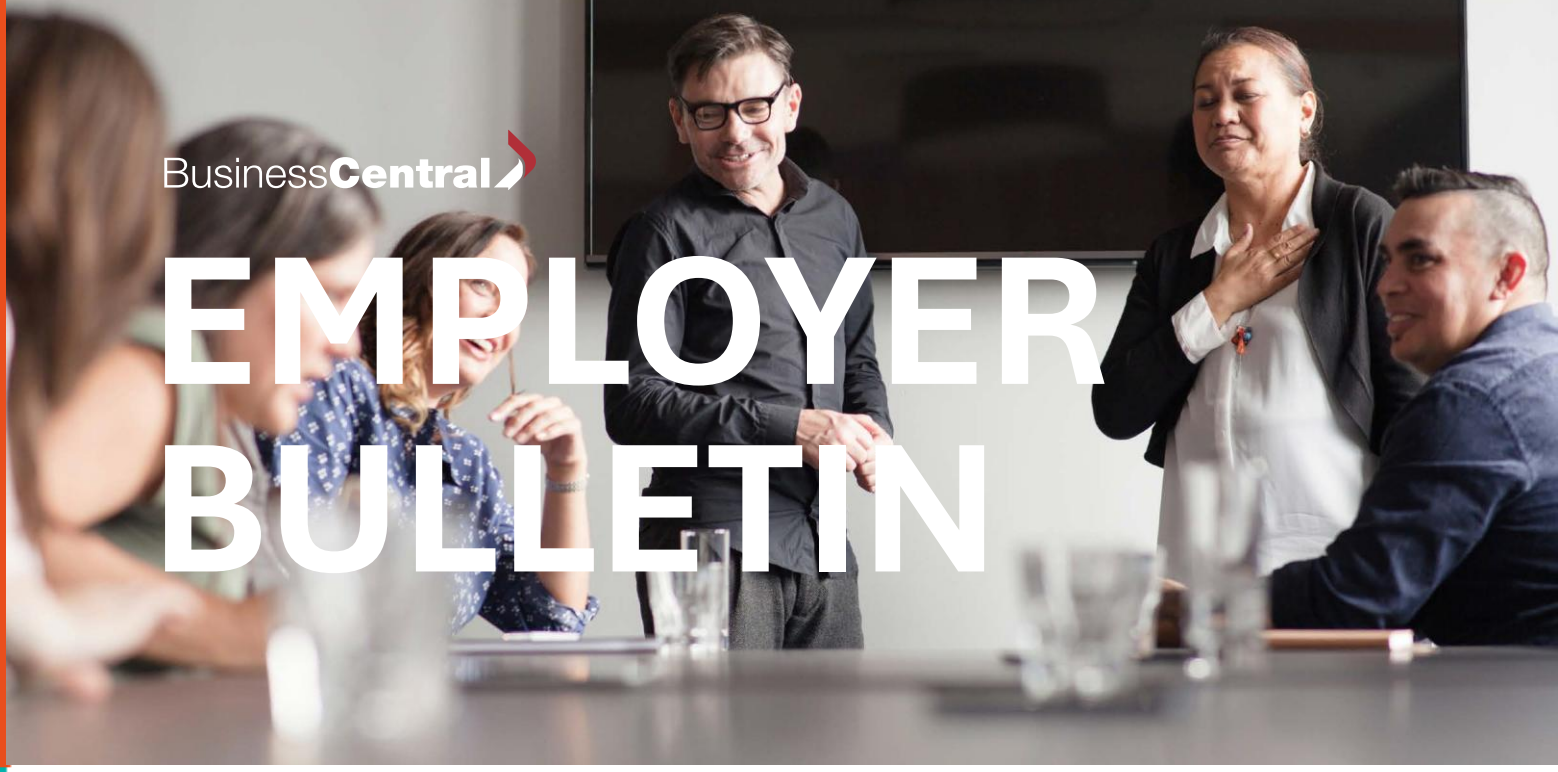


BusinessCentral

EMPLOYER BULLETIN

A Weekly News Digest for Employers

2 November 2026

EMPLOYMENT NEWS

Have quarterly technology investment update

The Ministry of Business, Innovation and Employment (MBIE) has released its first update on its major technology investment projects.

