Employment Court of New Zealand

Larsen v Fire and Emergency New Zealand [2025] NZEmpC 126 (26 June 2025)

Last Updated: 30 June 2025

IN THE EMPLOYMENT COURT OF NEW ZEALAND AUCKLAND

I TE KŌTI TAKE MAHI O AOTEAROA TĀMAKI MAKAURAU

[2025] NZEmpC 126
EMPC 210/2024

IN THE MATTER OF	a challenge to a determination of the Employment Relations Authority
BETWEEN	JONATHAN LARSEN Plaintiff
AND	FIRE AND EMERGENCY NEW ZEALAND Defendant

Hearing:	17-18 February 2025 (heard at Auckland)
Appearances:	S Mitchell KC and A P Drumm, counsel for plaintiff G Davenport, counsel for defendant
Judgment:	26 June 2025

JUDGMENT OF JUDGE J C HOLDEN

[1] This judgment resolves a non-de novo challenge brought by Jonathan Larsen to a determination of the Employment Relations Authority.1 The challenge relates to the Authority's finding that Mr Larsen did not have a personal grievance arising from the failure of Fire and Emergency New Zealand (FENZ) to engage him at the Whangārei Fire Station from 3 July 2019.

1 *Larsen v Fire and Emergency New Zealand* [2024] NZERA 318.

The case has its genesis in an appointment process

[2] Mr Larsen has been employed as a firefighter since late 1999. From 14 March 2017, Mr Larsen was employed under an individual employment agreement that mirrored the terms and conditions of employment contained in the collective agreement between FENZ and the New Zealand Professional Firefighters' Union (NZPFU). He was based at St Heliers Fire Station.

[3] On 17 October 2017, Mr Larsen applied for a vacancy for a station officer role based in Whangārei. In so doing, Mr Larsen relied on compassionate grounds for making the application. This was because his elderly father lived near Kaiwaka and had health issues, and Mr Larsen wished to live close by to support his father.

[4] Under FENZ's policy, and included in both the collective agreement and Mr Larsen's individual employment agreement, where an employee has genuine and compelling compassionate grounds for appointment, that employee is given priority over other applicants. In order to meet the criteria, the employee must demonstrate a compelling domestic or personal situation, which requires the worker to live in, or close to, the district within which the vacancy arises, and which did not exist at the time that the employee was engaged.

[5] Based on the information he initially provided, Mr Larsen's request for recognition of compassionate grounds was declined. His application was considered on its merits and was unsuccessful.

[6] Mr Larsen appealed his non-appointment, using FENZ's internal appeal process, but his appeal was unsuccessful.

[7] Mr Larsen then raised a personal grievance for unjustifiable action on the basis that FENZ reached its decision on the question of whether he had compassionate grounds without providing Mr Larsen with the opportunity to make full submissions, or the opportunity to comment. In early 2018, Mr Larsen commenced proceedings in the Employment Relations Authority.

[8] Subsequently, FENZ agreed to conduct a second appeal process, with a new panel.

[9] On 6 August 2018, the decision of the second review panel was released, finding that the compassionate grounds provided by Mr Larsen were made out.

[10] On 13 August 2018, Mr Larsen and FENZ attended mediation with their respective lawyers to try to negotiate a practical solution that would enable Mr Larsen to be placed in a station officer role in Whangārei without displacing the successful applicant. At that mediation, the parties resolved the matter, including the proceedings then before the Authority. They recorded their resolution in a record of settlement, which included:

1. Jonathan Larsen is hereby appointed as a permanent Station Officer in Whangārei, but his commencement date is deferred based on the following:
    1.1 Jonathan will remain in his current role at St Heliers Fire Station.
    1.2 If a permanent Station Officer slot becomes available in Whangārei between now and October 2020, that position may, at FENZ's discretion, be offered to Jonathan.
    1.3 If such a slot is offered under cl 1.2, Jonathan will have four weeks to confirm or decline. If Jonathan declines the slot, there will be no further obligation on FENZ in relation to this Record of Settlement, and Jonathan will remain in his current role at St Heliers. If however Jonathan accepts that slot, he shall commence that slot within two weeks of acceptance.
    1.4 If no slot is offered under cl 1.3 prior to November 2020, he will commence his duties as Station Officer in Whangārei, effective from November 2020, subject only to him having advised FENZ on no less than three months' prior notice (so provided no later than 1 August 2020) that he will not be taking up that role, in which case he will stay in his role in St Heliers.

