

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 123
3317902

BETWEEN GITAE KEE NAM
Applicant

AND GHD LIMITED
Respondent

Member of Authority: Antoinette Baker

Representatives: Seungmin Kang, for Applicant
Helen Pryde, for Respondent

Investigation Meeting: 27, 28 November 2025 in Christchurch

Submissions received: 28 November 2025 from Applicant
28 November 2025 from Respondent

Determination: 3 March 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] The respondent (GHD) is a New Zealand registered company operating in business that includes amongst other things designing and providing commercial fire protection systems. The company is also part of a much wider global network of businesses involved in multi-disciplinary ‘advisory, digital, engineering, architecture, environmental and construction.’¹

¹ Submissions for the Respondent 28 November 2025 at [3.1].

[2] The applicant, Mr Nam was employed by GHD from mid-2022 until August 2024 as a 'Fire Protection Engineer' (FPE). Most of his job tasks related to drafting and modelling of fire protection systems through computer assisted software.

[3] The employment ended in redundancy. Mr Nam says he was unjustifiably dismissed. He seeks compensation, lost wages and costs.

[4] Mr Nam includes that GHD breached its duty of good faith to him to both maintain the employment relationship and to provide him with sufficient information in the context of a proposal to disestablish his role. He says GHD:

- a. did not inform him early enough of the loss or pause of external contracts likely to affect the continuance of his employment. He says that had he known earlier he could have eliminated some of the shock and distress he experienced when suddenly first told of a proposal to disestablish his role;
- b. did not tell him that by not meeting certain charge out rates ('underutilisation') he could lose his job;
- c. started costing for projects by using another cheaper source for modelling around the time his utilisation rates fell, and this was unfair to him because the predominant reason for selecting his role for disestablishment was underutilisation of his role. He says GHD ought to have been consulted with him about this earlier; and
- d. disestablished his role as a modelling technician when in fact his role was that of an 'Fire Protection Engineer,' a role broader than just a modelling role and consistent with his qualifications and experience. He says he was unfairly singled out for disestablishment because another employee who was employed after him held the same FPE position as him with (in his view) less experience, but GHD did not propose their role for disestablishment.

[5] GHD denies the claims and remedies sought. It says that its decision to terminate Mr Nam's employment was justified on genuine business reasons. As to process it says it provided sufficient information and followed a consultative process that Mr Nam participated

in while represented. It says its proposal to only disestablish Mr Nam's position in a small team was because Mr Nam's role was distinct in the team in terms of the modelling work he did and that role was underutilised. It says it was a reasonable business decision to absorb the role in residual part to a more senior FPE role (the one Mr Nam says was the same as his) and then have the modelling work completed by a cheaper off shore resource in Manila, a resource that was part of GHD's global network of businesses.

The Authority's Investigation process

[6] I held an in person investigation meeting over one and a half days. I heard affirmed and sworn evidence from Mr Nam; and for GHD, Mr Stephen Beaumont, Business Group Leader for the Business Engineering services; Mr Jeremy Gaskin, Team Leader of the National Fire Team and the direct manager of Mr Nam; and Mr Phil Lacey, Fire Protection Engineering Lead. Counsel provided written submissions and spoke to these at the investigation meeting after evidence was heard. I then reserved my determination.

[7] This determination states findings and makes conclusions as necessary to bring an end to the employment relationship problem before me and make appropriate orders. It has not recorded all evidence and submissions received.²

Issues

[8] The issues I need to consider to determine this matter are:

- a. What was the role that Mr Nam was employed to perform for GHD?
- b. Was GHD justified in ending Mr Nam's employment based on a genuine decision based on business requirements?
- c. Did GHD fail to sufficiently consult with Mr Nam about the down turn in work during the restructuring or earlier and did this constitute a breach of good faith under s 4(1A) rendering the ending of Mr Nam's employment an unjustified dismissal?
- d. Did GHD fail to make it clear to Mr Nam that his employment could end if he did not meet billing levels and were his billing levels reduced due to actions of GHD?

² As permitted by s 174E of the Employment Relations Act 2000 (the Act).

- e. Was Mr Nam's role unfairly singled out for disestablishment?
- f. If an unjustified dismissal what if any remedies are to be awarded for compensation and lost wages?
- g. What if any costs one to the other are to be awarded depending on the outcome?

