

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

[2016] NZERA Christchurch 40  
5549168

BETWEEN ALANA JACKSON  
Applicant

A N D LEANNE GARDINER t/a HAIR  
ON BRIGHTON  
Respondent

Member of Authority: Helen Doyle

Representatives: Ashley-Jayne Lodge and Christopher Newman, Counsel  
for Applicant  
Respondent in person

Investigation Meeting: 23 February 2016 at Christchurch

Submissions Received: At the investigation meeting

Date of Determination: 6 April 2016

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**DETERMINATION OF THE AUTHORITY**

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- A Alana Jackson was unjustifiably dismissed from her employment with Leanne Gardiner.**
- B Leanne Gardiner has been ordered to pay to Alana Jackson:**
- **Lost wages in the sum of \$2,485 gross under s 123 (1) (b) of the Employment Relations Act 2000.**
  - **Compensation in the sum of \$8000 without deduction under s 123 (1) (c) (i) of the Employment Relations Act 2000.**
- C Costs are reserved and failing agreement a timetable has been set for an exchange of submissions.**

**Employment relationship problem**

[1] Alana Jackson was employed at Hair on Brighton initially by Karen Day as a hairdresser. In November 2014 the business was sold to Leanne Gardiner. Ms Gardiner met with staff at Hair on Brighton in early November 2014 and reassured them their jobs were safe and things would continue as normal.

[2] Ms Jackson commenced her employment with Ms Gardiner on or about 3 November 2014 in the role of a hairdresser and was paid \$20 per hour for 35.5 hours per week from Tuesday to Saturday. Ms Jackson had a written individual employment agreement with Ms Day. She expected to, but did not, receive a new employment agreement from Ms Gardiner.

[3] Ms Jackson says that she was unjustifiably dismissed from her employment on 27 January 2015. Ms Jackson also says that Ms Gardiner breached the duty of good faith by failing to be active and constructive in maintaining a productive employment relationship, failing to provide access to information relevant to the continuation of her employment and a proper opportunity to comment on information before a decision was made to terminate her employment.

[4] Ms Jackson seeks reimbursement of lost wages in the sum of \$2,485, compensation for hurt and humiliation and reimbursement of legal costs. Ms Jackson also seeks a penalty for alleged breaches of good faith.

[5] Ms Gardiner says that Ms Jackson was justifiably dismissed for misappropriation of money belonging to the respondent and for loss of trust and confidence arising from her unauthorised access to computer information.

**The test of justification in s 103A**

[6] In determining the justification of Ms Jackson's dismissal the Authority is required to apply the test in s 103A of the Employment Relations Act 2000 (the Act).

[7] Justification under s 103A is not decided by assessing what the Authority may have done in the circumstances but the Authority is required to consider on an objective basis whether Ms Gardiner's actions and how she acted were what a fair and

reasonable employer could have done in all the circumstances at the time of the dismissal.

[8] The Authority must consider four procedural fairness factors set out in s 103A (3) of the Act. These are whether the allegations against Ms Jackson were sufficiently investigated, whether the concerns were raised with Ms Jackson, whether she had a reasonable opportunity to respond to them and whether her explanation was considered genuinely by Ms Gardiner before her dismissal. The Authority may also take into account other factors as it thinks appropriate and must not determine that a dismissal was unjustified solely because of defects in the process if they were minor and did not result in Ms Jackson being treated unfairly.

[9] A fair and reasonable employer could be expected to comply with the good faith obligations set out in s 4 of the Act.

### **The issues**

[10] The Authority is required to consider the following issues in this case:

- (a) Was there a full and fair investigation into the allegations at the conclusion of which a fair and reasonable employer could conclude there was serious misconduct on the part of Ms Jackson?
- (b) Was the dismissal justified?
- (c) If Ms Jackson's dismissal was unjustified then what remedies should be awarded?
- (d) Are there issues of contribution?
- (e) If a breach of good faith is established, should a penalty be awarded?

### **Was there a full and fair investigation into the allegations?**

#### *Reasons for the dismissal*

[11] The reasons for the dismissal were provided to Ms Jackson in a handwritten letter dated 27 January 2015 and signed by Ms Gardiner. The letter dated 27 January 2015 referred to a meeting held with Ms Jackson the previous day, 26 January 2015.

