

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 27
3342020

BETWEEN JESSE RENNIE
Applicant

AND DJ AUTO VEHICLE IMPORTER
LIMITED
Respondent

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LIMITED
Applicant

AND JESSE RENNIE
Respondent

Member of Authority: Peter van Keulen

Representatives: Chrissy Gordon, advocate for Jesse Rennie
Zachary Pentecost and Phillis Goredema, counsel for DJ
Auto Vehicle Importer Limited

Investigation Meeting: 7 October 2025

Submissions Received: 7 October 2025 and 16 October 2025 from Jesse Rennie
7 October 2025 and 17 October 2025 from DJ Auto Vehicle
Importer Limited

Date of Determination: 19 January 2026

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Jesse Rennie was employed by DJ Auto Vehicle Importer Limited as a car groomer from 29 April 2024.

[2] On 13 July 2024 Mr Rennie received an email from DJ Auto that told him that in line with his casual employment there would be no further work for him.

[3] Mr Rennie does not accept that he was a casual employee with DJ Auto, and he says, the email of 13 July 2024 was a dismissal and that was unjustified. Mr Rennie raised a personal grievance for unjustified dismissal.

[4] DJ Auto denies the unjustified dismissal allegation relying on Mr Rennie being a casual employee. In addition, DJ Auto says that Mr Rennie misrepresented his work experience in his CV and the misrepresentations were significant such that had the correct position been set out with Mr Rennie's experience it would not have employed him.

[5] Mr Rennie denies the misrepresentation as alleged; he says any inaccuracy in his CV was a mistake or of no consequence as his CV accurately reflected his experience and ability.

[6] These allegations and denials formed the employment relationship problem that I investigated, and this determination resolves.

The Authority's investigation

[7] I investigated the employment relationship problem by receiving written evidence and documents, holding an investigation meeting on 7 October 2025 and assessing the oral and written submissions from the parties.

[8] As permitted by 174E of the Employment Relations Act 2000 (the Act) I have not recorded all the evidence and submissions received, in this determination. I have set out my findings of fact and law, then based on this I have expressed conclusions on issues as necessary to dispose of the matter, and then I have specified the orders made as a result.

Unjustified dismissal

Issues

[9] There are two main issues to deal with for the unjustified dismissal aspect of this employment relationship problem:

- (a) What was Mr Rennie's employment status – was he a casual employee or a permanent employee?

(b) Based on Mr Rennie's employment status was he dismissed in a manner that was unjustified?

What was Mr Rennie's employment status?

[10] In deciding whether Mr Rennie was a casual employee or a permanent employee I must assess the real nature of the employment relationship with DJ Auto.

[11] I do this by firstly assessing the basis on which Mr Rennie was employed, which includes the offer made and the employment agreement that was signed, to see if that identifies the parties' intentions; although the description of the relationship is not determinative.¹

[12] Then I must consider how the relationship operated, looking for whether it operated in line with the intentions or differently.

[13] There will be features arising out of the operation of Mr Rennie's role that will indicate whether he was employed on a casual basis or permanent basis. Noting here that the parties' intentions may explain why the parties acted as they did, or the actions may be contrary to the parties' intentions and determinative of a relationship contrary to the intentions.

[14] In short these features will inform whether there is an obligation on the employer to provide work to the employee and an obligation on the employee to accept it; this being the key aspect for determining the type of employment Mr Rennie had with DJ Auto.² So, for example, if an employer requires notice before an employee takes leave that indicates the employee has an obligation to accept work or if an employee works a regular shift pattern then that is a factor that indicates the employer has an obligation to offer work, because there is an expectation created by the regularity of the work.

What type of employment relationship did the parties intend to have?

[15] DJ Auto imports and sells Japanese pre-owned cars. It has two sites: one car yard in Auckland and one in Christchurch.

¹ *Baker v St John Central Regional Trust Board* [2013] NZEmpC 34 at [20]; and *Jinkinson v Oceana Gold (NZ) Ltd* [2009] ERNZ 225 at [37].

² *Baker v St John Central Regional Trust Board*, above n 1 at [23]; and *Jinkinson v Oceana Gold (NZ) Ltd*, above n 1 at [41].