Four out of the previous 32 projects have moved to a green status and are now on track. One has been delivered and closed, although four moved from green to amber status. Projects rated amber or red have improvements underway.

Two projects, the FY2026/27 Hardware Refresh and Consumer Data Rights Phase 2, were added, and are both green and on track.

The next quarterly update is planned to be published in January 2027.

To read further, please click here.

Ministry of Business, Innovation and Employment [27 October2026]

Have your say on draft earthquake-prone building guidance

The Ministry of Business, Innovation and Employment (MBIE) is seeking feedback on draft guidance for how New Zealand's new Earthquake-Prone Building (EPB) system will work in practice.

"This guidance provides the practical detail needed to implement the Building (Earthquake-prone Buildings) Amendment Act 2026," says MBIE General Manager Building System Performance David Hall.

The draft guidance will provide practical instructions for territorial authorities, engineers and building owners on the new system, including how to apply the guidance and transition existing EPBs into and out of the new system.

"It explains which buildings will remain EPBs and what work is required for their EPB status to be removed. "We encourage building owners, territorial authorities, engineers and other interested people to share their feedback," Mr Hall says.

Consultation on the draft guidance will run from 27 October until 4 December 2026.

To read further, please click here.

Ministry of Business, Innovation and Employment [27 October2026]

Employment indicators: September 2026

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

The total seasonally adjusted filled jobs for the September 2026 month (compared with the August 2026 month) went up 0.3% (7,227 jobs) to 2.36 million filled jobs. This was higher by 22,791 jobs (1%) than in September 2025. Men specifically attained 8,190 more jobs (0.7%), and women 8,597 jobs (0.7%), than in September 2025.

On an accrual basis, the total gross earnings rose $524 million (3.4%) compared with September 2025. The total gross earnings for the September 2026 month were $16.1 billion.

Filled jobs in primary industries went up 0.4% (432 jobs), goods-producing industries went up 0.4% (1,584 jobs) and service industries went up 0.3% (5,177 jobs). The industries that experienced the largest changes were public administration and safety (up 6,041 jobs or 3.7%), and health care and social assistance (up 5,942 jobs or 2.1%).

Auckland (up 6,798 jobs or 0.9%) and Canterbury (up 6,519 jobs or 2.1%) experienced the biggest gross increases by region, but Otago was also up a similar percentage – 2.2% (2,638 jobs). All age groups saw an increase in jobs over 2.3% and many into 3%, but 65+ year olds experienced the greatest increase, going up 5,800 jobs (4.3%).

To read further, please click here.

Statistics New Zealand [28 October 2026]

Underlying performance gains continue but Sensitive Claims adding pressure

ACC's September month-end Turnaround Plan Report has now been released, outlining its latest performance results.

ACC tracks two measures of the long-term claims pool (LTCP), which is the number of clients who have been receiving weekly compensation for more than one year.

The first measure, the total LTCP excluding Sensitive Claims, reduced by 91 claims through September, contributing to a five per cent reduction in this portion of the pool over the past 12 months.

However, there were 2,936 Sensitive Claims in the month, an increase of 132 claims from August, offsetting the other reductions and meaning total LTCP increased by 41 claims overall.

Return-to-work rates were largely stable in September. While underlying performance is improving, Sensitive Claims are also having a growing impact on return-to-work rates, as backdated weekly compensation claims impact these measures.

To read further, please click here.

Accident Compensation Corporation [30 October 2026]

Work begins on Warkworth to Te Hana motorway

Breaking ground on one of New Zealand's most important transport infrastructure projects – Warkworth to Te Hana – marks a significant step towards greater economic growth for the upper North Island, Transport Minister Chris Bishop says.