[12] The first reason for Ms Jackson's dismissal was that \$30 that had gone missing from the till on 18 January 2015. At the Authority investigation meeting Ms Gardiner accepted the date the money she alleges was missing was 22 January 2015. As Ms Jackson pointed out in her evidence 18 January 2015 was a Sunday and she worked Tuesday to Saturday.

[13] The letter states in relation to that reason that the money *went missing within a 10 min period when I was absent from the salon. During this time, you received a cash payment of \$30. You were unable to account for this missing money during our meeting.*

[14] The second reason for dismissal was that Ms Jackson had accessed Ms Gardiner's confidential computer files after obtaining her password without permission. The letter provides that Ms Jackson *admitted this, and indicated you did so because you were in habit (sic) of doing so. Obtaining my confidential computer password and accessing business computer files is a breach of trust and confidence. Because of this I am unable to continue your employment with Hair on Brighton.*

[15] Ms Jackson was advised that her employment was terminated effective that day and that she would be paid for one week in lieu of notice after a meeting of about 5 to 10 minutes in duration.

*Monday 26 January 2016*

[16] Ms Jackson attended this meeting with Ms Gardiner.

[17] Ms Gardiner's partner Russell Sykes has a financial interest in the business of Hair on Brighton. He gave evidence that he asked his sister, a human resources manager about the correct process to follow for a disciplinary investigation and she emailed information through. Ms Gardiner said she advised Ms Jackson accordingly that the meeting on 26 January 2015 was about allegations of serious misconduct that could result in disciplinary action or dismissal and that she should bring a support person to the meeting. Ms Jackson did not accept that she was advised to bring a support person, was not advised it was to discuss issues of serious misconduct and said that she was not told what the meeting was to discuss. She had concluded that the meeting was in all likelihood to discuss a new employment agreement.

[18] I find on the balance of probabilities that any advice received by Ms Gardiner and Mr Sykes to inform Ms Jackson that she could bring a support person was only followed before the second meeting on 27 January 2015 when she did bring a support person. I could not be satisfied that Ms Jackson was advised to bring a support person with her to the first meeting or that she was told that it was to discuss serious allegations which could lead to disciplinary action or dismissal. I accept Ms Jackson's evidence that she did not know what the meeting was to be about.

[19] There is a dispute about when Ms Jackson was first told about the need to have a meeting. Ms Gardiner said that Ms Jackson was told there would be a meeting on the day it was alleged money went missing. Ms Jackson said that she was not told about the need to have a meeting until 23 January 2015. I heard evidence from the beautician employed at that time at Hair on Brighton, Greta Drummond. Ms Drummond also helped out in the salon when she was able to. Ms Drummond said a question was asked of all of the employees present on what I am satisfied was 22 January 2015 where the \$30 out of the till was. Ms Drummond said that she heard Ms Jackson tell Ms Gardiner that she had put \$30 cash into the till from Kylie's client who she had taken care of. She could not recall reference to Ms Jackson attending a meeting at that time. I could not be satisfied that Ms Jackson was advised on 22 January 2015 that she was to attend a meeting.

[20] There was some dispute which I do not find I need to resolve about whether the meeting was arranged for Saturday and then adjourned until Monday. It is enough for present purposes that the meeting took place on Monday which is Ms Jackson's usual day off around or before 4.45pm.

[21] Ms Jackson said that as it was still school holidays she took her six year old daughter Kacey with her when she went to the meeting on 26 January 2015. Ms Jackson thought that Kacey could just sit quietly and play as she did not expect the meeting to be about serious matters. Ms Gardiner I accept was surprised when Ms Jackson arrived with Kacey and suggested that the meeting take place outside the salon on a public bench and that Kacey stay in the salon. Whilst it was not the most suitable place for a meeting I accept the reasons Ms Gardiner suggested it be held outside.

[22] Ms Jackson recalled Ms Gardiner had a piece of paper with her and was smoking a cigarette as they sat on the bench. She said that Ms Gardiner started the

meeting by saying that she should have told Ms Jackson to have a support person for what she was about to say and although Ms Gardiner said that she could not recall saying that she should have told Ms Jackson to bring a support person my findings above support such a comment was likely.