[11] In entering into that agreement, FENZ understood that the NZPFU had no objection to a practical solution that would allow Mr Larsen to transfer to a station officer role in Whangārei without disturbing the earlier appointment.

[12] On 15 May 2019, Mr Larsen was offered a permanent station officer position in Whangārei on the basis of standing and projected staffing levels at the Whangārei station. Mr Larsen accepted that offer and was due to commence the role on 3 July 2019.

[13] When NZPFU learnt of that appointment, it raised a dispute on the basis that the appointment would have Whangārei going over establishment without complying with the collective agreement, as there had been no active vacancy at the Whangārei station. Further, it said that if, after the requirements of the collective agreement had been complied with, it was determined that Whangārei would go over establishment, then the vacancy and appointment policy would apply, which would require advertising of the position and appointing the best-suited person to the role. It sought to have Mr Larsen's appointment withdrawn.

[14] The NZPFU's objection to Mr Larsen's appointment was unexpected. It did, however, raise a concern for FENZ that FENZ would be unsuccessful if the matter was litigated. This is because under the Fire and Emergency New Zealand Act 2017 (FENZ Act), vacancies must, if practicable, be notified in a manner sufficient to enable suitably qualified persons to apply for the position, and appointments have to be on merit.2 This statutory requirement is also mirrored in the collective agreement and Mr Larsen's individual employment agreement.

[15] On 24 June 2019, Mr Larsen emailed FENZ advising that he had been told by the local NZPFU representative that there was considerable dissent amongst staff at Whangārei about his appointment; the union representative believed that staff would not change their position and resented his appointment, blaming him for the way that it had arisen; the representative told Mr Larsen that he believed that if Mr Larsen was to take up the appointment, there would be an enduring unpleasant work environment at Whangārei Station. Mr Larsen expressed concern to FENZ that an unsafe work environment may arise and asked that FENZ institute any measures required to prevent potential health and safety at work issues.

2. Fire and Emergency New Zealand Act 2017, ss 26 and 27. See also *Draper v New Zealand Fire Service Commission* [2001] ERNZ 277 at 283-286. Neither party raised an issue in these proceedings as to whether FENZ's compassionate grounds policy was consistent with the requirement that appointments be on merit.

[16] On 26 June 2019, FENZ wrote to Mr Larsen about the dispute with the NZPFU. FENZ said that:

On the basis of the peace clause of the CEA and your mirror agreement, we are therefore obliged to maintain the status quo that existed when the dispute arose, and therefore are unable to proceed with your appointment to the role in Whangārei at this time.

[17] The peace clause referred to provides:

It is agreed that no worker shall discontinue or impede normal work, either totally or partially, because of any matter that is the subject of the observance of this procedure [being the dispute procedure] and the employer shall ensure that the circumstances which prevailed in each brigade prior to the matter becoming subject to this procedure shall be maintained until the dispute has been resolved.

[18] FENZ said that it was willing, in the interim and until the dispute with the NZPFU was resolved, to offer Mr Larsen a secondment to Whangārei with the same starting conditions and watch placement as had been discussed. FENZ acknowledged that the situation was undesirable and said it would be responding to the substantive merits of the NZPFU's dispute once it took legal advice. It said, however, that it was possible that Mr Larsen would need to wait until the original agreed date, or until another position became available, to take up an established station officer position.

[19] The offer of a secondment was not accepted by Mr Larsen with Simon Mitchell KC, his representative, advising that Mr Larsen expected FENZ to comply with the record of settlement which, Mr Mitchell said, represented the status quo.

[20] In Court, Mr Larsen said that he did not accept the secondment offer because it would require him to transfer temporarily to a position he was already appointed to, and he suspected that nothing was going to happen to resolve the issues with the NZPFU. He also was concerned that accepting the secondment might undermine his permanent position in Whangārei. It seems these reasons were not previously articulated by Mr Larsen to FENZ.

[21] On 1 July 2019, Mr Larsen went on paid sick leave. At that stage his medical certificate said that he was unfit for work for two weeks. In the event, he was on paid sick leave, or light duties, until April 2021.