Mr Bishop joined project partners, mana whenua and stakeholders today to turn the first sod on the Warkworth to Te Hana section of the Northland Expressway, kicking off construction on the first Road of National Significance in the wider Northland Corridor.

"The motorway is expected to prevent 145 deaths and serious injuries over its lifetime, save motorists between seven and ten minutes per journey, and take around 1,000 heavy vehicles a day off the existing SH1 route through Wellsford and Te Hana."

The motorway will provide an alternative to the existing State Highway 1 (SH1) route through the Dome Valley.

"The project is expected to cost $3.65 billion," Mr Bishop says. “It has a positive Benefit Cost Ratio of 1.6, including wider economic benefits, meaning the economic benefits are expected to outweigh the costs.”

"The construction of this motorway will also provide a significant boost to the local economy, with around 60 per cent of physical works expenditure expected to flow through local supply chains.

"The project will support around 400 site-based roles, growing to approximately 1,000 people during main construction.

"Northway has also committed to supporting workforce development through internships, apprenticeships, graduate roles and school-to-work pathways, with a particular focus on opportunities for local communities, Māori and Pasifika."

The motorway is expected to open to traffic in 2033.

To read further, please click here.

New Zealand Government [30 October 2026]

Northland to get fourth Rural Training Hub

Northland will soon have a Rural Training Hub to help grow the rural health workforce and improve access to healthcare for communities across the region, Associate Health Minister Matt Doocey announced.

“One in five New Zealanders live in rural communities, and they should not be disadvantaged when it comes to accessing timely, quality healthcare,” Mr Doocey says.

"Rural communities know that when you train people locally, they're far more likely to stay local."

The Northland Rural Training Hub follows announcements for South Taranaki, Wairoa and the West Coast. The hub will support education and training across rural primary, community and hospital services.

"It will support students into clinical placements, create stronger training pathways and provide pastoral support to help attract and retain frontline health workers across Northland.

"It will also give more people exposure to rural health careers and strengthen the pathway between undergraduate and postgraduate rural training."

To read further, please click here.

New Zealand Government [29 October 2026]

Up to 98-hour weeks, paid for 40: Christchurch motel owner sentenced for exploiting migrant workers

A Christchurch motel owner who forced migrant workers to be on call from early morning until late at night, 7 days a week, while paying them for only a fraction of the hours worked, has been sentenced for migrant exploitation offences.

Jian Li, owner and operator of Fei Huang Teng Da Ltd, trading as 315 Motel Riccarton, was sentenced in the Christchurch District Court on 28 October 2026 after pleading guilty to 7 migrant exploitation charges under the Immigration Act 2009.

Li was sentenced to 7 and a half months' home detention. Fei Huang Teng Da Ltd had earlier been sentenced on 29 May 2026 after pleading guilty to 7 migrant exploitation charges. The company was ordered to pay $115,077.26 in reparations.

The offending involved 4 migrant workers employed as motel managers between February 2017 and December 2021. They were required to live on-site and effectively run the motel operation, including staffing reception from 7.30am until 9.30pm every day of the week. Despite working between 84 and 98 hours each week, they were generally paid for only 40 hours.

The Immigration New Zealand (INZ) Investigations National Manager Jason Perry said the case showed that employers who take advantage of workers who rely on them for both their job and their right to stay in New Zealand will be punished.

"These workers weren't just working the occasional long day. They were essentially running the motel from morning until night, 7 days a week, while being paid for only a fraction of the hours they worked. That's simply not acceptable."

Mr Perry said migrant workers have the same workplace rights as anyone else in New Zealand.

To read further, please click here.