[23] There were four allegations discussed at the meeting although as set out earlier only two reasons were relied on in the letter of termination. Ms Gardiner said that she relied on other matters and I could not be satisfied that at least one of those matters was put to Ms Jackson so that she could explain or comment about it. I'll return to that.

#### *Missing money*

[24] The first allegation discussed on 26 January 2015 was that \$30 was missing out of the till and that Ms Jackson was the only one to have handled a cash payment at the time. The background to the issue arose as follows.

[25] During the afternoon of 22 January 2015 Ms Gardiner decided to bank the takings from the cash drawer and left a \$100 float in the cash drawer. She was away from the business for about 5 to 10 minutes attending to that. Ms Gardiner said that she checked the cash drawer on her return and noticed that the float remained at \$100 after counting the notes. She said in oral evidence that she asked if anyone had put money in the till.

[26] There is no dispute that Ms Jackson advised Ms Gardiner on 22 January 2015 that she had taken care of Kylie's client [dealt with the payment after the hair cut] and put the money, \$30, into the till.

[27] Ms Jackson explained to Ms Gardiner at the meeting on 26 January 2015 that on 22 January another hair stylist, Kylie, was cutting a male client's hair and had another client waiting for her. Ms Jackson did not have a client with her at that time and asked Kylie if she wanted her to take care of the male client once she had finished. Kylie agreed with that. The cost of a male hair cut at Hair on Brighton is \$29. Ms Jackson said that she was given \$30 in cash being a \$20 note and a \$10 note. Ms Jackson said that she gave the customer a \$1 coin for change.

[28] Ms Jackson said that she put the two notes into the plastic bank bag in the till consistent with the process that she had been advised to undertake for cash sales by

Ms Gardiner. Ms Jackson said in her written evidence that she felt sick to the stomach to be accused of theft and told Ms Gardiner several times that she had put the money in the till and had not taken it out other than to give \$1 change.

[29] The process for cash sales at that time I find did not really assist matters. The evidence supported a change in the process after Ms Gardiner purchased the business for putting cash sales through the computer. I heard from Ms Jackson, Ms Drummond, and another hair stylist at that time at Hair on Brighton Ms Poharama-Hepi. All three explained that they were told by Ms Gardiner not to put cash sales through the computer system and that when a client paid in cash the money was to go into a bank bag in the till and the sale was not to be put through the computer system. All three said that they were instructed to delete the client from the booking system instead of clicking that they had paid.

[30] Ms Gardiner did not dispute when she gave her evidence that she asked the staff to leave cash payments for her because *the girls were not doing it right for cash sales*. Ms Gardiner said that she would then fix cash sales at the end of each day when she tallied up. She did not accept that she asked staff to delete client appointments for cash sales. In any event Ms Gardiner did not investigate whether the male client's appointment at issue had been deleted or whether Ms Jackson had clicked the client to confirm payment. Ms Jackson could not recall on 22 January 2015 whether she had deleted the client or clicked to confirm payment.

[31] Ms Gardiner said in her evidence that she held meetings with other staff about the missing \$30 as part of her investigation. Ms Drummond said in her evidence that Ms Gardiner told her one morning after the money went missing to pretend they had a meeting which may end in her dismissal but in fact she said there was never a meeting. Ms Poharama-Hepi said that the Monday after the money went missing Ms Gardiner also told her to pretend they had a meeting and that she had taken her key [to the salon] off her but that she never had a meeting about the money and she never had the key taken off her. Although Ms Gardiner did not accept that she had made these statements I found Ms Drummond and Ms Poharama-Hepi to be credible witnesses and I accept their evidence that they were not talked to about the missing money in a meeting.

[32] While all the events in question occurred within ten minutes or so on 22 January 2015 Ms Jackson was not asked to go to the till that day and show Ms Gardiner where the bag with the money was.

[33] When Ms Gardiner was questioned at the Authority investigation meeting about why the float would have been \$100 if there had been \$1 given in change to the customer Ms Gardiner said that she counted the gold coins and notes only and not the silver change. She agreed that she did not count out exactly what was in the till with another employee present or have someone else count the money. Ms Gardiner did not accept that she may have miscalculated or overlooked the bag with the money in. She was adamant that the \$30 was not in the till.

