Determination Number: AA 223/04
File Number: AEA 166/04

Under the Employment Relations Act 2000

BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND OFFICE

BETWEEN	Darrell Craig (Applicant)
AND	Dean Pritchard Builders (Respondent)
REPRESENTATIVES	Gerald Wagg, Counsel for Applicant Helen Thorpe, Advocate for Respondent
MEMBER OF AUTHORITY	Vicki Campbell
INVESTIGATION MEETING	11 June 2004
SUBMISSIONS RECEIVED	28 June 2004
DATE OF DETERMINATION	2 July 2004

DETERMINATION OF THE AUTHORITY

The employment relationship problem

[1] In a statement of problem received on 1 March 2004 Mr Darrell Craig says he was unjustifiably dismissed from his job as an apprentice and also says he was not paid correct wages for his employment.

[2] In an amended statement of problem received on 17 May 2004, Mr Craig also claims the Employment Relations Act has been breached as the respondent failed to provide a written employment agreement. He claims that the failure to provide an employment agreement gave rise to unfair bargaining.

[3] In its statement in reply received on 22 March 2003 Dean Pritchard Builders ("DPB") denies Mr Craig was unjustifiably dismissed.

Background

[4] Mr Craig is 19 years old.

[5] In May 2003 Mr Craig approached Mr Dean Pritchard with a view to obtaining an apprenticeship with him as an apprentice carpenter.

[6] Prior to employment at DPB, Mr Craig had undertaken a 12 month Certificate in Carpentry at Manukau Institute of Technology. After that he had been employed by Muldoon Builders for 9 months as an apprentice carpenter and was enrolled in the apprenticeship scheme through the ITAB.

[7] Mr Pritchard has worked in his own business for six years as a sole operator. Two years ago he employed his first employee, followed in June 2003 with the employment of Mr Craig. This bought the total number of employees to 2.

[8] Mr Craig told me that before he left Muldoon Builders he spoke to the Sales Representative from ITAB about whether he could move his apprenticeship from one builder to another. He was told he could.

[9] It was common ground at the investigation meeting that on 3 June 2003 Mr Craig commenced employment on a one month trial. Mr Pritchard told me Mr Craig was employed initially as a Labourer.

[10] Mr Pritchard told me that during the trial period he became concerned about Mr Craig's lack of skills and the number of mistakes he was making. Mr Pritchard told me he had raised these concerns informally with Mr Craig in one-on-one sessions. Mr Pritchard was of the view that Mr Craig should be let go at the end of the trial period. However, after discussing Mr Craig's performance and his background with Mrs Pritchard, he decided to keep Mr Craig on.

[11] While there was no dispute that the parties had agreed to a one month trial period it was, in any event, not able to be relied upon as the trial period was not specified in writing in an employment agreement as required by section 67 of the Employment Relations Act 2000.

[12] On 27 June 2003 a discussion took place between Mr Craig and Mr Pritchard. Mr Craig told me Mr Pritchard had told him he was happy with his work, although there were one or two things which needed improvement such as his speed and accuracy. Mr Pritchard confirmed to me that they talked about Mr Craig's work rate and his performance. Mr Pritchard told me he also advised Mr Craig he would need to improve a lot.

[13] Mr Craig told me Mr Pritchard offered him the position of apprentice carpenter. They discussed hours of work being 7.30am to 5.00pm, with two breaks from 10.30am to 11.00am and a lunch break from 1.30pm to 2.00pm.

[14] Mr Craig told me he advised Mr Pritchard that he was already registered with ITAB.

[15] Mr Craig's rate of pay was $9.00 per hour.

[16] Mr Pritchard told me that it was a term of employment that when the work was finished at the end of the day or it was too wet to work, Mr Craig could be sent home and no pay would be attributable to the time.

[17] Mr Craig told me that several days after the 27 June meeting he dropped some gifts around for Mr and Mrs Pritchard to express his appreciation for the apprenticeship.

[18] Mr Pritchard told me that Mr Craig brought the gifts around as part of his birthday shout and not to thank them for his apprenticeship. Mrs Pritchard says she recalls Mr Craig bringing the gifts around and that the timing coincided with Father's Day weekend. Mr Craig's birthday is on 5 September. This supports Mr and Mrs Pritchard's memory of events.