Immigration New Zealand [29 October 2026]

Employment Relations Authority: Five Cases

Court finds Authority did not consider company values

Mr Faitala and Mrs Vea (the appellants) were employed by the Pacific Island Business Development Trust (the Trust) until their roles were made redundant in June 2023. Mr Faitala was general manager for programme services and clients, and Mrs Vea was corporate services manager. The appellants appealed aspects of the Employment Relations Authority (the Authority)'s finding, to the Employment Court (the Court). They challenged the Authority's finding of no disadvantages and having declined penalties. They also argued it set their compensation and lost remuneration too low. They sought 12 months' lost wages each and higher compensation.

The Trust, which supports Pasifika business and employment, incorporated Pasifika values including respect, family, community and reciprocity into its employment relationships. In early 2023, new chief executive Ms Los'e began a *"reset"* after concluding the structure was no longer fit for purpose. It proposed disestablishing five roles, including both plaintiffs' roles, and creating nine.

During consultation, the Trust sought information, time and clarity about redeployment. Mr Faitala called the process a *"tick-box exercise"*. On 16 June 2023, Ms Los'e promised to respond to Mr Faitala's feedback. but instead terminated his employment. Mrs Vea had identified possible alternative roles but was dismissed after being told she lacked the skills for them, without evidence that the stated selection process or a customer service alternative had been properly considered.

The Authority accepted there were substantive reasons to restructure generally but found no solid basis for selecting the now-appellants' roles. Relevant reports, reviews and a capability matrix had been withheld throughout the consultation process; their questions and feedback were not meaningfully addressed, with promised engagement failing to occur; and redeployment was not properly explored.

The Authority found the dismissals unjustified but rejected the separate disadvantage grievances and claims for penalties, awarding Mr Faitala one month and Mrs Vea two months of lost wages, $25,000 each for humiliation and distress, and $1,000 each for lost vehicle and phone benefits. The appeal therefore centred on whether the disadvantage grievances should also have been upheld and whether the remedies were sufficient, while the Trust maintained that separate disadvantage remedies would duplicate recovery, that the awards already made were adequate, and that the threshold for penalties had not been met.

On appeal, The Court held that withholding information, failing to answer questions or consider redeployment, and breaching contractual obligations unjustifiably disadvantaged the plaintiffs during employment. The Trust also failed to observe its incorporated Pasifika values, particularly respect, reciprocity and care. The Court reassessed compensation considering both the dismissal and disadvantage grievances, but based on the single instance of fallible conduct.

Both plaintiffs took reasonable steps to reduce their losses. Mr Faitala searched for work despite surgery and earned about $52,000 in the following year, compared with his former $170,000 salary. His openness with prospective employers about the grievance was not unreasonable. Mrs Vea worked with a WINZ broker, applied widely for new work and studied to improve her prospects. Her study did not break causation; the absence of a reference and limited market for her Pasifika language skills also affected her prospects.

The Court rejected the argument that the appellants' choices caused their continuing losses and found a fair process probably would have produced redeployment. Mrs Vea would have accepted the customer service role and could reasonably expect another 12 months' employment. Mr Faitala distrusted the process and viewed the new roles as demotions, although he would have accepted a lesser role rather than unemployment. Allowing for those contingencies, six months' remuneration was appropriate for him.

The Court found the Authority's emotional-harm awards were insufficiently explained and did not reflect all the evidence. Mr Faitala suffered substantial shame, humiliation and damage to his family and community standing. Mrs Vea, as her family's principal earner, fell behind on rent, faced eviction, defaulted on loans, lost her vehicle and relied on food parcels, while experiencing shame, isolation, migraines and family strain. The Court set global compensation at $30,000 for Mr Faitala and $45,000 for Mrs Vea.

Penalties were still declined. Although the Trust breached good faith and the employment agreements, its conduct was not deliberate, serious or sustained. The restructure was genuine but poorly managed through inexperience and inadequate support, and no special feature justified a further penalty for failing to consider redeployment.

The Authority's findings on disadvantage, lost wages and compensation were set aside. The awards for lost benefits were also set aside because the vehicle and phone were tools of trade. The Trust was ordered to pay Mr Faitala six months' lost wages, less the earlier award and income earned, and Mrs Vea 12 months' lost wages, less the four-week ex gratia payment and two months already awarded. It was also ordered to pay compensation of $30,000 and $45,000 respectively.