[16] The car yard in Christchurch had two permanent employees: Darcy Poole the Car Yard Manager and Blake Sinclair the Car Yard All-rounder.

[17] Historically the Christchurch yard had two busy periods in a year, around March to June and the period just before Christmas. These busy periods meant there was more work for Mr Sinclair in preparing cars for presentation on the yard and DJ Auto responded to this by employing staff on a casual basis to cover the additional work.

[18] In April 2024 DJ Auto was again experiencing a busier period of work and they also anticipated a further increase in work as they had entered a commercial arrangement with a hire car company to purchase cars.

[19] So, in April 2024 Michael Choi, Director of DJ Auto and effectively the CEO of both car yard businesses, discussed with Mr Poole the need for another employee to cover the extra work. As they had done previously, they decided to hire a casual employee with car grooming experience to assist with the extra detailing and presentation work for cars on the car yard as well as some general car yard duties.

[20] Mr Choi advertised the vacancy online and reviewed the applications received. Mr Choi says the role was advertised as a casual role. Mr Rennie's application was selected and after discussing the application and CV with Mr Poole, Mr Rennie was invited for an interview.

[21] Mr Poole says that in the interview he explained the role to Mr Rennie which included showing him around the car yard. He says he told Mr Rennie the role was casual and that shifts would be given to him in line with the opening hours of the yard, Monday through Friday being 9:00 am to 5:30 pm. He says what he was advising Mr Rennie was that shifts would be offered to him on the basis that he would work a full day, and the days offered would be during the week rather than Saturday (when the yard was also open).

[22] Mr Rennie says he does not recall the role being described as casual in the interview but says there was a discussion about hours of opening for the car yard and therefore the hours he would work – this being Monday to Friday 9:00 am to 5:30 pm.

[23] After the interview Mr Poole and Mr Choi discussed Mr Rennie's experience and the interview and decided to offer him the casual role. The offer was made by Mr Choi and he sent Mr Rennie an employment agreement by email on 26 April 2024.

[24] Mr Rennie accepted the offer and returned the employment agreement signed by him on the same day.

[25] Mr Rennie's employment agreement with DJ Auto included the following:

Type of employment agreement

The employee will work on a casual "as required" basis with no expectation of ongoing employment. The employer will give reasonable notice when asking the employee to work, and the employee may choose whether to accept or decline the work. If the offer of work is accepted, the employee must complete it – unless either the employer or the employee ends this agreement.

...

Hours of work

The employee is employed on a casual "as required" basis and may agree to work if the employer asks them to. The employer may offer work during its usual hours of business of Monday to Friday, between the core hours of 9 am to 5.30 pm . There is no obligation on the employer to offer work or the employee to accept the offered work.

...

Annual leave

The employee will get holiday pay at the same time as their regular pay instead of being paid during their holidays. This is known as pay-as-you-go leave and will be paid at a rate of 8% on top of the employee's gross earnings.

[26] These clauses are standard clauses in a casual employment agreement, and they clearly identify the nature of the relationship and how it would operate in two key parts – the offering of shifts without any obligation to accept for Mr Rennie or to provide additional work for DJ Auto and holiday pay being paid as part of Mr Rennie's regular pay.

[27] So, the employment relationship was identified as being casual from the outset both in the advertisement and the interview. On this point I preferred the evidence of Mr Choi and Mr Poole as it was consistent with their own evidence and the contemporaneous documents (i.e., the employment agreement), and made sense in terms of the workload described and what the business wanted – in contrast Mr Rennie's evidence was not credible as he largely did not recall what was discussed in the interview and he appears to have confirmation bias, creating a memory around being told he was working opening hours five days per week which did not make sense based on all of the evidence.

[28] Either way, if Mr Rennie believed the role he was offered was to be permanent and five days per week then that incorrect understanding was corrected by the employment agreement which clearly identified the relationship as casual - Mr Rennie accepted when questioned that he had read and understood the relevant clauses.

[29] So, at the outset DJ Auto intended for the employment relationship to be casual, and Mr Rennie knew that was the role offered when he read the employment agreement, and he knew it was the role he accepted when he signed the agreement.

How did the employment relationship operate?