[34] Ms Gardiner said that she had seen Ms Jackson with money down her bra and/or as Mr Sykes said in his evidence pulling money out of her bra about two weeks prior to the incident on 22 January 2015. That was never put to Ms Jackson before her dismissal for her to explain. That was unfair and not in a minor way because observing that had clearly impacted on the trust Ms Gardiner felt that she could have in Ms Jackson and conclusions reached on 22 January. Failing to put that matter to Ms Jackson for her to explain or comment on was not in accordance with good faith obligations.

[35] I am not satisfied that the investigation into the missing money which is a particularly serious allegation was what a fair and reasonable employer could have been expected to undertake. The investigation was insufficient and not in accordance with good faith.

#### *Attitude*

[36] One of the concerns discussed was about Ms Jackson's attitude. There was specific reference to two clients being double-booked and Ms Gardiner felt that she was not being listened to. Ms Jackson said it was a situation where the client was happy to wait for her rather than have her hair cut by Ms Poharama-Hepi. Ms Jackson said that she thought Ms Gardiner had said something to her at the time which she did not hear and with the benefit of hindsight Ms Gardiner could have taken offence about that. Ms Jackson apologised to Ms Gardiner if this had occurred.

*Accessing the computer system without permission*

[37] The third allegation was that Ms Jackson had accessed the computer system without Ms Gardiner's permission.

[38] Ms Jackson explained that she had asked Ms Gardiner if she could enter her annual leave for late January and early February into the computer system. She recalled Ms Gardiner was in her office in the piercing room at the time and that she responded *Nah you know me babe I'm no good with computers, you do it*. She said that she told Ms Gardiner that she needed her to log in so that she could enter her annual leave in the admin login system but Ms Gardiner told her to do it and gave her the password. Ms Jackson said that she logged into the computer as *admin* and entered her holidays as annual leave. She noticed that she was returning on Waitangi Day and that the other staff did not have that day entered as a public holiday. Ms Jackson said that she went back into the office and asked Ms Gardiner whether she would like her to roster the other staff off on Waitangi Day as well and Ms Gardiner responded that she did and Ms Jackson did this and logged out without accessing any other information on the system.

[39] Ms Jackson said that she explained what had happened and apologised if Ms Gardiner had not meant for her to login as *admin*. Ms Gardiner did not accept there was an apology about that issue. Ms Jackson said that she advised Ms Gardiner she was used to inputting her leave in the admin system with Ms Day<sup>1</sup> and that she thought it would have been clear to Ms Gardiner when she asked her to log in as admin and she told Ms Jackson to do it and gave her the password that was what she would be doing.

[40] Ms Gardiner operates a small business which I have taken into account in considering the resources available to her and whether the investigation carried out into this matter was sufficient. I have also taken into account the serious nature of the allegation which requires a reasonably high standard of proof.

[41] Ms Gardiner agreed in answer to questions that Ms Jackson did ask if she could block leave out and Waitangi Day out for the staff and that is when the allegation arose from. Ms Gardiner said that she looked up and Ms Jackson was on

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<sup>1</sup> Ms Jackson explained in her evidence that Ms Day had never given her admin password but had logged in as *admin* and allowed Ms Jackson and other staff to input annual leave and holidays and update stock.

the administration side of the computer system and that was the concern for her. Ms Gardiner said that it was not necessary for Ms Jackson to go onto that side to block out leave. Ms Jackson said it was necessary to record annual leave. There was no investigation into Ms Jackson's explanation that although she could block herself out of the roster without accessing the business side of the computer she could not enter the time off as annual leave.

[42] There was no investigation into what if indeed any confidential business computer files had been accessed although that was clearly the allegation made and as Ms Lodge submits the user log could have shown what, if any, information had been accessed.

[43] Ms Gardiner accepted in her evidence that she could not see Ms Jackson doing anything other than blocking herself out and was not able to conclude that she was doing anything untoward. Ms Poharama-Hepi said in her oral evidence that she *definitely* heard Ms Jackson ask Ms Gardiner if she could go on and roster off for the holiday as people were making appointments. She heard Ms Jackson ask for the password but did not hear Ms Gardiner give it to her. There was no questioning of staff about this issue.