Principles to consider

[9] The Court of Appeal³ has confirmed that an employer needs to show that the decision to make an employee redundant is genuine and based on business requirements. If the answer is yes to both and the role made redundant is surplus to the employer's needs, it is not then for the Authority to replace the employer's business judgment for that of the Authority. In addition, the Act requires the parties to deal with each other in good faith when restructuring. This includes providing affected employees with access to information (subject to specified confidentiality provisions) relevant to any proposal adverse to continuation of their employment and an opportunity to comment on that information before the decision is made. Section 4(1A) of the Act reflects this obligation on the employer:

- (b) ...when proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of 1 or more [of its employees] to provide to the employees affected -
 - (i) access to information, relevant to the continuation of the employees' employment, about the decision; and
 - (ii) an opportunity to comment on the information to their employer before the decision is made.

[10] The Employment Court⁴ has summarised the extent to which in a redundancy information provided by the employer needs to have sufficient details for consultation to be a reality:

Consultation involves the statement of a proposal not yet finally decided on, listening to what others have to say, considering their responses, and then deciding what will be done. Consultation must be a reality, not a charade. Employees must know what is proposed before they can be expected to give their view on it. This requires the

³ *Grace Team Accounting Ltd v Brake* [2014] NZCA 541 (CA).

⁴ *Stormont v Peddle Thorp Aitken Limited* [2017] NZEmpC 71 at [54].

provision of sufficiently precise information, in a timely manner. The employer, while quite entitled to have a working plan already in mind, must have an open mind and be ready to change and even start anew.

[11] With the above in mind I will consider the issues.

What was the role that Mr Nam was employed to perform for GHD?

[12] I have started with this question because when an employer is proposing to, and then does disestablish a role it is obvious that the role needs to be understood first. It is submitted for Mr Nam that GHD appeared to remain unclear about the role Mr Nam was employed to do. By implication this may dint GHD's ability to show me it was justified to disestablish a role if unclear what it was. This has been an area of either confusion or dispute including (as I return to below) the challenge Mr Nam brings about being the only one selected in the restructuring when another in the team also held (in his view) held the same role that he did. I will consider what happened from the recruitment stage and how Mr Nam ended up in a role with a role job description that did not entirely match the role he applied for but where in turn he performed more consistently with the role he did apply for, one that involved computer drafting and modelling.

[13] In about May 2022, a FPE who had been the only person with 'Auto CAD/Revit' modelling capability in the GHD left. Accordingly, GHD needed a replacement for that work in what I accept was a small fire protection team. GHD put any modelling work on hold or was contracting out anything urgent while it recruited for a replacement.⁵

[14] In April 2022 Mr Nam applied to GHD for its advertised position of 'Auto CAD/Revit Technician (Fire Protection)' which I refer to as 'modelling.' Throughout this has been a role called 'Fire Protection Technician' (FPT). Mr Nam's oral evidence confirmed to me that he applied for the FPT role because although it was a technician role, a drafting related position, he thought 'even if I apply for the drafting position, I could be an engineer.'

[15] Mr Nam's CV and his evidence is that he graduated in 2016 in South Korea with a 'Bachelor of Civil Engineering', worked for 18 months in the USA, 3 months back in South

⁵ Witness Statement of Phil Lacey, 9 October 2025 at paragraphs 7 - 8.

Korea and then commenced working as a 'sprinkler designer' in New Zealand from late 2018 until he applied to GHD in early 2022. In other words, at least since commencing work in New Zealand, at the time he applied to GHD for employment, Mr Nam had been designing sprinkler systems through computer modelling software for approximately four years. His evidence includes that he wanted to expand his career as an engineer.

[16] There are communications before me from within GHD at the first shortlisting stage that show me GHD considered Mr Nam was attractive for the role due to his computer modelling experience but that it was recognised he was more than a graduate. There is mention of seeing what he may want as a salary.

[17] Mr Nam was then first interviewed informally in a café by Mr Lacey, a Fire Protection Engineering Lead for the GHD fire protection team. Both Mr Nam and Mr Lacey recall the café interview as being a chat about sprinkler design systems (looking at the one in the café). This focus is consistent with the role Mr Nam had applied for and Mr Lacey's evidence that he understood this was the role being recruited.

[18] Mr Nam was then more formally interviewed online by Mr Lacey and another longer term FPE who is no longer employed by GHD. Mr Nam was then offered a job and accepted it. GHD offered him a role as a 'Fire Protection Engineer P007', the latter coding indicated GHD's internal grade system against roles that runs from P001 (most senior) to P010 (most junior). The grading is based on experience, skills and competency and affects the level of salary paid to an employee.