[30] Mr Rennie says the employment relationship did not operate on a casual basis rather he worked as if he was a permanent full-time employee. He says that for the eleven weeks he worked for DJ Auto:

- (a) He worked Monday to Friday 9:00 am to 5:30 pm except for when he was sick, for one day when he had pre-arranged leave and for two public holidays when the car yard was closed.
- (b) Other than in the first week he was not offered shifts - he was not told anything about upcoming work, he was just expected to attend work Monday to Friday during opening hours.
- (c) When he was sick and did not attend work, he was required to provide medical certificates and the days he had off work were recorded in his payslips as leave without pay – this being consistent with a permanent employee who had worked less than six months and had no sick leave entitlements.
- (d) He was paid for the two public holidays he did not work – again consistent with a permanent full-time employee.

[31] In contrast DJ Auto says the employment relationship did operate on a casual basis:

- (a) Mr Rennie was offered work daily, either by Mr Poole asking him to work the next day, by Mr Poole acknowledging that he would work the next day by saying “see you tomorrow” or by Mr Poole assigning him work for the following day when the team discussed the upcoming workload at the end of a day.

- (b) Mr Rennie was never expected to work or told he had to work – Mr Rennie could refuse or turn down work, which he did on a few occasions, mainly when he was sick. DJ Auto says that of the eleven weeks Mr Rennie worked only five of them were complete weeks where Mr Rennie worked Monday to Friday.
- (c) DJ Auto was not obliged to offer Mr Rennie work and when Mr Rennie asked to work more hours it did not offer extra shifts to him.
- (d) Mr Rennie offered to provide medical certificates when he was away from work sick, DJ Auto saw no harm in receiving these but did not require Mr Rennie to provide them.
- (e) DJ Auto did pay Mr Rennie for two public holidays, but this was a mistake as the person who usually did payroll was absent. The same thing happened with Mr Rennie's sickness absence being recorded as leave without pay – this was simply a mistake.
- (f) Mr Rennie's holiday pay was paid to him in his regular pay, calculated at 8%.
- (g) Mr Rennie was free to work elsewhere, and he attempted to do this by establishing a business cleaning headlights.
- (h) It did not dismiss Mr Rennie, rather it simply told him that as the workload had decreased he would not be offered any further shifts from 15 July 2024 – so it cancelled the 15 July shift Mr Rennie had been offered and simply told him there would not be any further shifts unless things changed and workload increased again, in which case it would contact him.

My assessment

[32] Based on the evidence I heard and considered I find the following:

- (a) DJ Auto did offer Mr Rennie shifts daily – this was how it intended to operate the employment relationship, as Mr Poole explained in the interview with Mr Rennie. Shifts were offered by Mr Poole telling Mr Rennie there was work the next day either directly, by acknowledging this with reference to seeing Mr Rennie the next day or by assigning him work for the next day at the end of a

day's work. Work was offered based on workload and DJ Auto needing Mr Rennie to work.

- (b) There was not a sufficient pattern of Mr Rennie being offered and consistently working five days per week to create any expectation of ongoing work or an obligation on DJ Auto to provide work.
- (c) DJ Auto did not require Mr Rennie to provide medical certificates when he was sick, DJ Auto mistakenly paid Mr Rennie for two public holidays and it mistakenly recorded days when Mr Rennie did not work due to sickness as leave without pay. DJ Auto did not intend to treat Mr Rennie as a permanent employee.
- (d) Other than the three mistakes recorded above, DJ Auto did not treat Mr Rennie as a permanent employee – it paid holiday pay with Mr Rennie's regular pay, it did not expect him to work unless he accepted a shift, it did not stop him working elsewhere or conducting his own business, it cancelled the shift on 15 July 2024 and advised Mr Rennie that it would not offer further shifts unless work increased again.

[33] Based on the parties' agreement that Mr Rennie would be employed on a casual basis and the way the employment relationship operated I am satisfied that Mr Rennie was employed on a casual basis.

Unjustifiable dismissal

[34] As Mr Rennie's employment with DJ Auto was casual the notification DJ Auto gave Mr Rennie on 13 July 2024, where it cancelled the 15 July 2024 shift and advised him there would be no further shifts offered until workload increased, cannot give rise to an unjustified dismissal grievance.

