

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2024] NZERA 364
3292019

BETWEEN ANDREW AMESBURY
Applicant

AND STELLAR ELEMENTS NEW
ZEALAND LIMITED
Respondent

Member of Authority: Lucia Vincent

Representatives: Ashleigh Fechny, advocate for the Applicant
Daniel Erickson and Courtney Wi, counsel for the Respondent

Investigation Meeting: 22 May 2024 in Christchurch

Submissions Received: 22 May 2024 from the Applicant
22 May 2024 from the Respondent

Determination: 19 June 2024

DETERMINATION OF THE AUTHORITY

What is the Employment Relationship Problem?

[1] Mr Amesbury says Stellar Elements New Zealand Limited (**Stellar**) unjustifiably dismissed him when it terminated his employment for redundancy. He says Stellar followed an unfair process with a predetermined outcome and had an ulterior motive to dismiss him because he raised concerns about his unpaid bonus. Stellar says it justifiably dismissed Mr Amesbury because of a genuine redundancy situation after following a fair process.

[2] Mr Amesbury seeks to be reinstated on an interim basis until I can deal with the substantive matter in an investigation meeting scheduled for 3 and 4 September 2024.

Necessarily my determination deals solely with his application for interim reinstatement relying on untested affidavit evidence and submissions.

How did the Authority investigate?

[3] Mr Amesbury filed an affidavit supporting his application for interim reinstatement and provided a further affidavit, in reply to the affidavit of Ms Tracy Lu supporting Stellar's opposition to his application. Representatives gave oral and written submissions at the investigation meeting.

[4] My determination draws conclusions that are provisional given the nature of an interim matter. As permitted by section 174E of the Employment Relations Act 2000 (**the Act**), I have not recorded all evidence and submissions received. I have considered all the information contained in the documents, affidavits and submissions.

What are the relevant legal principles?

[5] Reinstatement is a primary remedy. If the Authority determines an employee has a personal grievance (and they have sought reinstatement), then it must provide for reinstatement wherever practicable and reasonable, irrespective of whether it provides for any other remedy.¹ If I ultimately determine Mr Amesbury has a personal grievance, and reinstatement is practicable and reasonable, then I must reinstate him to his former position or place him in a position no less advantageous to him.²

[6] In the meantime, I may use my discretion to order Mr Amesbury's interim reinstatement.³ Any order may be subject to appropriate conditions. Once made, either party may apply to rescind or vary the order.

[7] As required at the time of filing his application, Mr Amesbury provided a signed undertaking he will abide by any order the Authority makes about paying for damages that Stellar sustains due to granting the order.

[8] In determining whether to make an order for interim reinstatement I must apply the law relating to interim injunctions having regard to the object of the Act.

¹ Section 125 of the Act.

² Sections 123(1)(a) and 125 of the Act.

³ Section 127 of the Act.

[9] The Employment Court has referred to the restorative nature of the Act's aims for employment relationships when dealing with applications for interim reinstatement and the approach to interim injunctions which is well established:⁴

... An applicant must establish that there is a serious question to be tried. Consideration must be given to the balance of convenience, and the impact on the parties of the granting of, and the refusal to grant, an order. The impact on third parties will also be relevant to the weighting exercise. Finally, the overall interests of justice are considered, standing back from the detail required by the earlier steps. While the power to make an order for interim reinstatement is a discretionary one, the assessment of whether there is a serious question to be tried is not. It requires judicial evaluation.

In a claim for interim reinstatement, the question of whether there is a serious question to be tried raises two sub-issues:

- (a) Whether there is a serious question to be tried in relation to the claim of unjustified dismissal; and, if so,
- (b) Whether there is a serious question to be tried in relation to the claim of permanent reinstatement.

As the Court of Appeal make clear in *Brooks Homes Limited*, a serious question to be tried is one that is not vexatious and frivolous. Once that (relatively low) threshold is overcome, the merits of the case (in so far as they can be ascertained at an interim stage) may be relevant in assessing the balance of convenience and the overall interests of justice.

What are the issues?

[10] With these principles in mind, I have examined the following issues:

- (a) Is there a serious question to be tried in relation to Mr Amesbury's claims of:
 - (i) Unjustified dismissal;⁵ and
 - (ii) Permanent reinstatement?
- (b) Where does the balance of convenience lie?
- (c) Do the overall interests of justice support an order being made?