[19] Mr Lacey says he had nothing to do with what role was offered to Mr Nam on paper. Mr Gaskin who was to be Mr Nam's direct manager gave evidence that the reason Mr Nam was employed as a FPE is because this recognised he was more than a graduate (I take it the 'technician role) but that he was at the lower end of the grading scale hence the 'P007' grading. Mr Nam says he did not understand the significance of the grading number. Either way, Mr Nam commenced work and continued to work about 80% of his time doing design modelling and associated tasks such as client liaison about the modelling work on projects, answering 'requests for further information' and at times checking on site.

[20] When I consider the written job description that Mr Nam was offered and accepted for a FPE role it contains supervisory and mentoring tasks, input and responsibility for technical oversight, client business development and no indication that it was a position focused on modelling which the FPT advertisement he applied for clearly does show. I am not satisfied that Mr Nam was completing many of the job tasks in the FPE job description during his tenure with GHD. I have nothing before me to show he challenged this during his employment.

[21] That Mr Nam appears to have been employed in a position that he applied for but which the job description did not accord to is further supported by Mr Beaumont's evidence. He provided communications to show that after Mr Nam commenced in his role he himself initiated a down grading of Mr Nam's cost-out code from '007' to '008' because of his level of experience. That correspondence shows some tension within GHD as to two employees referenced as 'anomalies' of which Mr Nam was regarded as one. The correspondence included that they have been hired 'with a finance classification that does not align with their salary'.⁶ There is evidence Mr Nam signed an agreement for this charge out rate change. I accept that Mr Nam's salary was not affected and by other payroll documentation he remained at the 'P007' grading.

[22] Unhelpfully, through its evidence, GHD witnesses have variously referenced the GHD grading system to describe the actual roles performed which based on what is before me clearly it is a banding system against the role. As noted above, Mr Nam's evidence is that he did not understand what this numbering was about. He considered he had been employed as an 'engineer' and not just a 'technician'. I am not wholly satisfied he did not understand the grading system. Certainly, on the paper work the job description references him as a 'Fire Protection Engineer'. However, Mr Nam accepted in his evidence that he performed most of his work doing modelling and associated tasks (80%). GHD's evidence is that Mr Nam started doing modelling work from commencement and was 'mainly used as a drafting resource.'⁷ This was not a situation that went on for a short time. The employment lasted for two years.

⁶ Emails Common Bundle, page 46 between Mr Beaumont and a GHD Human Resource manager.

⁷ Witness Statement of Phil Lacey, 9 October 2025 at [15].

[23] Standing back from the above I find it likely that Mr Nam applied for a role that would see him doing modelling work he was recognised as having expertise in this area in relation to sprinkler design which is consistent with his four years doing this, he was recognised with what I find was likely a higher salary than that what could have been paid to him as a technician (FPT) because he was more than a graduate, GHD however still then required him to do predominantly modelling work which is what he did for the most part for two years. I find that while GHD could more admirably have organised clarity for Mr Nam about its grading system, Mr Nam very likely knew what work he was doing, that it was mostly modelling work with associated tasks and I find it was from this role, albeit slightly hybrid with a few FPE tasks, that GHD disestablished resulting in Mr Nam's termination of employment.

Was GHD justified in ending Mr Nam's employment based on a genuine decision based on business requirements?

[24] On 7 August 2024 GHD provided Mr Nam with a 'Change Proposal' document after inviting him to a meeting which he attended. It included that Mr Nam had the opportunity to consider the proposal and feedback before final decisions were made. Mr Nam after this sought and used representation during the process.

[25] The proposal included that 'across many areas of the [GHD] business in New Zealand we have seen workloads dropping over recent months.' This was explained by a 'change in government,' an expected time wait before 'indicated' government investment in infrastructure 'would translate into project work,' and 'costs pressures' that GHD clients were facing. Beyond this very general language examples of 'key initiatives' being cancelled or put on hold were provided which included 'less school projects'.

[26] The proposal went on to include that 'utilisation' rates have dropped to 'around 60%' and that was 'well short of our business target.' There is reference to forecasting and in particular in relation to the ongoing pipeline of work. The proposal states that as a result of the 'current projections' a 'low workload' was anticipated in the fire protection team and 'in particular the backlog of Sprinkler Design modelling work is expected to remain low.'

[27] The proposal document set out the members of the Fire Protection Team (eight employees) but it was only Mr Nam's role selected as the single role to be disestablished as stated in the following single paragraph under 'proposed changes':

In order to react to these dynamic market conditions and ensure that the National Fire team is on track to meet our business plan which impacts on the wider NZ business, the following change is proposed:

Disestablish the Fire Protection Engineer (P007) based in Christchurch. The limited amount of work available can be absorbed by the P006 role and additionally we will look to better leverage our Manila based modelling team. Manila resources are more cost effective compared with NZ based resources.