[22] On 2 July 2019, Geoff Davenport, counsel for FENZ, wrote to Mr Larsen, care of Mr Mitchell, reiterating that the initiation of a dispute by the NZPFU triggered the peace clause in both the collective agreement and Mr Larsen's mirror individual employment agreement, but that FENZ would cooperate with urgent proceedings. The offer of the Whangārei secondment in the interim was repeated.

[23] FENZ also sought Mr Larsen's agreement to FENZ, the NZPFU and Mr Larsen and his lawyer, all attending mediation together, but that offer was declined. Mr Mitchell advised that Mr Larsen would be filing a request for mediation, but only for mediation with FENZ. He said that Mr Larsen's view was that he was not in dispute with the NZPFU and that he did not want to attend mediation with them.

[24] A mediation between Mr Larsen and FENZ occurred on 6 August 2019 but unfortunately did not resolve matters.

[25] In mid-October 2019, FENZ advised Mr Larsen that a station officer in Whangārei had retired, opening up a new slot. FENZ proposed that:

(a) It notify the position.
(b) Mr Larsen apply for the position relying on compassionate grounds (which FENZ said it assumed still applied).
(c) Subject to there being no more compelling compassionate grounds applications from another applicant, it was likely Mr Larsen would be appointed.
(d) He would then commence as a station officer based in Whangārei without there needing to be any litigation around the May slot.

[26] That offer was not accepted. Mr Larsen indicated to the area manager, however, that he was interested in a role in training. On that basis, in July 2020, FENZ offered him a role as a senior trainer. At that point, Mr Larsen raised an issue he had raised in June 2017 regarding what he said was the underpayment of superannuation and KiwiSaver. He later advised, through Mr Mitchell, that in order for the trainer role to be accepted, the superannuation matter would also need to be resolved.

[27] FENZ advised that it would not be altering its position on the previously-rejected historic superannuation issues, but that the trainer position was still available. The offer of a senior trainer role was not accepted.

[28] On 8 September 2020, FENZ advised Mr Larsen that another station officer role in Whangārei was about to be advertised. FENZ proposed that it proceed with the advertising with Mr Larsen applying for the role on the basis of compassionate grounds which, with no other more compelling compassionate applications, would likely lead to him being appointed. FENZ also re-offered the training role and, finally, noted a third option, being that Mr Larsen remain at St Heliers Station.

[29] None of these offers were accepted. Mr Mitchell, for Mr Larsen, again advised that Mr Larsen expected FENZ to apply the record of settlement. He said Mr Larson would not be making an application for a further Whangārei position.

[30] In respect of the suggestions that he apply for new slots, Mr Larsen said in Court that he was concerned that his application for recognition of compassionate grounds may have been declined, given that his compassionate grounds had previously been declined on the basis that he had not established that he was living away from the Whangārei district. By the time he was being asked to apply for a permanent position, Mr Larsen was living in Kaiwaka and undertaking a training quality role. In addition, throughout this period, Mr Larsen was on the Kaipara District Council, initially as a councillor, but then becoming deputy mayor from around November 2022.3 This concern over whether his application for recognition of compassionate grounds would be accepted also was not raised with FENZ until the court hearing.

3. It was accepted that, because of the way in which hours of work are structured for firefighters, many have secondary employment.

[31] In November 2020, FENZ wrote to Mr Larsen, requesting that he return to full duties at St Heliers from 10 December 2020. FENZ asked that, if he was still unwell, he provide information that allowed FENZ to understand his current diagnosis, the timeframe for the health issues to be resolved, and when he would be fit and able to resume full operational station officer duties at St Heliers Station.

[32] Mr Larsen's response again was that he had a record of settlement and that if FENZ did not wish to comply with that record of settlement it needed to enter into discussions with Mr Larsen to reach an alternative agreement. He said he was willing to attend Whangārei Fire Station once he had medical clearance and asked for confirmation that a Whangārei station officer position would be made available. He also said that he was still prepared to consider the previously-offered trainer role. He advised that he did not accept that he had any requirement to attend St Heliers. He continued on sick leave.

[33] Mr Larsen lodged his application for a compliance order and for associated penalties for a breach of the record of settlement on 9 December 2020.

[34] On 15 April 2021, Mr Larsen advised FENZ that he was now well and able to undertake full duties. He asked for confirmation that he could report to Whangārei Fire Station. Mr Larsen went on annual leave and service holiday leave until 30 July 2021.

