

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

[2013] NZERA Christchurch 201  
5420462

BETWEEN JOHN HIDDLESTON  
Applicant

A N D BRIAN HOOPER  
Respondent

Member of Authority: Helen Doyle

Representatives: Robert Thompson & Carren McDonald, Advocates for  
Applicant  
No appearance for Respondent

Investigation meeting: 20 September 2013 at Christchurch

Submissions Received: At the investigation meeting

Date of Determination: 26 September 2013

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**DETERMINATION OF THE AUTHORITY**

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- A. The applicant has a personal grievance that he was unjustifiably disadvantaged in his employment by the late payment of wages.**
- B. The respondent is ordered to pay the applicant by way of reimbursement the sum of \$119 being bank fees incurred as a result of the personal grievance under s 123(1) (b) of the Employment Relations Act 2000.**
- C. The global award of compensation has taken into account humiliation, loss of dignity and injury to feelings as a result of the disadvantage grievance.**
- D. The applicant has a personal grievance that he was unjustifiably dismissed.**

- E. The respondent is ordered to pay to the applicant the sum of \$10,400 gross being reimbursement of three months lost wages under s 123 (1) (b) of the Employment Relations Act 2000.**
- F. The respondent is ordered to pay to the applicant the sum of \$9000 compensation without deduction under s 123 (1) (c) (i) of the Employment Relations Act 2000.**
- G. I make no award for the penalties claimed.**
- H. The respondent is ordered to pay \$832 being holiday pay.**
- I. The respondent is ordered to pay the sum of \$1982.56 being costs and disbursements.**

### **Employment relationship problem**

[1] John Hiddleston was employed by Brian Hooper who trades as Caspa Decorating as a brush hand painter from 7 January 2013. Mr Hiddleston says that he has two personal grievances. The first is that he was disadvantaged because Mr Hooper frequently paid his weekly wages later than agreed resulting in Mr Hiddleston incurring bank fees for changing automatic payments and for dishonoured cheques. The second is that Mr Hiddleston says that he was unjustifiably dismissed by Mr Hooper in or about early April 2013. Mr Hiddleston also seeks penalties for failure by Mr Hooper to provide wage and time records and an employment agreement. He also seeks holiday pay and costs.

### **Investigation process**

[2] The Authority is satisfied that Mr Hooper has been served with the statement of problem. Mr Thompson attended to this and provided to the Authority a tax invoice from a process server that shows service took place on 10 June 2013 and that Mr Hooper *admitted I.D.* Mr Hooper did not lodge a statement in reply. A support officer wrote to Mr Hooper on 2 July 2013 to advise Mr Hooper that the Authority intended to hold a telephone conference with the parties on 12 July 2013 at 2.30pm. The support officer put Mr Hooper's cell phone number in the letter and suggested that if he did not want to take the call on that number he should advise of another number. Mr Hooper was also advised that the call may proceed and arrangements

may be made even if he did not take part. The support officer provided the Authority website address for Mr Hooper in the letter. There was no contact with Mr Hooper before the telephone conference.

[3] Mr Hooper was telephoned on the day of the telephone conference, 12 July 2013 at 2.30pm, on his cell phone number but he did not take the call. The Authority proceeded with its telephone conference with Mr Thompson attending together with the support officer. An investigation meeting date was set for 20 September 2013 at 9.30am and a timetable scheduled for an exchange of statements of evidence. The Authority also set out in its notice of direction that the respondent was to provide to Mr Thompson and the Authority by 16 August 2013 a copy of the applicant's employment agreement and wage and time records.

[4] The Authority has a sworn affidavit from a process server from Baycorp New Zealand Limited confirming that service of the notice of direction, notice of investigation meeting and another copy of the statement of problem took place on 23 July 2013 at 5.16pm. The process server deposed that he believed service was on Mr Hooper because he identified himself prior to service and accepted receipt of the documents.

[5] The Authority is also satisfied that Mr Hooper was served with the statements of evidence of Mr Hiddleston and his partner, Sonja Sandri, on 6 September 2013 and a memorandum from Mr Thompson containing an amendment to the statement of problem to include an application for a penalty for the failure to provide time and wage records and for the failure to provide an employment agreement.