⁴ *Humphrey v Canterbury District Health Board, Te Poari Hauora O Waitaha* [2021] NZEmpC 59 at [5] to [8], footnotes omitted, referring to *NZ Tax Refunds Ltd v Brooks Homes Ltd* [2013] NZCA 90.

⁵ Section 103(1)(a) of the Act.

Is there a serious question to be tried in relation to Mr Amesbury's claim of unjustified dismissal?

[11] Stellar's counsel conceded Mr Amesbury has established there is a serious question to be tried (arguable case) for his claim of unjustified dismissal, but says it is not strong.⁶ I accept Mr Erickson's submission that my evaluation of the strength (or not) of Mr Amesbury's arguable case becomes relevant when assessing where the balance of convenience lies and what the overall interests of justice require.

What was the restructuring process?

[12] Much of the correspondence covers what happened during the restructuring process.

[13] Stellar put a proposal to restructure Mr Amesbury's role on 5 March 2024. It materially said:

It is proposed that the Amdocs Cloud New Zealand business would be restructured in that the number of Consulting Principal Lead positions are reduced from two to one. Our preliminary view is that as a result of the declining workload the duties and responsibilities of the Consulting Principal Lead can be performed by one employee.

The proposal is to retain the Consulting Principal Lead who is currently engaged on client billable work.

[14] The individual employment agreement between the parties records that Stellar employed Mr Amesbury in October 2022 in a position title of "Principal Consultant."⁷ Mr Amesbury says this was because Stellar intended to decide whether he would be a Lead or Managing Principal Consultant after he started. This did not occur. Mr Amesbury says it was never entirely clear what his role was because of how his employment developed.

[15] The job description broadly describes duties that cover consulting excellence, team building and leadership, knowledge sharing and community and growth strategy.⁸ It did not directly address whether the role required a core focus on billable work. It included business development and pre-sales activities – areas where Mr Amesbury said he created significant value for Stellar.

⁶ At [10], Stellar's submissions.

⁷ Clause 4.1, Agreement.

⁸ Schedule A, Agreement.

[16] Stellar sought feedback from Mr Amesbury on its proposal. He could send any written feedback to Stellar's HR Lead Ms Lu by 7 March 2024.⁹ He could provide in person feedback to the Regional Head of Consulting, if Mr Amesbury wished to meet on or before 8 March 2024. The proposed timeline indicated Stellar would decide then, or if he provided feedback, on 13 March 2024. Stellar warned Mr Amesbury if the proposal proceeded and it disestablished his role, his employment could terminate by reason of redundancy.

[17] Mr Amesbury instructed his advocate Ms Fechny to respond on his behalf in a letter dated 11 March 2024. She raised three key concerns about the proposal:

- (a) Stellar had failed to provide enough information about the reason for the restructure, depriving Mr Amesbury of the ability to provide feedback on alternatives that could ensure his ongoing employment. Ms Fechny asked for further information relevant to the proposal in several areas.
- (b) The selection process between the two Consulting Principal Lead positions was unfair – it was unclear if Stellar had consulted with the other person in that position. Ms Fechny questioned what selection criteria Stellar had used and why it had selected Mr Amesbury for redundancy out of a team of approximately 15 Principal Consultants across New Zealand and Australia. She expressed concern Stellar did not appear to have considered Mr Amesbury's secondment had prevented him from completing billable hours - the proposal's focus.
- (c) Stellar had failed to fairly consider the reasonable alternative of simply confirming Mr Amesbury into the seconded role he had been performing (which was unaffected by the restructuring). Ms Fechny raised concerns Stellar had prematurely dismissed this as a viable redeployment opportunity (Stellar had been actively recruiting for a permanent employee to fill the role Mr Amesbury had been seconded to).

[18] In addition, Ms Fechny said it appeared Stellar had predetermined its decision because Stellar told Mr Amesbury he did not need to work after receiving the proposal. Mr Amesbury

⁹ During the investigation meeting it became unclear who made the decisions during the process on its behalf. Someone other than Ms Lu signed the initial proposal. Ms Lu signed the final letter that communicated the redundancy decision to Mr Amesbury.

believed Stellar had targeted him for redundancy after raising concerns about his unpaid bonus, too.