[35] On 24 June 2021, FENZ advised Mr Larsen that if he declined to turn out for work at St Heliers Station on 31 July 2021, he would be placed on unpaid leave pending resolution of the matter then before the Authority. On 28 June 2021, Mr Larsen raised a further personal grievance for unjustifiable disadvantage, which was the matter that ultimately proceeded to an Authority investigation meeting.

[36] On 31 July 2021, having declined to attend work at St Heliers, Mr Larsen was placed on unpaid leave.

[37] In the months following, the Authority endeavoured to conduct an investigation meeting. Initially this was set for 19 November 2021, but was delayed

because, due to COVID-19 restrictions, it could only have such a meeting via Zoom and Mr Larsen declined to proceed on that basis.

[38] Eventually, the Authority's investigation meeting took place on 9 and 10 November 2023. During the course of the Authority's investigation meeting, apparently after it was raised by the Authority member, Mr Larsen agreed to apply for an available station officer role at Whangārei on compassionate grounds. He says he did that because he felt he then had the protection of the Authority process.

[39] He was successful in the application and commenced in the station officer role in Whangārei on 18 January 2024.

[40] Mr Larsen now seeks:

(a) lost wages covering the period he was on unpaid leave;4
(b) compensation for humiliation, upset, and injury to feelings;5 and
(c) costs.

Mr Larsen says the issue is simple

[41] Mr Mitchell submitted that the case was straightforward. Essentially, Mr Larsen's position is that he had a record of settlement; FENZ breached the record of settlement by not allowing him to take up the offered position at the Whangārei station; Mr Larsen was not required to continue to work at the St Heliers station; and, once he was well enough to undertake full duties, he was ready, willing and able to take up the role at Whangārei. Accordingly, he says that FENZ's actions in refusing to place him into the station officer role at Whangārei were unjustifiable. The lost wages Mr Larsen seeks cover the

period during which he was well enough to undertake duties, but was on leave without pay.

4 Employment Relations Act 2000, s 123(1)(b).

5 Employment Relations Act, s 123(1)(c)(i).

[42] As part of his submissions, Mr Mitchell says that the peace clause had no application to Mr Larsen. He also does not accept that Mr Larsen was at fault for not engaging more with FENZ over the reasons for him not accepting the various offers that were made.

[43] Mr Mitchell submits that the Authority was wrong to find:

(a) that Mr Larsen was a worker as covered by the collective agreement;6
(b) that FENZ was entitled to preserve the status quo by requiring Mr Larsen to work at the St Heliers Fire Station;7
(c) that Mr Larsen was offered suitable work in Whangārei, it seems by way of a secondment;8 and
(d) that FENZ's instruction that Mr Larsen work in St Helier's was lawful and reasonable.9

[44] He says the Authority was wrong to set to one side the record of settlement and failed to consider the attitude taken by FENZ in suggesting that the parties had entered into a gamble in the record of settlement, whereby they each took a risk. He says Mr Larsen was entitled to rely on FENZ in entering into the record of settlement, in particular that there was no difficulty with respect to the NZPFU.

[45] Mr Mitchell submits that Mr Larsen was entitled to reject positions that were not in the collective agreement, and to reject a seconded position in the circumstances.

6 Above n 1 at [183].

7 At [187].

8 At [198].

9 At [204].

FENZ takes a different view

[46] Mr Davenport noted that the issues agreed for determination in this non-de novo challenge are:

(a) whether Mr Larsen's placement on leave without pay was unjustifiable in all the circumstances;
(b) if so, is Mr Larsen entitled to a remedy?

[47] Mr Davenport noted that this is not an application for a compliance order in respect of the record of settlement; Mr Larsen had lodged an application for a compliance order with the Authority but withdrew that application before his claim was determined.

[48] Mr Davenport says that the record of settlement does not exist in a vacuum, but was part of an ongoing employment relationship.

[49] He says the duty of good faith was critically important in dealing with the employment relationship problem that had arisen and that involved Mr Larsen, FENZ, and NZPFU. That duty, he says, included that Mr Larsen would be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive and communicative.10

[50] Mr Davenport says that contrary to that obligation, Mr Larsen did not engage in trying to resolve the employment relationship problem that had arisen. He points to the many offers made by FENZ in an effort to resolve the difficulties that had arisen and notes that Mr Larsen did not tell FENZ why he was not accepting the offers made.