[6] On 5 August 2013 a file note records that a support officer returned a call from Mr Hooper and left a message on his cellphone to that effect. Mr Hooper then telephoned the support officer back and a file note from the support officer records he advised that he would not be attending the investigation meeting scheduled for 20 September 2013. The file note records that the support officer warned Mr Hooper of the consequences if he did not put forward his side of the story and the possible enforcement of any determination if one was made in Mr Hiddleston's favour. There was a sensible suggestion from the support officer that Mr Hooper seek advice from the community law centre.

[7] There was no appearance by Mr Hooper at the scheduled investigation meeting on 20 September 2013. The Authority delayed commencing the meeting for about 10 minutes. The Authority also left its cellphone on in the event that Mr Hooper made contact with a support officer of the Authority. There was no good reason provided to the Authority why Mr Hooper did not attend the meeting. The Authority proceeded under clause 12 of Schedule 2 to the Employment Relations Act 2000 (the Act) to hear evidence from Mr Hiddleston and from his partner, Sonja Sandri.

### **Issues**

[8] The issues for the Authority to determine are as follows:

#### **Unjustified actions causing disadvantage:**

When was a personal grievance raised about late payment of wages?

What was agreed about payment of Mr Hiddleston's wages?

Was there a failure to pay Mr Hiddleston in accordance with that agreement?

Was Mr Hiddleston disadvantaged as a result?

Was the failure to pay unjustified?

If failure to pay Mr Hiddleston on time was an unjustified action that caused disadvantage what remedies are available to Mr Hiddleston?

#### **Unjustified Dismissal**

The employment relationship between the parties ended.

Who was responsible for its ending?

If there was a dismissal was it unjustified?

If the dismissal was unjustified then what remedies is Mr Hiddleston entitled to?

**Penalties**

Should penalties be awarded for the failure to provide wage and time records and an employment agreement.

**Holiday Pay**

Is there holiday pay owing and if so how much?

**Costs****Background against which these issues must be assessed**

[9] Mr Hiddleston did painting and preparation work for Mr Hooper. His pay rate was \$20 per hour and his hours of work were agreed to be 40 hours per week. Mr Hiddleston said that he did not recall being given an employment agreement and I accept that it is more likely that one was never given. Mr Hiddleston said in his evidence that Mr Hooper told him he did not consider it necessary to have an employment agreement.

[10] The Authority has to be satisfied that Mr Hiddleston was employed by Mr Hooper. Mr Hiddleston provided pay slips to confirm that he was in an employment relationship with Mr Hooper. I am satisfied from both Mr Hiddleston's evidence and the payslips that he was in an employment relationship with Mr Hooper. For completeness I am satisfied that Caspa Decorating is simply a trading name. There is no registered company with that name.

[11] Mr Hiddleston is a disqualified driver. Mr Hooper knew about this and always arranged for Mr Hiddleston to be collected in the morning and taken to the work site and returned at the end of the day. If he had not done so Mr Hiddleston would not have been able to work.

[12] Mr Hiddleston said that it was agreed his pay would be paid into his bank account weekly on a Wednesday night, meaning the moneys would be available on the Thursday morning. Mr Hiddleston provided his bank records to the Authority to demonstrate that Mr Hooper often paid late, either on Thursday night or on occasion by way of a cash payment on the Saturday morning. Mr Hiddleston described that it was difficult for Ms Sandri, who looked after the money for the household, to manage payments going out including rent. Sometimes Mr Hiddleston was charged late fees

by the bank and Ms Sandri had to check with the bank each week to ascertain whether or not payment had gone in on the Wednesday night, otherwise she was required to pay bank charges to change automatic payments due to go out on the Thursday night. Mr Hiddleston said that he raised these difficulties with Mr Hooper who was quite dismissive of the concerns.

[13] On Tuesday, 2 April 2013, Mr Hooper advised Mr Hiddleston that he had no more work for him for the rest of the week. He advised that he would pay Mr Hiddleston for the Wednesday and Thursday. The Friday was Easter Friday so was a paid statutory holiday. On Thursday, 4 April 2013, Mr Hiddleston became aware there was no money available for him or his partner to draw down. Mr Hiddleston tried to call Mr Hooper but he did not answer. Mr Hiddleston said because it was somewhat normal for late payment he expected money to go in that evening (Thursday) so he did not follow up with Mr Hooper further that day. On Friday, 5 April 2013, Ms Sandri advised Mr Hiddleston that their joint EftPos card had been declined. She was very upset and Mr Hiddleston tried again to call Mr Hooper but there was no answer. On Saturday, 6 April 2013, Mr Hiddleston was at home when Mr Hooper arrived and handed Mr Hiddleston some money. Mr Hiddleston said Mr Hooper was only at the front door for about one minute, and said words to the effect *can't stop, here's your money*. Mr Hiddleston counted the money and it worked out to three days' pay after tax. From the amount that Mr Hiddleston was expecting, it was two days short.