Misrepresentation

[35] DJ Auto says that Mr Rennie made two misrepresentations in the CV he provided to them when he applied for the role with it. First, he stated he had been employed by Hertz from May 2021 to October 2023 when he was employed by a contractor to Hertz and second, he

failed to put in his CV that he had been employed by RV Super Centre for a short period in 2023 that ended with his dismissal in December 2023.

[36] DJ Auto says the misrepresentations were material in that Mr Rennie working for Hertz was a key aspect of it deciding to offer him a role and further if it had known he was dismissed from RV Super Centre it would not have offered him a role.

[37] DJ Auto says that the misrepresentations are a breach of Mr Rennie's employment agreement. The employment agreement included an acknowledgement on the signing page stating: "*The information I have given is true and correct to the best of my knowledge and belief, and I have not left out anything that could affect the decisions to employ me.*" And the breaches by Mr Rennie are sufficiently serious and go to the heart of trust and confidence and this means a penalty should be imposed against Mr Rennie.

[38] Mr Rennie says he believed he was employed by Hertz as his work was based at a Hertz rental facility and he worked grooming Hertz rental cars. Further he did not think he was required to disclose all his employment if he did not wish to. In this regard the work with RV Super Centre occurred at a difficult time for him resulting in poor attendance at work for which he was dismissed – as the personal circumstances that caused this to happen were no longer occurring he believed the dismissal was not reflective of his work ethic and the manner in which he would apply himself to any new job, so he chose not to put this in his CV. Mr Rennie also says he used Chat GPT to draft his CV and he did not fully review the CV produced, so he was not aware of any inaccuracies.

[39] Mr Rennie says that his CV was an accurate reflection of his experience and his work ability – whilst he did not work for Hertz (a point he did not appreciate at the time) he did work on Hertz vehicles and had relevant experience, and the RV Super Centre situation was not reflective of his work ethic or attitude and was therefore not relevant.

[40] I accept that Mr Rennie misrepresented his employment with Hertz insofar as he was not directly employed by Hertz. I also accept that Mr Rennie failed to disclose his employment with RV Super Centre either on his CV or in his application for the role with DJ Auto.

[41] I am not satisfied that the misrepresentation regarding employment with Hertz warrants a penalty being imposed for a breach of Mr Rennie's employment agreement. I find it was either

an inadvertent misrepresentation or at least not a deliberate misrepresentation made to mislead. I am not satisfied that the misrepresentation is sufficiently serious to warrant a penalty.

[42] Mr Rennie's failure to disclose his employment with RV Super Centre is more problematic. It is clear this was a deliberate choice made by Mr Rennie as the short period of employment and dismissal reflected badly on him – a point he accepted in questioning. In the circumstances this is a breach of Mr Rennie's employment agreement and on the face of it appears to be sufficiently egregious to warrant a penalty.

[43] However, reflecting on Mr Rennie's evidence I accept that he was genuinely motivated to present an accurate picture of his employment history as well as his work ethic when he excluded the RV Super Centre employment from his CV. In this regard he genuinely believed the RV Super Centre employment and dismissal was out of character for him and therefore not reflective of him, his work experience or the way he would be dedicated to working for a new employer. This was because his poor attendance, which resulted in his dismissal, was a product of circumstances out of his control and those circumstances were (and are) unlikely to be replicated.

[44] Given this I will not impose a penalty against Mr Rennie.

Conclusion

[45] Mr Rennie was employed by DJ Auto on a casual basis and the employment relationship problem based on unjustified dismissal is resolved in favour of DJ Auto.

[46] Mr Rennie did not intentionally misrepresent his employment experience regarding being employed by Hertz and whilst he failed to record one period of employment this is not sufficient for a penalty to be imposed on him. The employment relationship problem based on misrepresentation is resolved in favour of Mr Rennie.

Costs

[47] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves. Given that neither party was successful with the aspects of the employment relationship problem that they advanced it appears that costs should lie where they fall, but for now I will leave that for the parties to discuss.

[48] If the parties are unable to resolve costs, and an Authority determination on costs is needed, any party that considers it is entitled to an award of costs 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 the other party will then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[49] 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.³

Peter van Keulen
Member of the Employment Relations Authority

³ For further information about the factors considered in assessing costs see:
www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1