Faitala v The Pacific Island Business Development Trust [[2026] NZEMPC 53; 19/03/26; Judge King]

Employee's misconduct does not justify unfair process

Mr Dos Santos was employed by Nresh Group Ltd (Nresh) as a painter's assistant. He raised a personal grievance for unjustified disadvantage and dismissal, seeking remedies. He also sought wage arrears, holiday pay and penalties for contractual breaches and failure to comply with statutory obligations.

Mr Dos Santos contacted Mr Silva, Nresh's director and shareholder, through a mutual contact. On 16 August 2023, he did a one-week trial and then worked on a few occasions. He received a formal written job offer and employment agreement from Nresh on 29 October 2023, leading to

his Accredited Employer Work Visa being granted on 28 November 2023, allowing him to work for Nresh in Auckland.

On 21 May 2024, Mr Silva overheard Mr Dos Santos and some colleagues speaking ill of him and Nresh. Mr Silva invited Mr Dos Santos to a short meeting, where he informed him that he was dismissed because of his friendship with his colleagues. The colleagues involved were also dismissed. Later that afternoon, Mr Dos Santos received an email from Mr Silva confirming his dismissal, that would be effective two weeks from that date. The email stated that the decision was made according to Nresh's policies and procedures after careful review of his performance and conduct.

On 23 May 2024, Mr Dos Santos and his colleagues told Mr Silva that he should not have dismissed them in that way. Mr Silva's response was that he could do whatever he wanted since the business was his. Then he told them he could call immigration or they could keep their visas if they did not talk about him outside of work. The other colleagues agreed to continue working, Mr Dos Santos did not.

Mr Dos Santos claimed he was unjustifiably disadvantaged by the hostile work environment. It was alleged that Mr Silva made threatening, harsh and unreasonable comments to him. These comments included threats to fire him, threats in relation to his visa conditions, and accusing him of working for other employers without evidence or reasonable cause. The Employment Relations Authority (the Authority) concluded in favour of Mr Dos Santos' account, that Mr Silva indeed made those comments.

In terms of the unjustified dismissal claim, the Authority found Nresh failed to show it followed a fair process or have substantive justification to dismiss Mr Dos Santos. The Authority acknowledged that Nresh's actions to put Mr Dos Santos on notice for his conduct and performance was reasonable, even if not formally documented, since it was a small business with no human resources function. However, the dismissal meeting did not give a sufficient opportunity for Nresh to raise its concerns and provide all relevant information to Mr Dos Santos, or an opportunity to comment before the final decision. Furthermore, Nresh did not follow a fair process with the other employees, which indicated the dismissal was unrelated to conduct or performance issues but instead the personal friendship between Mr Dos Santos and his colleagues.

Mr Dos Santos claimed he was not paid when there was a shortfall of hours available. Nresh disputed this and argued Mr Dos Santos agreed to reduced hours when there was no work available. However, there was no evidence of a variation, and his payslips demonstrated he was not paid for his minimum contracted 40 hours for several weeks. The Authority concluded Mr Dos Santos was owed $2,689.15 in wage arrears, and time and a half for two public holidays and alternative holidays.

The Authority determined Mr Dos Santos should be reimbursed $1,440 in lost wages. For compensation, the Authority found it appropriate to award $5,000 for the disadvantage grievance, and $20,000 in relation to the dismissal. Interest was to be applied to the wage arrears and holiday pay. Additionally, Nresh was ordered to pay a penalty of $3,000 for record-keeping, public holiday pay, and good faith breaches, with $1,500 payable to Mr Dos Santos.