[28] Mr Lacey's evidence is that the decision to consider and build the capacity of the Manila resource for modelling work was made after a consultant was employed to look at this in April 2024. When responding to Mr Nam's representative querying more detail to give feedback on GHD provided that Mr Nam's utilisation rate was 33.3% of a target of 75% putting his utilisation 'significantly behind' what I take is the already reduced 60% referenced in the proposal document. That response also included repeating the strategy to build a Manila based contracted resource to complete modelling work and gave the significantly less salary costing to that of a New Zealand based salary for that work⁸.

[29] No information was provided about other roles in the proposal document or how they had been considered. However, the prime driver for the proposal appeared to be that the work Mr Nam was doing could be sourced more cheaply elsewhere which in turn would make the costs for projects more commercially competitive in a down trend pipeline of work. There appeared to be no issue with Mr Nam's performance. I found Mr Beaumont as the Business Group Leader to be a straight forward witness who explained the genuine reduction in the pipeline of work coming in. It is pointed out for GHD that Mr Nam has not challenged the genuineness of the business reason to have made the proposal. I find that GHD made a genuine business decision to propose to disestablish Mr Nam's role which was predominantly modelling.

⁸ Letter to Mr Nam's representative, 16 August 2024 from Anna Goodhue, Senior People Business Partner, GHD.

Did GHD fail to sufficiently consult with Mr Nam about the downturn in work during the restructuring or earlier and did this constitute a breach of good faith under s 4(1A) rendering the ending of Mr Nam’s employment an unjustified dismissal? Did GHD fail to make it clear to Mr Nam that his employment could end if he did not meet billing levels and were his billing levels reduced due to actions of GHD?

[30] Section s4(1A)(c) provides that an employer ‘who is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of an employee, to provide to the employee affected: (i) access to information, relevant to the continuation of the employees’ employment, about the decision; and (ii) an opportunity to comment on the information to their employer before a decision is made.

[31] What is before me shows the employer, albeit with some further requests, provided Mr Nam with information and extended time for him to feedback which he did through his representative. I find that Mr Nam was consulted with and had the opportunity to give feedback which he did. GHD provided responses to his feedback.

[32] I do not find Mr Nam’s position that he should have been told earlier about the pipeline of work drying up has been unfair to him. It is submitted for Mr Nam (and he reflected this in his oral evidence) that learning earlier that a redundancy may result because contracts had paused or were cancelled would have meant he did not receive such a shock when the proposal was put to him. While other Authority cases were referenced to support this⁹ I found neither similar to Mr Nam’s situation. They both involved situations of senior employees, both who worked very short lengths of time when their roles were disestablished due to a lack of work for them but where there was no actual work lined up for them when they started and projections never eventuated. The issues focused on the lack of agreement that work had to be sought by the employee’s efforts or that the employee was potentially misled. Neither of these things apply here. Mr Nam worked for approximately two years doing predominantly modelling work designing fire sprinklers with a reduction in the work coming later on. He did not commence with an employer who in fact did not have any work for him to do in that area.

⁹ *Tulloch v Resource Development Consultants Ltd* [2013] NZERA Christchurch 233; *Park v Data Insight Limited* [2024] NZERA 334.

[33] Mr Nam has said he was not aware of the need to have met budget billing targets and considers he could have done something about this earlier if he knew he would have his employment ended because of it. I am not convinced he had the seniority as part of his role to have influenced such work continuance. Mr Beaumont referred to regular team meetings about billing targets. Mr Nam later accepted he was aware of this. However, I find nothing that linked to Mr Nam's performance or concerns about this but rather the down flow effect was the lack of work coming in.

[34] Standing back from the above, I do not find that GHD breached its duty of good faith under s 4(1A)(c) of the Act.

Was Mr Nam's role unfairly singled out for disestablishment?

[35] I have already referred above to Mr Nam's view that he was employed as an engineer and therefore not a modeller technician. I sensed a certain understandable pride in the label 'engineer' from his evidence. However, I have found that he was predominantly in the modelling role, and this was the role GHD made a business decision to make him redundant from.

[36] The challenge that Mr Nam has made is that he was unfairly singled out and that the person who was employed after him had in his view less skills and experience than him and in fact did the same role. I will call this person AB¹⁰ because they played no part in these proceedings. I am not convinced by the communications in Mr Nam's evidence that I take it are to show me that AB had to ask Mr Nam about how to do some modelling work. They appear discreet and not in themselves convincing that AB was someone who was less experienced in the role they were employed in than Mr Nam.