[51] Mr Davenport also referred to the peace clause in both the collective agreement and Mr Larsen's individual employment agreement, and says that simply moving ahead and insisting on the implementation date of 3 July 2019 for Mr Larson's transfer would have breached both of the peace clauses, amounting to a breach of contract of

10 Employment Relations Act, s 4.

each agreement. Mr Davenport says that pausing the implementation date was therefore both reasonable and required.

[52] He says that, in the meantime, FENZ set about trying to find a workable solution. In addition to the many offers made by

FENZ to resolve the matter, Mr Davenport points to the 22 months of paid sick leave and the six weeks' notice provided to Mr Larsen prior to him being placed on unpaid leave.

[53] FENZ notes that the record of settlement did not require Mr Larsen to commence in Whangārei until November 2020 and did not bestow upon him the May 2019 slot. Mr Davenport says that both parties to the record of settlement took the risk that someone (a member of the union, for example) might oppose the approach being taken.

[54] Accordingly, FENZ submits that in all the circumstances the placement of Mr Larsen on unpaid leave after he refused to turn out for work at the St Heliers station was justifiable, and the Authority made no error of law or fact in reaching that view.

[55] FENZ says that if the Court finds that the placement on unpaid leave was unjustifiable, it should exercise its discretion against awarding remedies to Mr Larsen.11 Alternatively, it says that any remedies should at least be reduced.12 Mr Davenport points to the earnings Mr Larsen received from the Kaipara District Council as councillor in 2019 through to 2023 and as deputy mayor from November 2022.

[56] He also points to what he says were Mr Larsen's failures to act in good faith, including his failure to engage with FENZ's proposals for resolution.

[57] In particular, Mr Davenport says that FENZ's attempts to resolve issues, alongside the ongoing support it provided to Mr Larsen through extended sick leave and light duties, weigh against awarding distress compensation. Rather, he says it was Mr Larsen's uncompromising stance that exacerbated issues. He also notes that the

11 Employment Relations Act, s 123(1).

12 Section 124.

claims that the situation caused Mr Larsen to become isolated and withdrawn are contrary to his ongoing engagement at Kaipara District Council meetings over the relevant period.

Mr Larsen is not seeking to enforce the record of settlement

[58] Section 151 of the Employment Relations Act 2000 (the ER Act) provides that any agreed terms of settlement that are enforceable pursuant to s 149(3) of the ER Act may be enforced by a compliance order made under s 137. Section 137 of the ER Act enables the Authority to, by order, require that a person do any specified thing for the purpose of preventing further non-compliance. The issuing of a compliance order is a matter of discretion.13

[59] While Mr Larsen filed an application for a compliance order, that application was withdrawn. The NZPFU advised it would be opposing a compliance order given its view that compliance with the record of settlement would be in breach of the FENZ Act, and the collective agreement.14

[60] The Authority found that a record of settlement cannot contract out of statutory obligations and that, where there was a conflict between the record of settlement and the FENZ Act requirements, the requirements in the FENZ Act should prevail.15

[61] That finding is consistent with Employment Court authority; in *8i Corp v Merino* the Employment Court said that Parliament could not have intended that the process under s 149 of the ER Act would render legal what would otherwise be illegal, and that the Court must be able to enquire into the legality of terms of a certified settlement agreement. The penalty clause of the settlement agreement in issue in that case (which was generally unenforceable at law for public policy reasons) was declared unenforceable.16

13 Section 137(2).

14 *Larsen v Fire and Emergency New Zealand*, above n 1, at [31].

15 At [156].

16 *8i Corp v Merino* [2017] NZEmpC 69, (2017) 14 NZELR 606.

[62] In the present case, adopting the record of settlement would have put FENZ in breach of s 26 of the FENZ Act, and arguably s 27 of that Act. Accordingly, it was not enforceable.

FENZ had obligations to the NZPFU under the peace clause in the collective agreement

[63] The NZPFU raised a dispute with FENZ about the interpretation, application or operation of the collective agreement,

meaning that the peace clause in the collective agreement was engaged. That means there are obligations on employees bound by the collective agreement (not to discontinue or impede normal work, either totally or partially, because of any matter that is the subject of the observance of the disputes procedure), and on FENZ (to ensure that the circumstances which prevailed in each brigade prior to the matter becoming subject to the disputes procedure are maintained until the dispute has been resolved). I agree with Mr Mitchell that Mr Larsen was not a worker under the collective agreement or covered by the peace clause in the collective agreement.