[19] Stellar instructed its legal counsel to respond by way of letter dated 18 March 2024. Stellar disputed statements made in Ms Fechney's letter and provided responses to several of the concerns raised. Stellar provided further information about the reasons for the restructure, including having engaged in a companywide cost reduction exercise assessing revenue and non-revenue generating areas. Stellar had observed a significant reduction in client requirements and demands over the past year in the Amdocs Cloud Division. Stellar wanted to reduce costs associated with that division to ensure it would become a more profitable business unit. Stellar explained its proposal further:

- (a) "Stellar identified the Consulting Principal Lead role as an affected role based on what roles are currently assigned to client projects or earmarked for an upcoming client project and therefore revenue-generating."
- (b) "Stellar does not agree that a selection process is applicable in these circumstances. The operation of the business as a whole relies heavily on client engagement and interest which inevitably would form the criteria in identifying affected roles."
- (c) "Stellar reviewed all Principal Consultants across the ANZ region against the criteria described above. All are actively engaged in billable work..." (other than one who was a Managing Principal and earmarked for a client engagement which had since commenced).
- (d) Stellar named the other Consulting Principal Lead referred to in the proposal (the second role that Stellar proposed would subsume Mr Amesbury's role) and pointed out that that person was actively engaged in billable work.
- (e) Stellar did not consider Mr Amesbury formally seconded to the role he had been performing, that he had been undertaking the role on a temporary basis until it could be permanently filled, and that although he had applied for the role - he had withdrawn his application during the selection process. Having completed that process, Stellar now had a preferred candidate. Mr Amesbury was welcome to apply for other vacant roles.

- (f) “In good faith, Stellar informed all affected employees that they were not required to work to allow employees sufficient time,” to consider the proposal – a “standard process” communicated to all affected employees in Australia and New Zealand.
- (g) Stellar denied any connection between the restructuring and unpaid bonus.
- (h) Stellar agreed to reschedule the meeting to allow Mr Amesbury to consider the further information and to respond.

[20] Ms Fechny raised further concerns in a letter to Stellar dated 21 March 2024:

- (a) It appeared Stellar had moved forward with an offboarding process for Mr Amesbury before meeting with him to hear further feedback, with a scheduled termination date of 29 March 2024. This suggested Stellar had predetermined the outcome and any meeting would not be conducted in good faith.
- (b) Stellar had selected Mr Amesbury for redundancy because he agreed in good faith to prioritise non-billable work when requested by Stellar. It was alleged Stellar knowingly disadvantaged Mr Amesbury in asking him to do this work despite assurances his work would be valued even if not billable. Ms Fechny highlighted areas where Mr Amesbury had made a valuable contribution to the business including enabling presales opportunities - noting it was always the intention for Mr Amesbury to return to his substantive role and billable work - billable work that could be redistributed between members of the team.
- (c) Ms Fechny urged Stellar to expand its restructuring to include all employees hired as a Consulting Principal Lead and to propose a fair and reasonable selection criterion.

[21] By way of letter dated 25 March 2024, Stellar denied initiating any offboarding process. Stellar proposed to meet with Mr Amesbury on 26 March 2024 to hear his further feedback.

[22] Ms Lu and Mr Lazaro attended the meeting on behalf of Stellar with their legal adviser Ms Wi. The notes from that meeting included the following points:

- (a) Stellar always intended for Mr Amesbury to complete billable work – a core function of his role. However, the client engagements Stellar hoped for had not materialised, resulting in a need to reduce headcount.
- (b) Stellar denied targeting Mr Amesbury.
- (c) Stellar did not want to disturb relationships between principals and their clients on existing engagements.¹⁰ It would be difficult to introduce a new person. It might reduce that person's billable time. Stellar did not have a practice of redistributing billable work.

[23] By way of letter dated 10 April 2024, Stellar communicated its decision to Mr Amesbury. It highlighted how important billable/revenue-generating roles were to the decision - consulting with Mr Amesbury because his position was not on a billable project. Stellar described the impracticability of redistributing billable work because it would disrupt current client engagements by disturbing stakeholder relationships and work that potentially required specific technical expertise, business knowledge and/or historical project and client knowledge. Stellar disestablished Mr Amesbury's Consulting Principal Lead position and terminated his employment for redundancy. It said it would pay out his notice period in lieu of working and final pay. Stellar had not identified any suitable redeployment opportunities.