[37] Mr Lacey gave evidence about his role as a senior FPE and his understanding of both the comparative recruitment and roles of Mr Nam and AB. I found him a straight forward and plausible witness. I note the submissions for GHD that while Mr Nam challenges that AB was in the same role as him (named also a FPE) he does not challenge Mr Lacey was in the same role as him despite also being called an 'FPE'. I agree this lends support to the name of the

¹⁰ I have used randomly selected letters.

role not being necessarily being indicative as to what the person focuses on in the role due to their skills and experience, the grading system used.

[38] Mr Lacey's evidence appeared based on an experienced understanding of the industry and various changes occurring. This included his explanation that some people may 'specialise' in different areas. He described what he considered had become a 'subset' of the FPE role, the 'AutoCad/Revit' modelling work. He considered he had not picked up on this work as a 'speciality' in part being of a more mature generation in the industry. He considered AB had not either specialised in their work history in this area either, a history Mr Lacey was aware of from having observed AB in a previous employment. His evidence is that Mr Nam only picked up a small amount of what Mr Lacey considered were FPE jobs that may overlap with the more senior position that AB was recruited for being:

- a. Development of concept fire protection designs
- b. Preparation of fire protection technical specifications
- c. Attendance at client facing meetings over and above project design team meetings which I take to be associated with the modelling work per project.

[39] By contrast to Mr Nam's commencement, Mr Lacey's evidence is that AB immediately took up the tasks left by the previous long term senior FPE and the work was front facing with clients and included in large part supervision and quality assurance in relation to the work being completed on projects. The distinctively different tasks are described by Mr Lacey as:

- a. Support of technicians undertaking fire protection design work; QA review of fire protection designs (Drawings and models) and other project documentation; preparation of fire protection material (performance) specifications, design briefs, and preparation of, or input into, design reports; value engineering review; fire protection contractor shop drawing review; preparation of, or input into, fee proposals.

[40] Mr Lacey calls the above work 'fire protection engineering' but say it is distinct from what Mr Nam did which he also references in his view could be called, 'Fire Protection Design'. He refers to modelling work not generally being a good cost effective use of a more

senior FPE's time. This is also consistent with the costing for a salary of a modeller in Manila. It is also consistent with the financial concerns that also arose earlier in the employment about Mr Nam's charge out rate.¹¹

[41] Mr Lacey further explained his role involved allocating work and that he allocated different work to Mr Nam and AB because of their different roles based on 'experience and skill sets'. He says AB's role and skill set was to 'determine the fire protection design required for a project and to prepare the documentation to support this design – with the exception of the drawing package (what Mr Nam did).'

[42] In terms of GHD employing AB, Mr Lacey played a primary role in that. While there was a list of candidates in a recruitment process to replace a long term senior FPE who left in August 2023 (about a year after Mr Nam started) he put forward to Mr Beaumont that AB was someone he could approach because he had worked with him before. AB was interviewed and Mr Lacey recalls that he has the skills for a senior role. He had worked with AB previously and considered he was someone who could do a senior role hence AB was employed as an FPE 'P600' role at GHD.

[43] Mr Beaumont includes that AB presented with good interpersonal skills necessary for the FPE P600 role which is consistent with the role having a client facing component. While Mr Nam says he too liaised with clients I am satisfied that based on what is before me this related to the associated tasks with his modelling work.

[44] Standing back from the above, I find it was within scope for GHD to have focused on Mr Nam's role as distinct from AB and that it was Mr Nam's role that was caught by the cost effectiveness of having the predominant tasks of his role undertaken more economically so as to be more competitive. I accept the evidence that little modelling work is now completed in New Zealand in this team since Mr Nam's departure.

Summary of outcome

[45] Based on the above, I am not satisfied that Mr Nam has shown that GHD made anything other than a genuine business decision to disestablish his role after providing him the opportunity to give feedback and be consulted on. Accordingly, the claim is unsuccessful.

¹¹ See above at [21].

Costs

[46] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves.

[47] If the parties are unable to resolve costs, and an Authority determination on costs is needed, GHD may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination. From the date of service of that memorandum Mr Nam will then have 14 days to lodge any reply to memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[48] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual 'daily tariff' basis unless circumstances or factors, require an adjustment upwards or downwards.¹²

Antoinette Baker
Member of the Employment Relations Authority

¹² www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1