[19] On 30 June 2003 Mr Craig applied for and was successful in gaining enrolment at UNITEC for a certificate in Applied Technology Carpentry ITABs year 1. Mr Craig was advised in writing on 10 July 2003 that he had been successful. The semester started on Monday, 21 July 2003.

[20] The course required Mr Craig to attend UNITEC one day each week for a period of 20 weeks plus one week's assessment at the end of each year of training.

[21] Mr Pritchard says Mr Craig did not discuss his application with Mr Pritchard prior to receiving the letter of acceptance. Mr Craig could not recall when he first raised the course with his employer. Mr Craig told me he thought he had discussed it with Mr Pritchard before he made the application, however, the application did not have the supporting documentation by Mr Craig's employer as required

[22] Based on the information gained through my enquiry, I find it is more likely than not that Mr Craig discussed the course with Mr Pritchard for the first time on Friday, 18 July 2003. Mr Pritchard told me he was packing up on the Friday and said to Mr Craig "*see you Monday*". It was then, that Mr Craig advised Mr Pritchard of his plans to attend the UNITEC course the following Monday.

[23] Mr Pritchard was not happy for Mr Craig to attend the course. Mr Pritchard told Mr Craig he was a small employer and he could not afford to have one of his employees away for one day each week.

[24] Mr Pritchard told Mr Craig that he would organise a block course with the Building and Construction Industry Training Organisation (BCITO) of which he [Mr Pritchard] was a member. The BCITO training courses could be completed by correspondence and modules checked off against required standards by Mr Pritchard who was an approved assessor.

[25] Mr Pritchard told me that on 27 July 2003 he received information in the form of an employee pack and an employer pack, from the BCITO. Mr Pritchard told me he passed the employee pack onto Mr Craig and retained the employer pack for himself. Mr Craig denies receiving a copy of the employee pack. Mr Pritchard recalls that he gave the pack to Mr Craig at the same time as the kitchen was being put in the house they were working on.

[26] Mr Pritchard waited for Mr Craig to come back to him to discuss the apprenticeship programme outlined in the employee pack, however he never did. Mr Craig says he didn't come back to Mr Pritchard because he never received the pack.

[27] Mr Pritchard produced the employer pack at the Investigation Meeting. I am satisfied on balance, that Mr Pritchard received two packs and passed one onto Mr Craig.

[28] Mr Pritchard told me Mr Craig made a lot of mistakes while working for him. Mr Craig accepts that he made mistakes with his work. He gave me an example where he cut cedar boards too short. Mr Craig wasn't concerned about this mistake as he felt the boards could be used somewhere else on the house.

[29] Mr Pritchard told me that on at least three occasions he had discussed performance issues with Mr Craig.

[30] Mr Pritchard says that in August 2003 he told Mr Craig that things weren't working out, but that he would keep him on until the house currently under construction had been completed. At that time, the house building had been delayed and so Mr Pritchard had Mr Craig working at his house to keep him in paid work.

[31] On 12 September 2003 Mr Pritchard spoke with Mr Craig and advised him that there was only finishing work left to be completed on the current job, that Mr Craig was costing him too much money with the mistakes he was making and that he should finish at the end of the month.

[32] Mr Pritchard says he told Mr Craig he would try and arrange work with builders he knew that had bigger businesses than his and were looking for staff.

[33] Mr Craig immediately began looking for alternative work. Mr Craig was subsequently offered and accepted a position with Bunnings Warehouse. Instead of finishing at the end of the month, Mr Craig requested to be released on 26 September 2003 to enable him to commence at his new employment. This request was agreed to by Mr Pritchard.

[34] At the investigation meeting, several times, Mr Craig told me he provided Mr Pritchard two weeks notice. During questions from Counsel Mr Craig recanted that evidence and told me he was confused. I accept that Mr Craig did not provide notice to his employer. Mr Craig did become confused during the investigation meeting. I have put this down to his young age and lack of experience in these types of matters.

Discussion and Determination

[35] In determining this matter I have had regard to the submissions I have received from the parties and the information gained from the parties as a result of my investigation.

Wages Claim

[36] Mr Craig claims that he did not receive all the wages due to him. In his amended statement of problem Mr Craig claims the amount of $189.00. Mr Craig also complained that he received his wages by crossed cheque and could not get access to his wages until the cheques had been cleared by his bank.