Dos Santos v Nresh Group Ltd [[2026] NZERA 363; 9/06/26; S Blick]

Employee's concerning driving upheld as serious misconduct

Bidfood Ltd (Bidfood) employed Ms Cunard as a delivery driver/store person holding class 1 and 2 licences from 27 February 2023 until she was dismissed for serious misconduct on 16 January 2025. She claimed she was unjustifiably dismissed and disadvantaged by being required to work long hours and drive an unfamiliar route. Bidfood denied the claims, submitting that based on her number of incidents while driving work vehicles, it had lost trust and confidence in her ability to continue driving safely in her employment.

Cunard's role involved both driving and store duties such as picking and loading stock for delivery, but driving was its primary component. At the start of her employment, she undertook various training modules relating to her role.

In the first month and a half of employment there was four recorded *"at fault"* incidents when she was driving. She was issued with a written warning. Shortly after, Bidfood engaged an external driving assessor to assess Ms Cunard's truck driving for six hours. This identified issues with reversing, spatial awareness and mirror use. The assessor provided coaching and recommended a follow up assessment in four weeks to gauge improvements, but this did not occur.

Ms Cunard was moved to a truck with a reversing camera, but further driving incidents occurred. After returning from an extended period of ACC leave in August 2024, Ms Cunard was involved in five more incidents. Following these, Bidfood engaged in a post-incident drug test performed by an external agency, which came back positive for affecting medication. Bidfood requested medical information about Ms Cunard's prescribed medication including the dosage and any potential side effects. While awaiting this information, Ms Cunard was not permitted to drive Bidfood vehicles.

Bidfood commenced an investigation into Ms Cunard's 13 at-fault vehicle incidents and whether she had failed to disclose that prescribed medication could impair her driving. During the investigation, Ms Cunard attributed the incidents to factors including parked vehicles as obstacles, unfamiliar routes and working conditions, and maintained that her driving had not placed others at risk. Bidfood ultimately did not uphold the medication allegation but considered the pattern of driving incidents demonstrated negligence and that it had lost trust and confidence in Ms Cunard's ability to drive safely. Ms Cunard challenged Bidfood's reliance on earlier warnings and sought a warning and further training instead of dismissal. Bidfood maintained its decision and dismissed her for serious misconduct on 16 January 2025.

The Employment Relations Authority (the Authority) assessed whether Bidfood had acted as a fair and reasonable employer, in deciding Ms Cunard's incidents constituted serious misconduct warranting dismissal. It found Bidfood had followed a fair process by putting forward the allegations concerning Ms Cunard's incidents and undisclosed medication, and gave her an opportunity to respond. It rejected her claim that her responses had been dismissed and found Bidfood was entitled to consider her previous driving warning and earlier incidents.

The repeated incidents were capable of amounting to serious misconduct under the employment agreement, which included negligent acts causing injury or damage. Of particular concern was Ms Cunard's inadequate approach to reversing despite having received specific training, and her failure to recognise the ongoing safety risk. Given driving was the primary component of her role, the Authority found that Bidfood could reasonably conclude that the repeated incidents demonstrated negligence and that it had lost trust and confidence in her ability to drive safely. In those circumstances, dismissal fell within the range of responses available to a fair and reasonable employer.

The Authority then considered whether Ms Cunard had been unjustifiably disadvantaged. It rejected her claim that she had been required to work longer hours than legally permitted. It also rejected her argument that she had been disadvantaged by being assigned an unfamiliar driving route after her time away from work, noting that her employment agreement did not provide for a permanent or single route. The Authority found that Ms Cunard had not been unjustifiably disadvantaged during her employment.

The claims of unjustified dismissal and unjustified disadvantage brought by Ms Cunard against Bidfood were unsuccessful.

Cunard v Bidfood Ltd [[2026] NZERA 752; 18/09/2026; Ms Baker]

Point too quickly reached in conclusion of redundancy

Ms Go was employed from 2019 as an estimator, initially by Tamaki Building Supplies Ltd and later by Point Ltd (Point), after associated company changes. Ms Go brought claims in the Employment Relations Authority (the Authority), alleging unjustifiable dismissal and unjustifiable disadvantage arising from a redundancy process.