[64] While a parallel clause exists in the individual employment agreement between FENZ and Mr Larsen, it applies to disputes between them. There was no dispute between Mr Larsen and FENZ at the relevant point in time. Therefore, I do not accept that the peace clause in Mr Larsen's individual employment agreement was engaged.

[65] However, I acknowledge that the dispute between it and the NZPFU raised a difficulty for FENZ in that it was obliged under the collective agreement to maintain the status quo at Whangārei as it stood before Mr Larsen was to commence there. This is in addition to the appointment obligations FENZ had under the FENZ Act, mirrored in FENZ's appointment policy, which is recognised both in the collective agreement and in Mr Larsen's individual employment agreement.

[66] The short point is that the record of settlement could not be enforced. The issue then is, in view of that difficulty, what are the parties to do?

Both parties were obliged to act in good faith

[67] The parties to an employment relationship are required to act in good faith towards one another. This includes that they must be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive and communicative.17

[68] FENZ was open with Mr Larsen as to the difficulty it was placed in and, from the time those difficulties arose, attempted to take steps that would substantively achieve the result sought by Mr Larsen. In particular, it offered to second him to Whangārei so that he was able to undertake work as a station officer in Whangārei from the original agreed date while a permanent resolution was achieved. While this was not ideal (as acknowledged by FENZ) this would have enabled Mr Larsen to work in the role he sought at a location close to where his father resided.

[69] Mr Larsen chose not to accept that offer, or any of the other paths offered to him by FENZ, even on a without prejudice basis, preserving his primary position that FENZ had to comply with the terms of settlement. He did not explain to FENZ what his concerns were, so FENZ was unable to address those with him. His concerns may have been valid, particularly given his changed circumstances and the issues that had arisen with his initial application, and the attitude of the NZPFU, but the point is that he did not give FENZ the opportunity to address those concerns. He simply stuck to his position that he had a record of settlement and FENZ needed to honour that.

[70] While I accept that Mr Larsen should have been able to rely on the arrangements agreed to at mediation and with respect to the offer of 15 May 2019, conflicting obligations then arose that affected implementation. The duty of good faith continued on both him and FENZ as a fundamental and overarching obligation of the employment relationship. In the circumstances it was not in accordance with that duty for Mr Larsen to uncompromisingly hold the agreement over FENZ's head while refusing to communicate in a constructive manner.

17 Employment Relations Act, s 4(1A)(b).

It was not unjustifiable to place Mr Larsen on unpaid leave

[71] The decision FENZ made to place Mr Larsen on unpaid leave from 31 July 2021 must be seen in context. By that time, FENZ had made multiple attempts to achieve the substantive result agreed at mediation, and had kept Mr Larsen on paid sick leave for almost 22 months. It is evident that throughout those attempts FENZ was endeavouring to balance its conflicting obligations in a fair and reasonable way. Further, the attempts involved what appears to be efforts by FENZ to accommodate Mr Larsen's preferences throughout changing circumstances, such as offering him a training role when that became of interest to him.

[72] With Mr Larsen saying that he would not be applying for future roles in Whangārei, and would not continue at St Helier's, things were at an impasse. This was particularly the case because Mr Larsen did not explain to FENZ why he was not prepared to accept any of the offers that would have facilitated him being placed in Whangārei. Against that background, the decision to place him on unpaid leave, while continuing to endeavour to resolve matters, was not unjustifiable.

[73] Mr Larsen's challenge to the determination of the Authority is unsuccessful.

FENZ is entitled to costs

[74] As the successful party, FENZ is entitled to costs. The parties agreed that the appropriate costs categorisation for these proceedings was category 2B.18 The parties therefore should be able to agree costs. If agreement cannot be achieved, FENZ may apply for costs by memorandum filed and served within 28 days of the date of this judgment. Mr Larsen then is to respond to the application for costs by memorandum

18 “Employment Court of New Zealand Practice Directions” (1 September 2024)

<www.employmentcourt.govt.nz> at No 18.

filed and served within a further 21 days. Any memorandum in reply from FENZ is to be filed and served within a further seven days.

Judgment signed at 4pm on 26 June 2025

J C Holden Judge