[14] At about 1pm on Saturday 6 April 2013, Ms Sandri arrived home from her part-time job and there was a discussion about what had happened. Ms Sandri made a telephone call herself to Mr Hooper about sorting out the regularity of payments. I think it likely that, having heard from Ms Sandri, Mr Hooper said words to the effect that if Mr Hiddleston did not like it, he could leave. I am satisfied that Ms Sandri made it clear to Mr Hooper that Mr Hiddleston wanted his job and the concern was confined to the regularity of payment of wages.

[15] On Sunday 7 April 2013, Mr Hiddleston and Ms Sandri attended their local pub and Mr Hooper was also there. Mr Hiddleston said that whilst eye contact was made with both him and his partner, Mr Hooper did not approach either of them. Mr Hiddleston believed because there was no discussion about him no longer having a job that he still in fact had one.

[16] The following day, Monday, 8 April, he got up and was ready for work in accordance with his usual routine. Mr Hiddleston and Mr Hooper had previously communicated frequently by text message or phone call. Mr Hiddleston waited at the front gate for somebody to pick him up but nobody came. Mr Hiddleston said that he was usually collected by 7.30am but sat out at the gate for about an hour longer until his partner came out and told him to come back inside. Mr Hiddleston called Mr Hooper to talk about the situation but his call was not answered.

[17] On Tuesday, 9 April 2013, Mr Hiddleston got ready for work and waited outside to be picked up. Mr Hooper at that time had still not taken Mr Hiddleston's calls or replied to his missed calls. Mr Hiddleston tried calling Mr Hooper several times and started to think that he may have lost his job.

[18] On 10 April 2013, Mr Hiddleston telephoned the Ministry of Business Innovation and Employment for advice. They advised that they needed to see a copy of his employment agreement so he sent a text message to Mr Hooper to ask for that. There was no response received to that text. Mr Hiddleston then engaged Ms McDonald at Mr Thompson's office and was advised to write to Mr Hooper to confirm whether or not he had been dismissed. Mr Hiddleston sent Mr Hooper a text message on 15 April 2013 and asked if he still worked for him. As at the date of the Authority investigation meeting, Mr Hooper had not replied to that text message.

[19] On 29 April 2013, Ms McDonald wrote to Mr Hooper and raised a personal grievance for unjustified dismissal. Mr Hooper did not respond to that letter. In the letter Mr Hooper was asked to provide a copy of an individual employment agreement, time and wage records, holiday leave and pay records and earnings information including tax and other deductions made. No information requested was provided.

[20] When it became clear that Mr Hiddleston no longer had a role with Mr Hooper he applied for different painting positions. He estimated that he had applied for in excess of 100 positions, however, he said that he only had about four or five responses and had not attended any interviews. Mr Hiddleston said that this was because potential employers stopped being interested once he told them he did not hold a current driver's licence and could not get one.

[21] Mr Hiddleston was eventually successful in obtaining a job and commenced that on 15 August 2013.

**Personal grievance of disadvantage by unjustified action for late payment of wages**

*When was a personal grievance raised about late payment of wages?*

[22] I find that a personal grievance was raised about late payment of wages by Ms Sandri with Mr Hooper in her telephone call to him on 6 April 2013. Mr Hooper knew from Ms Sandri that there was a concern about the payment of wages later than agreed and it required addressing. Mr Hooper's response to Ms Sandri was to the effect that if Mr Hiddleston did not like it he could leave his employment.

*What was agreed about payment of Mr Hooper's wages?*

[23] I am satisfied that there was an agreement reached with Mr Hiddleston that he would be paid on Wednesday nights so the funds could be accessed on Thursday morning.