Ms Go worked from the East Tāmaki office, while the rest of Point's estimation department, including her direct manager, was based in a different Auckland suburb, Avondale. She said this did not create operational difficulty because she was experienced and only needed to consult others occasionally.

By 2024, Point was experiencing a significant reduction in incoming plans to be estimated. Earlier restructuring across the wider business had resulted in redundancies, although the estimation department was not then affected. The company had already tried measures such as reduced hours for the Estimation Manager, a hybrid estimating/detailing role, encouraging annual leave, and approving extended leave. Ms Go was aware of this reduced workload.

On 3 October 2024, Point emailed the estimation team advising that it was reviewing the department because of the continuing downturn. Feedback was sought within seven days. Ms Go was the only team member to respond. She proposed alternatives to redundancy, including reducing paid hours across the team so the overall saving would equal one full-time role. Point instead decided to continue consultation about disestablishing one estimating position.

Point assessed team members against accuracy, attitude, attendance, skill set and cost to the business, with cost being the main factor. Ms Go was the highest-paid estimator below the manager. However, Point accepted that it did not tell Ms Go or the rest of the team what selection criteria would be applied. No other estimator was interviewed.

Ms Go attended a meeting on 15 October 2024 where she was told her position might be surplus. She repeated her reduced-hours proposal, said she intended taking leave in February 2025, and raised possible retraining or redeployment into detailing work. Point's view was that she lacked current detailing knowledge and had not completed training or used the current software. In the next meeting on 17 October 2024, Ms Go again pressed her own proposal, but Mr Aro (general manager operations) read from a pre-prepared letter confirming the restructure and disestablishment of her role. Her employment ended that day.

Point accepted aspects of the process were flawed, particularly the failure to disclose selection criteria. The main issues were compensation, lost wages, and whether penalties should be imposed.

The Authority accepted there was a genuine business reason for restructuring. The reduction in estimation work was supported by the evidence. It also accepted that Point was entitled to regard Ms Go's location at East Tāmaki, away from the Avondale-based team and manager, as relevant to operational efficiency. Although Ms Go later said she would have relocated to Avondale, she had not raised that possibility during consultation.

The Authority found redeployment should have been discussed, but accepted the evidence that detailing was not suitable in the circumstances and that no suitable alternative roles were available following the earlier restructure. It also found Point should have taken more time to consider Ms Go's proposal. However, the proposal had no supporting calculations or roster, had not been canvassed with affected employees, and would have required consultation with the wider team. There was no guarantee other estimators would have agreed, that the necessary savings would have been achieved, or that Ms Go's role would have been saved.

Overall, the Authority found the redundancy rationale was genuine and not based on irrelevant or inappropriate factors. However, the process was flawed, particularly because Point failed to disclose the selection criteria, did not adequately consult, did not properly discuss redeployment, misunderstood Ms Go's proposal, and acted too hastily. The dismissal letter had been prepared and signed before the final meeting, indicating the outcome had effectively been decided.

Ms Go was therefore found to have been unjustifiably dismissed and unjustifiably disadvantaged. The Authority awarded compensation of $18,000. It noted that lost wages are not usually awarded in a genuine redundancy situation, where proper process probably would not have changed the decision to disestablish her role. However, a fair process may have delayed the dismissal. Point was therefore ordered to also pay four weeks' lost wages, calculated as $5,769.23.

Go v Point Ltd [[2026] NZERA 369; 11/06/26; E Robinson]

No fixed hours means no fixed employment status

Renew Wellness Place Ltd (Renew Wellness) ran a wellness treatment centre in Parnell, Auckland. Ms Jimenez and Ms Moreira (the applicants) were engaged under short *"contractor agreement"* documents. The Applicants sought a preliminary finding from the Employment Relations Authority (the Authority) that they were employees, enabling other personal grievance claims.