[24] There appeared to be two versions of the letter – the first referred to an enclosed record of settlement and an offer to pay one month's redundancy compensation conditional on signing the record of settlement. A reissued version of the letter dated 15 April 2024 contained materially the same decision but did not make such an offer and omitted reference to "business knowledge" in its reasons for deciding not to redistribute billable work. Ms Lu said the reason for reissuing the letter was due to an error although she did not say what the error was.

¹⁰ Stellar's Counsel reinforced this submission at the investigation meeting, comparing it to a trusted advisory relationship like lawyer and client.

Claim of Unjustified Dismissal

[25] Stellar must justify its decision to dismiss Mr Amesbury as being what a fair and reasonable employer could have done in all the circumstances at the time including how it went about it.¹¹ The Court of Appeal has confirmed section 103A of the Act must be satisfied in redundancy situations - it requires an objective assessment of substance and process, including whether an employer has consulted in good faith.¹²

[26] Good faith required Stellar to consult over its proposal with Mr Amesbury with a mind open to alternatives that could prevent his redundancy. It specifically required Stellar to provide all information relevant to the proposal, and an opportunity to comment on that information, before it decided what to do.¹³ Mr Amesbury was entitled to a meaningful opportunity to comment on that information, and for his responses to be genuinely considered by Stellar, before it decided on an outcome.

Predetermination?

[27] It is arguable Stellar targeted Mr Amesbury unfairly. The untested affidavit evidence shows that despite the proposal referring to two Consulting Principal Lead positions, Stellar solely consulted with Mr Amesbury. It is arguable that doing so combined consultation and selection and resulted in a predetermined outcome.

[28] It is also arguable that Stellar did not genuinely consider feedback from Mr Amesbury. Even though Stellar asked for Mr Amesbury's feedback and then told him the reasons why it did not accept it, the starting point was arguably flawed and flowed through to the result.

[29] Further factors support an arguable case for predetermination. Mr Amesbury says Stellar told him he need not work after receiving the proposal, indicating an intention he would not return to the workplace. He provided documents showing screenshots of an internal process for off-boarding beginning before being told about the decision to dismiss him including a termination date. The case is arguable, even if Ms Lu says the proper process started by HR had not begun, and the standard process is to allow time for staff to obtain advice.

¹¹ Section 103A of the Act.

¹² *Grace Team Accounting Ltd v Brake* [2014] NZCA 541 at [85].

¹³ Section 4(1A)(c) of the Act.

[30] Based on the untested affidavit evidence before me at an interim stage, I find Mr Amesbury has a strongly arguable case that his dismissal was unjustified because of predetermination.

Failure to fairly consider redeployment options?

[31] Mr Amesbury says Stellar unfairly discounted redeployment options. Stellar says there were no redeployment options or if there were, they were external, and Mr Amesbury did not have the skill set or had withdrawn his application mid-process.

[32] On the untested affidavit evidence, a reasonable redeployment option at the time of his redundancy was arguably the role he had been seconded to (whether formally or informally). Mr Amesbury acknowledges he withdrew his application part way through the process before he knew about the restructuring. He expressed renewed interest in the role when faced with redundancy. Mr Amesbury says Stellar formally offered the role to someone on 15 March 2024, ten days after he received the proposal. That person subsequently declined the role. Stellar did not then offer this to Mr Amesbury and arguably could have.

[33] Mr Amesbury says Stellar did not discuss other suitable redeployment opportunities with him either. Although Stellar's affidavit evidence says there were no such opportunities, it is arguable it should have consulted with him over the reasons for deciding they were not suitable before making that decision.

[34] I find Mr Amesbury has a strongly arguable case Stellar failed to fairly consider and consult with him in good faith regarding reasonable redeployment options.

Ulterior motive?

[35] Mr Amesbury described how he queried why he was not being paid a bonus incentive not long before Stellar gave him the restructuring proposal. He said everything from Stellar to that point in time said he was performing but it later told him he did not get a bonus because of his lack of performance for bonus purposes.

[36] The timing of the unpaid bonus and the restructuring could be coincidental - Stellar says it was. However, Mr Amesbury has identified concerns around a lack of transparency around

reasons for not being paid a bonus, his prior positive performance feedback and suspicious timing of the restructuring proposal.