[37] In his brief of evidence Mr Craig changed his claim of unpaid wages to include an additional two and a half hours each week. His claim is based on his assertion that he was actually employed to work 9 hours per day. He says that the morning break taken from 10.30am to 11.00am should have been a paid break. At the investigation meeting Mr Pritchard acknowledged that only one of the breaks was an unpaid break.

[38] It was common ground that Mr Craig raised the difficulties with the crossed cheques with Mr Pritchard during his employment with the result that wages were from then on paid by cash cheque.

[39] Mr Craig told me he completed some timesheets but not all the time. Mr Pritchard produced seven timesheets which had been completed by Mr Craig. Mr Craig worked for Mr Pritchard for a total of 15 weeks.

[40] Mr Pritchard produced the wages record for my scrutiny. I discussed this record and its entries with Mr Craig and compared them to his bank deposit slips. He accepted that he had been paid all the money the wages record and the timesheets which had been completed, indicated he worked.

[41] Mr Craig is of the opinion that he should have been paid a minimum of 45 hours per week for each week of employment. Mr Pritchard told me that the industry custom and practice is that when it is too wet to work, or there is no work to be done employees are sent home and no pay is due for the time not worked. In answer to my questions, Mr Pritchard accepted he never actually told Mr Craig about this practice.

[42] On reviewing all of the evidence it appears to me that assumptions have been made by Mr Pritchard. Mr Pritchard was under the misapprehension that Mr Craig had three years experience in the building industry. Mr Pritchard assumed, on the basis of this information, Mr Craig would know of the wet weather and job finish arrangements. As became obvious at the investigation meeting this is not correct. Mr Pritchard never discussed with Mr Craig the wet weather provisions and how that would affect his pay.

[43] Having considered all the information, I find that Mr Craig's hours of work specified at the 27 June 2003 meeting were 9 hours per day. I have reached this conclusion, notwithstanding the timesheets completed by Mr Craig himself, which showed that when he worked from 7.30am to 5.00pm he claimed a total of 8.5 hours per day.

[44] The absence of a written agreement has become problematic for Mr Pritchard. Had there been a written document, the issues regarding the number of hours to be worked each day, together with the wet weather and job finish arrangements could have been clearly established for both Mr Craig and Mr Pritchard.

[45] Given my findings above, Mr Craig has been short paid his wages both by ½ an hour each day on the days he was paid for 8.5 hours. On those days when he was required to leave work early due to wet weather or because of lack of work Mr Craing has also been underpaid. By my calculations, the shortfall between what Mr Craig should have received and what he actually received is $330.00.

[46] Mr Pritchard claimed he had overpaid Mr Craig $18.00 in wages and $36.00 in Holiday Pay. Given my findings above regarding the wages due for each week worked by Mr Craig, I find that Mr Pritchard did not overpay wages to Mr Craig. With regard to the Holiday Pay, unfortunately it appears Mr Pritchard has calculated the holiday pay due at termination on the net wages figure and not the gross wages figure as required under Holidays Act 1981 which was the statute applicable at the time of Mr Craig's dismissal. Based on my calculations Mr Craig has been underpaid holiday pay in the amount of $19.65.

Dean Pritchard Builders is ordered to pay the amount of $330.00 gross to Mr Craig within 14 days of the date of this determination, together with an additional $19.80 gross which is holiday pay equivalent to 6% on that amount. Dean Pritchard Builders is ordered to pay the sum of $19.65 being holiday pay not paid at termination date.

<u>The Dismissal</u>

[47] There is no dispute that Mr Craig was dismissed. Mr Pritchard dismissed Mr Craig as a result of problems he had with Mr Craig's' performance.

[48] The Court in *Trotter v Telecom Corporation of NZ Ltd* [1993] 2 ERNZ 659 set out general observations about justification in relation to any dismissal for alleged unsatisfactory work performance. At page 679 of the decision the Court gave the following as the requirements of fairness and reasonableness:

> *…..specific reasons for dissatisfaction are to be disclosed to the employee; a reasonably specific and measurable improvement demanded of him or her; and a reasonable period of time for it to be established whether the employee is able to achieve that improvement, and at the end of that time a dispassionate consideration given to the question whether enough progress has been made to avert dismissal. This consideration should also take into account the previous good record of the employee…..Even if the employee is unable to come up to the mark, consideration should be given to possibilities of redeployment. ….. there must be a fair trial of the employee's work. This involves providing the employee openly…..with measurable or …..monitorable targets or goals which in turn implies that they must be articulated to the employee being monitored and that they must be such as can later be the subject of an objective decision on the question whether they have been attained or not.*