*Was this agreement adhered to and, if not, was there resulting disadvantage?*

[24] I am satisfied that there were occasions over the duration of the employment when payment was not made and that this caused disadvantage to Mr Hiddleston. He had to change automatic payment dates and incurred fees for this and dishonour fees. The Authority has been provided with the relevant bank statements showing the fees incurred.

*Were the late payments justified?*

[25] The Authority did not hear from Mr Hooper about any justification for late payment of wages although Mr Hiddleston was led to believe that it was because of cash flow difficulties. The evidence did not support that there was any discussion with Mr Hiddleston before payment was due to be made on the Wednesday night that it would be late. This was not a situation where there was only one such late payment. Mr Hiddleston and his partner arranged their outgoings on the basis that payment of wages would be made as agreed and there were financial consequences for them when it was not. I am not satisfied in the circumstances that the payment of wages late on a reasonably frequent basis was justified.

[26] I find that Mr Hiddleston has a personal grievance that he was unjustifiably disadvantaged in his employment by the failure to pay his wages at the agreed time. He is entitled to remedies for this personal grievance.

#### *Remedies*

[27] Mr Hiddleston seeks reimbursement of bank fees in the sum of \$119 incurred as the result of late payment.

[28] I order Brian Hooper pay to John Hiddleston by way of reimbursement the sum of \$119 being bank fees incurred by Mr Hiddleston as a result of his personal grievance under s 123(1) (b) of the Employment Relations Act 2000.

[29] It was agreed that any compensation could be considered as part of the global sum sought of \$10,000 for both the disadvantage and the dismissal grievance. I will leave any consideration about compensation for the disadvantage personal grievance until after consideration of the personal grievance for alleged unjustified dismissal.

#### **Unjustified dismissal**

##### *Who was responsible for the ending of the relationship?*

[30] Mr Hopper did not tell Mr Hiddleston that he was dismissed from his employment. Over a period of time though I find that it became clear to Mr Hiddleston that the employment relationship was not going to continue. Although Mr Hiddleston heard some information indirectly that his employment may be over he placed some reliance on the fact that Mr Hooper had not said that he did not have a job on 6 April 2013 when he had come to Mr Hiddleston's home to give him his pay or at the local pub on Sunday 7 April 2013 when Mr Hooper and Mr Hiddleston were both present.

[31] After waiting by the gate on both 8 and 9 April 2013 for an extended period to be picked up and not having any calls to Mr Hooper answered or returned Mr Hiddleston thought he *maybe I had been sacked* and that there may be truth in what others had said. In his evidence Mr Hiddleston said that because Mr Hooper knew his number he believed he deliberately chose not to answer the cell phone.

[32] In the following days Mr Hiddleston sent text messages to Mr Hooper asking for a copy of his employment agreement and asking if he still had a job. There was no

response received to those text messages or to the raising of a personal grievance of dismissal by letter dated 29 April 2013.

[33] There are some similarities in this case and the scenario in the Employment Court judgment in *New Zealand Cards Ltd v Ramsay* [2012] NZEmpC 51. In *Ramsay* the Employment Court referred to the long established definition of a dismissal; that it is a termination of the employment relationship at the initiative of the employer – *Wellington, Taranaki and Marlborough Clerical and Administrative and Related Workers Union v V.V. Greenwich and C.F. Greenwich* [1983] ACJ 965. That definition covers both actual and constructive dismissal. It was stated in *Ramsay* at [49] that although there was not an actual dismissal and the circumstances of the case did not fit into any of the conventional categories of constructive dismissal the employment relationship ended because of the employer's conduct. The conduct by the employer in *Ramsay* was the failure to promptly communicate with the employee after it knew the employee believed he had been dismissed and, in breach of the employer's statutory duty of good faith, failed to correct the situation.

[34] Section 4 of the Employment Relations Act 2000 provides that parties to an employment relationship are to deal with each other in good faith. They must not mislead or deceive each other. Importantly for current purposes s4 (1A)(b) of the Act requires that parties to an employment relationship be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, amongst other things responsive and communicative.

[35] It would have been clear I find to Mr Hooper from 8 April 2013 that Mr Hiddleston wanted to talk to him about his employment and thereafter that he wanted to know if he still had a job. Mr Hooper did not answer or return any calls or text messages from Mr Hiddleston. Mr Hooper did not respond to the letter sent on 29 April 2013 raising a personal grievance that Mr Hiddleston had been dismissed unjustifiably. I accept Mr Thompson's submission that the most significant way in which Mr Hooper conveyed the relationship was over and at an end was that he did not pick up or arrange for the pick up of Mr Hiddleston for work from Monday 8 April 2013. That was a fundamental departure from what had occurred previously.

