A-Z Guide

EASTER AND ANZAC DAY 2025



Dates

Good Friday	Friday 18 April 2025
Easter Sunday	Sunday 20 April 2025
Easter Monday	Monday 21 April 2025
ANZAC Day	Friday 25 April 2025













Good Friday

Good Friday is a public holiday, and it is also one of the 3.5 days a year when the Shop Trading Hours Act 1990 requires most shops to close.

Easter Sunday

Easter Sunday is not a public holiday and is therefore treated like any other Sunday in relation to employment. Easter Sunday is however subject to shop trading restrictions with very limited exceptions.

If your business normally operates on a Sunday and you do not require employees to work on Easter Sunday, it is recommended you consider how the day will be managed and discuss your requirements with employees. Annual leave or changes in rostered days may be considered as options as long as you comply with the Holidays Act 2003 requirements and any relevant terms of employment. If unable to agree on an alternative, you may have an obligation to provide employees with pay for the day.

Shop trading restrictions

If you are affected by shop trading restrictions on Easter Sunday, consider whether other work can be provided to your employees that does not involve trading to the public, for example, stocktaking or administrative work.

Shop trading - local council policy and notice to employees

If you intend to trade on Easter Sunday, first check whether this is permitted under a local council policy. Local councils are able to form a policy allowing shops to choose whether to open on Easter Sunday. If you require your employees to work on the day, you will need to start the process early – employees must be given at least 4 weeks' (but not more than 8 weeks') notice of the requirement to work on Easter Sunday, and they have the right to refuse.

Easter Monday

Easter Monday is a public holiday.

ANZAC Day

ANZAC Day is a public holiday and is also subject to shop trading restrictions.

Shop trading restrictions

Shop trading restrictions apply up to 1pm Friday 25 April 2025.

Refer to the <u>A-Z Guide on Shop Trading Restrictions</u> for more information about the process.













Public holidays - Good Friday, Easter Monday and ANZAC Day

All employees for whom the public holiday would be an otherwise working day, are entitled to a paid public holiday day off.

Employees who work on the public holiday are entitled to be paid time and a half. If the public holiday falls on a day which, but for the public holiday, would otherwise be a working day for the employee, the employer is also required to provide the employee with 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 for an employee

In most situations it will be clear whether the day on which the public holiday falls would be an otherwise 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

Annual holidays, public holidays, termination of employment

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

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 holiday's entitlement an employee has when their employment ends. Employees become entitled to 4 weeks' annual holidays at the end of each completed 12 months of continuous employment.













Remember

· Please note that this guide is not comprehensive. It should not be used as a substitute for professional advice.

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