[49] As to the process to be adopted by an employer in implementing any disciplinary action including the possibility of dismissal it is well established that in arriving at its decision an employer must approach the issues in question in a fair and reasonable manner. That leads to a consideration of process or procedural fairness. The Chief Judge of the Employment Court in *Petersen v Board of Trustees of Buller High School* (unreported, CC 7/02) has provided a useful summary of the standards expected:

> *An example of the Court's approach to the matter is the early but often cited decision of the Labour Court in NZ Food Processing IUOW v Unilever NZ Ltd [1990] 1 NZILR 35, (1990) ERNZ Sel Cas 582. This is a judgment of the Labour Court that I delivered but which I do not hesitate to cite because I was assisted in that case by panel members who concurred in the decision, and because the decision has frequently been cited by the Employment Tribunal. That case can be said to stand for the following propositions:*
>
> *(a) Procedural fairness as a concept is a fundamental requirement and characteristic of the employment relationship which depends on mutual trust and confidence.*
>
> *(b) A dismissal which may appear to be substantively justified will be vitiated if, in the process, the minimum standards of fair and reasonable dealing are ignored or in question.*
>
> *(c) In an employment relationship which provides a procedure or code which is to be followed in the event of disciplinary action, it is a term or condition of the employment that the employee will not be dismissed without the established procedure being first followed, and a good and conscientious employer will follow it.*
> *Where there is no agreed procedure the law implies into the employment relationship a requirement to follow a procedure which is fair and reasonable.*
>
> *(d) What that procedure should be in a particular case is a question of fact and degree depending on the circumstances of the case, the kind and length of the employment, its history, and the nature of the allegation of misconduct relied on, including the gravity of the consequences which may flow from it if established.*
>
> *The minimum requirements can be said to be –*
>
> *(i) notice to the employee of the specific allegation of misconduct and of the likely consequence if the allegation is established;*
> *(ii) a real as opposed to a nominal opportunity for the employee to attempt to refute the allegation or explain or mitigate his or her conduct; and*
> *(iii) an unbiased consideration of the employee's explanation, free from predetermination and uninfluenced by irrelevant considerations.*
>
> *Failure to observe these requirements will render the disciplinary action unjustified.*

[50] The employer's conduct of the disciplinary process is not to be put under a microscope or subjected to pedantic scrutiny nor are unreasonably stringent procedural requirements to be imposed:

Slight or immaterial deviations from the ideal are not to be visited with consequences for the employer wholly out of proportion to the gravity, viewed in real terms, of the departure from procedural perfection. What is looked at is substantial fairness and substantial reasonableness according to the standards of a fair-minded but not over-indulgent person: Unilever at p46 (NZILR) and 595 (Sel Cas).

[51] Mr Pritchard became dissatisfied with Mr Craig's' performance during the first month of employment. Notwithstanding those concerns he confirmed the employment relationship and continued to employ Mr Craig.

[52] Mr Pritchard says he raised concerns about Mr Craig's' performance with Mr Craig on at least three occasions. He told me the issues raised included: exposed posts, expensive cedar weatherboards cut incorrectly, incorrect digging of footings and spilling cement on a newly laid concrete driveway. With the exception of the last matter Mr Craig accepts these issues were raised with him.

[53] Mr Pritchard relies on his telling Mr Craig that if he didn't improve he would have to let him go, to support his contention that the dismissal was justified. Mr Pritchard relies on these discussions as warnings that Mr Craig's' employment was in jeopardy.

[54] I accept that Mr Pritchard discussed his concerns with Mr Craig in the manner described. The discussions however, fall short of meeting the obligation to identify "*measurable or monitorable targets or goals*". This in turn means Mr Pritchard did not make an objective assessment as to whether they were attained or not.

[55] With regard to procedural fairness, none of the elements of procedural fairness were present in the process used by Mr Pritchard when he made the decision to dismiss Mr Craig.

[56] I am satisfied the dismissal of Mr Craig was both substantively and procedurally unjustified. Mr Craig therefore has a personal grievance for which remedies are available.