[37] Although less strong than other aspects of Mr Amesbury's case, I cannot say there is no arguable case these matters are linked and point to an ulterior motive to dismiss Mr Amesbury.

Insufficient Information?

[38] Stellar provided responses to requests from Mr Amesbury for further information supporting the proposal. However, it remains unclear who the decision maker was and whether Mr Amesbury had an opportunity to provide feedback to that person. It is arguable more extensive information about the wider restructuring, overall structure of the organisation (old and new), and extent of any redeployment options could have assisted Mr Amesbury in providing feedback that could have prevented his dismissal.

[39] There is an arguable case Stellar failed to provide all relevant information as good faith requires.

Findings

[40] On the untested affidavit evidence, Mr Amesbury has met the threshold of an arguable case for his unjustified dismissal. Aspects relating to predetermination and a failure to fairly consider redeployment options are strongly arguable.

Does Mr Amesbury have an arguable case for permanent reinstatement?

[41] Stellar says Mr Amesbury has no arguable case for permanent reinstatement or that it is at best, weak. Stellar says the role no longer exists and there would be no work for Mr Amesbury to complete. Stellar points to the impact on third parties, especially clients with an established relationship with their respective consultant – redistributing billable work would disrupt that relationship and result in work being taken away from another employee who would be adversely affected.

[42] Mr Amesbury says his case for reinstatement is strong. Stellar has not raised any concerns about trust and confidence. Mr Amesbury says he has a wide skillset that could easily be put to work doing what he previously did in his seconded role, any of the other roles he has described in his affidavits or undertaking redistributed billable work. Regarding the last point

Mr Amesbury says Stellar sells skill sets, not people, and that some back-filling for leave and resignations already occurs, although it is not ideal.

[43] Mr Amesbury refers to several redeployment opportunities including one role Ms Lu refers to as having been budgeted in substitution for the Service Line Owner, Platform role Mr Amesbury previously undertook. The role, currently vacant, is a Principal Consultant role with a specialist data skillset based in Australia. Although not planned to be employed by Stellar, and she says she would welcome Mr Amesbury's application for the role, although he may not have the specific data expertise the role requires.

[44] Although Stellar says it has no requirement to perform internal project work within the Stellar entity, Ms Lu also says,¹⁴ "... it is common practice for consultants who are not on a client billable project to work on internal projects or internal roles until they can be placed on a client billable project."

[45] On the untested affidavit evidence, I find it is arguable Stellar could reasonably and practicably reinstate Mr Amesbury on a permanent basis, particularly given Mr Amesbury's willingness in good faith to work with Stellar on redeployment options.

[46] For completeness I address Mr Erickson's submission the Authority can only order interim reinstatement to a position at Stellar. I agree the Authority does not have jurisdiction to order reinstatement to a non-party entity not named as a respondent and not alleged to be a joint employer.

[47] Ms Fechney clarified in submissions that Mr Amesbury did not wish to be reinstated to any entity other than Stellar. I understood her submission to essentially be that the way Stellar and its related companies operate make it reasonable and practicable for it to reinstate Mr Amesbury in the same or similar role by making the most of the international connections and resourcing available to it. By way of example, Mr Amesbury said when he originally applied for the role with Stellar, it had advertised it as being based in Australia, but the recruitment partner assured him it could be performed anywhere (and ultimately Stellar employed Mr Amesbury in New Zealand). Similarly, when Mr Amesbury applied for the role he says he was seconded into, it was based in Canada, while he was employed by Stellar and based in New

¹⁴ At [16] of Ms Lu's affidavit.

Zealand. This supports Mr Amesbury's claim Stellar's hiring practices arguably allow it to employ him locally despite associated companies advertising roles based overseas.

[48] In further support of his submission that reinstatement should not be ordered, Mr Erickson referred to the requirement any remedy relate to the substantive wrong.¹⁵ He interpreted this requirement to mean the Authority should not order reinstatement if it ultimately determines the dismissal substantively justified but procedurally unfair. I do not consider the Authority constrained to ordering interim reinstatement only if the wrong of the arguable case goes to substance. Section 125 of the Act does not draw that distinction; it focuses on whether reinstatement is reasonable and practicable, irrespective of whether any other remedy is provided for.