[36] There was no good reason why the employment relationship could not have continued in this case if Mr Hooper had simply talked to Mr Hiddleston. Mr Hiddleston in his evidence said that he had previously had a good relationship

with Mr Hooper and that they would often see each other at the local pub and *have a catch up*. He enjoyed working for Mr Hooper.

[37] Mr Hooper failed to be responsive and communicative to Mr Hiddleston about his employment. This amounted to a dismissal in circumstances where there had clearly been a decision made before or on Monday 8 April 2013 not to pick Mr Hiddleston up for work as had been the established practice and where Mr Hiddleston had repeatedly called and left two text messages on Mr Hooper's cell phone wanting clarification about his employment. A fair and reasonable employer could have quite simply answered or returned the calls and text messages from Mr Hiddleston. The termination of Mr Hiddleston's employment was I found at the initiative of Mr Hooper. No conclusion is available from the evidence that Mr Hiddleston resigned or abandoned his employment. Mr Hiddleston wanted the employment relationship to continue.

[38] In conclusion I find that Mr Hiddleston was dismissed.

*Was the dismissal unjustified?*

[39] The test of justification to be applied is in s 103A of the Act which came into effect on 1 April 2011. The Authority is required by the test to make a determination on an objective basis about whether the decision was justifiable. It needs to determine whether Mr Hooper's decision to dismiss Mr Hiddleston and the process used to reach the conclusion to dismiss taking into account s 103A (3)–(5) of the Act was what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred.

[40] There was no process at all before Mr Hiddleston was dismissed so the mandatory requirements of s 103A (3) (a)–(d) in the Act were not met in this case. A lack of any process is not a defect of a minor or trivial nature. On that basis alone the dismissal is unjustified. The only reason Mr Hiddleston could conclude he was dismissed was because his partner had told Mr Hooper about concerns that Mr Hiddleston was not being paid by him on the agreed date. That would not justify a dismissal because it was not, objectively assessed, what a fair and reasonable employer could have done in all the circumstances.

[41] I find that the dismissal is unjustified. Mr Hiddleston has a personal grievance and is entitled to costs.

## **Remedies**

### *Lost Wages*

[42] Mr Hiddleston applied for work as a painter from 13 April 2013 but was not successful in obtaining work until 15 August 2013. I accept from the printouts supplied that he applied for about 100 roles on the SEEK and TRADEME websites. Eventually Mr Hiddleston found work commencing on 15 August 2013. On the basis that Mr Hiddleston did not work further with Mr Hooper from Monday 8 April 2013 then I calculate that Mr Hiddleston was without employment for 19 weeks and three days.

[43] Mr Thompson has asked that the Authority exercise its discretion in s 128(3) of the Act and order payment of a sum greater than three months ordinary time remuneration. I find it is likely the reason Mr Hiddleston did not find work earlier was because he did not have a drivers licence and would have to have transport to and from work. Mr Hooper to his credit had accommodated that by ensuring Mr Hiddleston was picked up and dropped off. I do not find in the exercise of my discretion that it would be fair to visit the reason Mr Hiddleston could not get work earlier on Mr Hooper and I do not order an amount be paid for reimbursement greater than three months.

[44] Mr Hiddleston's ordinary time remuneration was the sum of \$800 gross per week. 13 weeks at \$800 is the sum of \$10,400 gross.

[45] I order Brian Hooper to pay to John Hiddleston the sum of \$10,400 gross being reimbursement of lost wages under s 123 (1) (b) of the Act.

### *Compensation*

[46] Mr Hiddleston said that he was embarrassed by the way things ended with Mr Hooper and that he had enjoyed working with him. He did not know what the reason was for his dismissal. Mr Hooper would not talk to him. Mr Hiddleston said that it was stressful not being able to work and earn money. He had never been unemployed or previously unable to support his partner. Mr Hiddleston was not prepared to go onto the unemployment benefit because he had never done that and he borrowed from his elderly mother so that the rent could be paid and relied on Ms Sandri's part-time wage. He said that the late payments of wages had caused him

some financial embarrassment. Ms Sandri also gave evidence that Mr Hiddleston had lost confidence and pride in himself since the dismissal. He became negative about things and was unmotivated and had trouble sleeping. She said that the lack of a response from Mr Hooper hurt him.