Unfair bargaining

[57] Section 68 of the Employment Relations Act 2000 states:

Unfair bargaining for individual employment agreements

(1) Bargaining for an individual employment agreement is unfair if

*(a) 1 or more of paragraphs (a) to (d) of subsection (2) apply to a party to the agreement (**person A**); and*
*(b) the other party to the agreement (**person B**) or another person who is acting on person B's behalf–*

(i) knows of the circumstances described in the paragraph or paragraphs that apply to person A; or
(ii) ought to know of the circumstances in the paragraph or paragraphs that apply to person A because person B or the other person is aware of facts or other circumstances from which it can be reasonably inferred that the paragraph or paragraphs apply to person A.

(2) The circumstances are that person A, at the time of bargaining for or entering into the agreement,–
(a) is unable to understand adequately the provisions or implications of the agreement by reason of diminished capacity due (for example) to–

(i) age; or
(ii) sickness; or
(iii) mental or educational disability; or

(iv) a disability relating to communication; or
(v) emotional distress; or

(b) reasonably relies on the skill, care, or advice of person B or a person acting on person B's behalf; or
(c) is induced to enter into the agreement by oppressive means, undue influence, or duress; or
(d) where section 64 applied, did not have the information or the opportunity to seek advice as required by that section.

(3) In this section, individual employment agreement includes a term or condition of an individual employment agreement.

(4) Except as provided in this section, a party to an individual employment agreement must not challenge or question the agreement on the ground that it is unfair or unconscionable.

[58] Section 64 of the Employment Relations Act requires an employer to give a prospective employee a copy of the intended individual employment agreement and a reasonable opportunity to seek independent advice.

[59] Mr Craig says that as he was not provided with either the information or the opportunity to seek advice as required by section 64 of the Employment Relations Act and therefore DPB has unfairly bargained with him in respect of section 68(2)(d).

[60] Mr Pritchard acknowledged that he did not provide a written employment agreement. He told me he was a relatively new employer and had only ever employed one other person. Mr Pritchard told me he had primarily been in business for and by himself alone.

[61] Mr Wagg submitted on behalf of the applicant that Mr Craig was a young person and as such he should have received a written agreement including a training agreement dealing with the Apprenticeship issues. Further that Mr Craig ought to have been advised of his right to seek independent advice before entering into the employment relationship. Mr Wagg submitted that if the Act had been complied with the problems currently before the Authority may not have arisen.

[62] I have already mentioned in this determination that the lack of a written document has become problematic for Mr Pritchard. This employment relationship problem can be traced directly back to the failure on the part of the respondent to meet its clear obligations under the Act. Mr Craig has been put into a position where he really had no option but to take his complaints through this process. It is my view, that if there had been a written document and if Mr Craig had been provided the opportunity to seek advice over that document, the issues being addressed in this determination in relation to arrears of wages and the apprenticeship opportunities would have been dealt with and in all likelihood resolved.

[63] I am satisfied that there has been an element of unfair bargaining as contemplated by section 68(2)(d) of the Act and a remedy is available to Mr Craig under section 69 of the Act.

Loss of Benefit

[64] Mr Craig is claiming compensation for loss of a benefit pursuant to section 123(c)(ii) of the Act. The lost benefit relied on is the loss of an apprenticeship for the applicant.

[65] The benefits covered by section 123(c)(ii) are contractual benefits that an employee can expect from the employment agreement (*Merharry v Guardall Alarms NZ Ltd* [1991] 3 ERNZ 305).

[66] Mr Wagg submitted on behalf of the applicant that Mr Craig has lost benefits associated with an apprenticeship agreement. Mr Wagg submitted that an Industry Training Agreement would have placed obligations on the respondent to keep the apprentice engaged for 8000 hours to complete the qualification. Mr Wagg submitted further, that if the employer was unable to keep the apprentice engaged for 8000 hours then the employer would have been obligated to transfer the apprentice to another qualified and willing employer. On Mr Craig's behalf he seeks compensation under this head to compensate for the expectation of continued employment and apprenticeship arrangements for the 8000 hours required to complete the apprenticeship program.

[67] Ms Thorpe submitted on behalf of the respondent that no loss has been suffered by the Applicant.