Where does the balance of convenience lie?

[49] Mr Amesbury says he is suffering significant financial hardship without a job that would worsen were he not to be reinstated. He is the primary income earner in his household. He supports his wife who has significant medical expenses and a limited capacity to work. Mr Amesbury says reinstatement is the most valuable remedy he could obtain not least because he cannot secure employment in the same industry due to a restraint of trade. His efforts at finding alternative employment have proven fruitless so far. He is concerned his savings will soon deplete entirely. He feels extremely emotionally and financially challenged.

[50] Stellar says the very reason for restructuring (reducing costs while minimising disruptions to clients) would be undermined by any interim reinstatement. It says clients and other employees will be impacted negatively. Disturbing trusted consultant client relationships, taking billable work off other consultants for Mr Amesbury to do (or creating non-billable work for him to do), as well as meeting the cost of employing Mr Amesbury for an interim period, are all factors Stellar says would create more prejudice to it than Mr Amesbury. Stellar says damages would be an adequate remedy for Mr Amesbury if he is ultimately successful. It says it has funds to deal with any remedies made in any substantive matter, and highlights that the very financial concerns Mr Amesbury says support his claim mean his undertaking could not be relied upon. The latter point could be mitigated by Mr Amesbury's work.

¹⁵ At [20] and [21], Stellar's submissions, relying on *Aoraki Corporation Limited v McGavin* [1998] 1 ERNZ 601 at p 619.

[51] Returning to the restraint issue – Stellar has reminded Mr Amesbury he must comply with his obligations. In both versions of Mr Amesbury’s termination letter on 10 and 15 April 2024, Stellar told Mr Amesbury of his ongoing obligations regarding non-competition and non-solicitation set out in his employment agreement. His employment agreement contains comprehensive non-competition and non-solicitation obligations for a period of six months post termination and are expressed to include (for restraint purposes) “Amdocs and their respective affiliates.”¹⁶

[52] Setting aside any argument as to enforceability in a redundancy situation, Mr Amesbury’s commitment to observing his post-employment obligations effectively prevents him from working in his industry and is an impediment to securing alternative employment. The restraint creates considerable difficulties for Mr Amesbury if I were not to make the order given his restraint period will continue for a further four or five months and beyond the scheduled investigation meeting date.

[53] I accept that if I make the order, Stellar will need to manage relationships and any redistribution of work carefully to minimise any inconvenience or impact on clients and other employees. This is something that could be managed appropriately with good handover or potentially avoided by assigning Mr Amesbury work that is not billable like internal work he completed prior to his dismissal and that Ms Lu said is common practice for consultants who are not on a client billable project. I consider any prejudice Stellar would suffer because of any order will be less than what Mr Amesbury would experience if I do not. He has acted promptly in seeking interim reinstatement - his potential unemployment or under employment until the substantive matter can be determined particularly in light of his limited options because of his restraint, are not insignificant.

[54] I find the balance of convenience favours Mr Amesbury.

Overall justice

[55] Having regard to the restorative aims of the Act, relevant legal principles, and all the circumstances of case (including the respective merits of the matter, so far as they can be

¹⁶ Clause 24.3 incorporates the restrictive covenants in Schedule C.

determined at an interim stage), I find overall justice favours making an order for interim reinstatement.

Order

[56] In the exercise of my discretion, and in accordance with the undertaking given, I order Mr Amesbury's interim reinstatement to the same position he had when Stellar dismissed him, or a position no less advantageous, from Monday 1 July 2024.

[57] I expect the parties to engage with each other in good faith about how to achieve Mr Amesbury's successful return to the workplace.

Mediation

[58] The parties have already attended mediation. Mr Amesbury has expressed a willingness to attend again. The Authority may consider a further direction to mediation if it would contribute constructively to implementing the interim reinstatement order.

Further Steps

[59] An Authority Officer will contact the parties to arrange a case management conference to timetable evidence for the substantive matter and deal with any associated issues.

Costs

[60] Costs are reserved. The Authority does not typically consider an assessment of costs until after determining the substantive matter.¹⁷

Lucia Vincent
Member of the Employment Relations Authority

¹⁷ [Practice Direction of the Employment Relations Authority \(era.govt.nz\)](https://era.govt.nz) at [8].