Renew Wellness was a new business. Ms Jimenez assisted as clinic manager, covering daily operations, services, rostering, administration, team meetings and staff support. Ms Moreira was customer services supervisor, handling reception, administration and clinic support. Ms Jimenez was paid $40 per hour, or $60 for lymphatic massage; Ms Moreira earned $35 per hour, including car parking, with time and a half on public holidays. Both invoiced fortnightly, managed their own tax, wore uniforms and worked substantial hours, especially early on.

As the year progressed, concerns arose about finances and rostering. Renew Wellness considered the contractor hours exceeded business needs, while Ms Jimenez and Ms Moreira argued pricing, services and commercial settings were what needed change. In October 2024, Renew Wellness began considering moving from contractors to employment with minimum hours. Discussions became difficult, and both applicants ended their agreements in December 2024.

The applicants relied on their work, hours, uniforms, integration into the business, their anticipation of employment, and payments resembling leave. Renew Wellness said the contractor agreements reflected the parties' bargain: the applicants controlled hours and rostering, had no guaranteed work, invoiced, and managed their own tax.

The Authority applied the legal test from the Employment Relations Act 2000. It also considered the real nature of the relationship, intentions, written terms, practical operation, as well as the control and integration involved, and fundamental and economic reality. Some facts pointed both ways because employees could have performed similar work, but context was important.

Renew Wellness was small and new, the applicants were capable and not vulnerable or pressured, and the shape of the agreements were not just *"window dressing"*. Ms Moreira had negotiated her own changes at the time, and these did not include seeking annual leave, sick leave or KiwiSaver. Neither of the applicants' final arrangements featured leave.

The Authority found little divergence from the contracts in practice. Ms Jimenez largely performed the clinic management, rostering, administration and policy duties in her agreement; Ms Moreira largely performed the customer service and clinic support duties in hers. Ms Moreira sometimes did extra rostering or process-improvement work, but this was not shown to be directed by Renew Wellness or to make the contracts artificial. The agreements set no fixed days or minimum hours; the applicants could work flexibly, choosing their own number of hours worked, which accommodated study, other work or personal commitments. High or regular hours did not prove employment because Renew Wellness did not impose them.

The control test favoured contractor status. After set-up, the director had limited involvement and did not closely monitor daily work. Ms Jimenez significantly controlled rostering for herself and others, and both applicants generally provided only high-level company updates.

The integration test gave some support for employment because the applicants wore uniforms and appeared to clients as part of Renew Wellness, but was treated as neutral overall. The fundamental test favoured contractor status: the applicants brought their own skills, could pursue other work or activities, invoiced Renew Wellness, managed tax, and could work fewer hours without penalty. Ms Jimenez's lymphatic massage work using her own equipment also supported economic independence.

Evidence from other workers also supported the applicants' contractor status. They described the model as flexible, with no guaranteed hours, and said Ms Jimenez and Ms Moreira helped explain and administer it. Payments to Ms Moreira while overseas and paid professional development days for Ms Jimenez were commercial generosity or support, not holiday entitlements.

The Authority found both applicants were independent contractors and dismissed their application for employee status.

Moreira v Renew Wellness Place Ltd [[2026] NZERA 352; 08/06/26; M Piper]

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: Six Bills

References to Tiriti o Waitangi/Treaty of Waitangi Amendment Bills

Building Amendment Bill

Local Government (Rates Capping) Amendment Bill

Taxation (Annual Rates for 2026-27, FBT Simplification, Foreign Investment Funds, and Remedial Measures) Bill

Ngāti Mutunga o Wharekauri Claims Settlement Bill

Rēkohu Wharekauri Shared Redress Bill

There are currently no select committees following the dissolution of the 54th Parliament on 1 October 2026.

As a result, no closing date has been set on bills currently open for submissions. However, the public is encouraged to submit by 1 December 2026, so submissions are processed and readied in time for the next Parliament.

Overviews of bills and advice on how to make a select committee submission are available at: New Zealand Parliament - Make a submission