[68] Mr Pritchard knew Mr Craig wanted to continue with his apprenticeship. When Mr Craig informed Mr Pritchard that he was going to attend the ITAB training course at UNITEC Mr Pritchard took steps to get information about the BCITO training program of which he is a member and an approved assessor. I am satisfied, that the Employee pack Mr Pritchard obtained from the BCITO was passed onto Mr Craig. Mr Pritchard told me at the investigation meeting that after he gave Mr Craig the information pack he didn't do anything further, as he was waiting for Mr Craig to read through all the information and come back to him to discuss what would happen next. Mr Pritchard told me Mr Craig did not come back to him at all.

[69] Mr Pritchard offered to attribute the time worked at DPB towards Mr Craig's apprenticeship. Mr Craig has never actioned that offer.

[70] Mr Pritchard told me that when he dismissed Mr Craig he offered to locate alternative building work for him, however Mr Craig was not interested.

[71] It is common ground that no training agreement has ever been entered into by the parties to this employment relationship problem.

[72] I do no accept Mr Wagg's submission that DPB would have had an obligation to keep Mr Craig in employment for the entire 8000 hours. Provided procedures are fair and reasonable, employers are not required to continue employing staff who do not meet their required standards where opportunities for improvement have been offered and assessed. There is also no guarantee that an apprentice will meet the unit standards required to achieve the qualification. In this case, Mr Craig accepted that he made mistakes and that his work rate was slow.

[73] I have read the employer pack received by Mr Pritchard and can find nothing in the pack which requires an employer to transfer an employee to another qualified and willing employer where the employer can not keep the apprentice engaged for 8000 hours. In any event, Mr Pritchard offered to find alternative employment with builders who Mr Pritchard knew were bigger than his and had vacancies for staff. Mr Craig decided not to take up this offer.

[74] I am satisfied that Mr Craig has suffered no loss of benefit arising from an employment or training agreement compensable under the Act.

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Remedies

Unjustified dismissal

[75] I have found that Mr Craig has a personal grievance. He is therefore entitled to remedies for that grievance.

[76] Mr Craig claims $5,000 compensation for hurt and humiliation.

[77] Mr Craig told me how upset he was when he received notice from Mr Pritchard. Mr Craig's father also told me Mr Craig was very upset. By agreement, Craig left his employment 2 days before he completed the notice period. This was to allow Mr Craig to commence employment at a new job.

[78] I am satisfied that Mr Craig was upset when he received notice of dismissal from his employer. Mr Craig's employment was of short duration, and he secured further employment immediately. However, the manner of his dismissal was unfair. Having regard to the nature of the personal grievance and the circumstances overall, an appropriate remedy is $1,500.00 under this head.

[79] As required by section 124 of the Act I have given consideration as to whether it could be said that there was contributory conduct which would reduce the remedies. I am satisfied that there was none.

Dean Pritchard Builders is ordered to pay to Mr Craig $1,500 net under section 123(c)(i) of the Employment Relations Act 2000.

Unfair Bargaining

[80] Section 69 of the Act allows the Authority to grant remedies if a party is found to have bargained unfairly. The Authority is able to order the party to pay compensation; make an order cancelling or varying the agreement; and make such other order as it thinks fit in the circumstances.

[81] I have found that DPB bargained unfairly when they entered into the employment relationship with Mr Craig as a result of its failure to provide a copy of the intended agreement and a reasonable opportunity for Mr Craig to seek independent advice. Mr Craig claims compensation of $3,000 under this head.

[82] There have been very few awards made by the Authority under this head. I have considered all the information provided by the parties and feel an award at the lower end of the scale is appropriate in this case. The award is to compensate Mr Craig for the fact that he did not have access to his full entitlement of wages during his employment, and the fact that he has had to take the time and effort to recoup that which ought to have been provided to him in the first instance. As stated earlier, had there been a written agreement from the outset, it is highly likely these issues would have been resolved.

Dean Pritchard Builders is ordered to pay to Mr Craig $1,000 net under section 69(1)(a) of the Employment Relations Act 2000.

Costs

[83] Mr Craig and Mr Pritchard are invited to attempt to resolve the question of costs between them. If they are unable to do so Mr Craig should file a memorandum of costs within 28 days of the date of this determination. Mr Pritchard has a further 14 days from date of receiving Mr Craig's memorandum in which to file a memorandum in response. Mr Craig should file anything in reply within 7 days of receipt.

Vicki Campbell
Member of Employment Relations Authority