[47] Both Mr Hiddleston and Ms Sandri gave evidence that Mr Hooper of recent times had confronted them in the local pub and said that he does not intend to pay any money.

[48] Mr Hiddleston claims the sum of \$10,000 for compensation. I find that the way Mr Hiddleston was dismissed had a significant effect on him. I have also taken into account but to a lesser degree the unjustified action that caused disadvantage about late payments of wages. I find that a global award is justified in the sum of \$9000 for compensation.

[49] I order Brian Hooper to pay to John Hiddleston the sum of \$9000 without deduction being payment of compensation for humiliation , loss of dignity and injury to feelings under s 123 (1) (c) (i) of the Act.

### **Penalties**

[50] Mr Hiddleston has asked for penalties for the failure of Mr Hooper to provide time and wage records and an employment agreement.

#### *Wage and time records*

[51] The keeping of a wage and time record by an employer is a requirement under section 130 of the Act. Mr Hiddleston received pay slips showing payment for his usual hours worked of 40 per week. Holiday pay aside there was no issue in this case of any unpaid wages and the two days initially unpaid for the final week of employment were subsequently paid the following week.

[52] Section 130(4) of the Act provides for a penalty if any of the requirements of s 130 are not met. One of those requirements in s 130(2) is that every employer must upon request by the employee or a person authorised to represent an employer provide the employee or person immediately with access to or a copy of the relevant wage and time records. The Authority also requested time and wage records be provided in its notice of direction dated 12 July 2013. I am satisfied that these records were not

provided. I accept that on the face of it that is a breach. There seemed no good reason why a copy of the wage and time records could not have been provided by Mr Hooper. I am not minded however to awarded a penalty for this breach. The awards already made flow essentially from a similar failure on Mr Hooper's part to be communicative and responsive and this is simply another example of that. More importantly the only matter I could see in which assistance could have been derived from the wage and time records would have been in the calculation of holiday pay. Ms McDonald was able to calculate that by virtue of Mr Hiddleston's bank accounts and no doubt could also have obtained an earnings certificate from the Inland Revenue Department.

### *Employment Agreement*

[53] Mr Hiddleston did not have a written employment agreement. He should have been provided with a copy of the intended agreement under s 63A of the Act and advised to seek advice about the intended agreement. He should have been given an opportunity to seek that advice and Mr Hooper should have considered any issues Mr Hiddleston had about the agreement and responded to them. A failure to do this makes the employer liable to a penalty under s 63A(3) of the Act. As there was no written employment agreement intended or agreed Mr Hooper could not provide one when a request was made both by Mr Hiddleston and the Authority. There should have been an employment agreement provided to Mr Hiddleston however when I asked Mr Hiddleston about this my impression of his evidence was that was not a major issue for him. Having an employment agreement may have assisted Mr Hiddleston however where there is simply no communication at all from an employer then I am uncertain looking at it in the round it would have made much difference. Although there was a breach I am not minded to award a penalty. Mr Hooper should from now on ensure that a written employment agreement is provided in accordance with the above requirement of the Act.

[54] In conclusion I make no award for penalties claimed in this case.

### **Holiday Pay**

[55] Mr Hiddleston has claimed the sum of \$758.40 for holiday pay. That seemed to be a net sum and I think it more convenient to calculate a gross sum for holiday pay. Mr Hiddleston worked 13 weeks for Mr Hooper and averaged a payment of

\$800 gross per week. That is a total of \$10,400 gross which multiplied by 8% is \$832.

[56] I order Brian Hooper to pay to John Hiddleston the sum of \$832 gross being holiday pay.

**Costs**

[57] The duration of the investigation meeting was one and a half hours. I accept that there was additional work required in this case as a result of Mr Hooper not responding. On that basis I intend to award costs on the basis of half of the usual daily tariff, \$3500, in the sum of \$1750. Mr Hiddleston is also entitled to reimbursement of his filing fee of \$71.56 and services fees in the sum of \$161.00.

[58] I order Brian Hooper to pay to John Hiddleston the sum of \$1982.56 being costs and disbursements.

Helen Doyle  
Member of the Employment Relations Authority