[44] Ms Gardiner's concern was what Ms Jackson was doing on the business side of the computer system. If Ms Gardiner had not given Ms Jackson the password then it was unclear where she would have obtained it from. Ms Gardiner in answer to one of my questions suggested that Ms Jackson could have observed Ms Gardiner entering her password and then used it but there was no questioning of Ms Jackson about that.

[45] In answer to a question from the Authority Ms Gardiner did accept that there may have been some confusion about the situation with the computer.

[46] I am not satisfied that the allegations that Ms Jackson accessed confidential business files and obtained her password without permission were sufficiently investigated.

#### *Issues with Cory*

[47] The final issue was that Ms Jackson's partner, Cory, often called into the salon or popped in and Ms Jackson said she accepted that.

[48] There was a dispute about what was said at the end of the meeting. Ms Jackson said that when she asked Ms Gardiner if everything was okay that Ms Gardiner responded that it was and that she did not want to lose Ms Jackson. Ms Gardiner said that she wanted to talk to Mr Sykes. Ms Jackson said she left the meeting thinking that that would be the end of matters and that she had answered questions honestly and had not done anything wrong.

[49] Ms Gardiner did not accept when she gave her evidence that she had responded in that way. She said that she advised she would need to think about the matters and talk to Mr Sykes. I find there may have been some confusion about the next step.

*Tuesday, 27 January 2015*

[50] The following morning, Ms Gardiner telephoned Ms Jackson who was rostered on to work that day and told her not to come to work. Although Ms Gardiner said that she advised that Ms Jackson was stood down on pay, Ms Jackson's evidence was that nothing was said about paying her for that day's work.

[51] Later that morning, Ms Gardiner arranged a meeting with Ms Jackson at a Coffee Culture cafe at the Palms Mall at 2pm and advised Ms Jackson bring a support person with her. Ms Gardiner referred to a 90 day trial period during the conversation and Ms Jackson said that she responded that she had not signed a new employment agreement so did not think she was on a trial period. Ms Jackson said that Ms Gardiner responded *oh ok are we going down that road* which she felt was somewhat threatening.

[52] Ms Jackson took her friend, Melanee Wilkins, to the meeting at the coffee shop in The Palms Mall. Ms Wilkins is also a hairdresser and a good friend of Ms Jackson. She has not worked for Hair on Brighton or Ms Gardiner.

[53] Ms Gardiner attended the meeting at the coffee shop with Mr Sykes, and it was agreed in the evidence that the meeting took between 5 to 10 minutes.

[54] Ms Gardiner had prepared the letter of termination to take with her to the meeting and said that the outcome of the meeting would determine whether that letter of termination was provided or not.

[55] Ms Jackson again denied taking the money and explained again that she had put the money in a bag into the till. Ms Jackson said the cameras in the salon would prove that what she was saying was the truth but Ms Gardiner, in her evidence, confirmed that the cameras were not activated at that stage.

[56] In relation to the computer issues Ms Jackson said that Ms Gardiner had provided her with the password. Ms Gardiner said that that was the first time Ms Jackson raised that Ms Gardiner had provided her with the password although I would find it surprising that Ms Gardiner would not have questioned Ms Jackson about the password and how she had got the password at the first meeting given the nature of the allegation. Ms Gardiner denied providing her password to Ms Jackson.

[57] The letter of termination was then given to Ms Jackson.

#### *Procedural fairness*

[58] Ms Jackson was not told what the allegations were before she met with Ms Gardiner on 26 January and she was not advised to bring a support person to the meeting. Not all concerns that were relied on as reasons for dismissal were raised with Ms Jackson and she did not have a reasonable opportunity therefore to respond to them and have that response genuinely considered. Ms Gardiner did not hold meetings with other staff about the missing money but involved them in a scheme to pretend that she had. That supports in my view an element of pre-determination and is not good faith behaviour. The allegations then relied on as reasons for Ms Jackson's dismissal were not sufficiently investigated before Ms Jackson was dismissed.

[59] I do not find that the process was what a fair and reasonable employer could have undertaken at the time and the defects in the process were not minor and they did result in unfairness.

#### *Serious misconduct*

[60] I now consider whether at the end of the investigation a fair and reasonable employer could have concluded there was serious misconduct on the part of Ms Jackson.

[61] I have not found that there was a full and fair investigation into the allegation that Ms Jackson stole or misplaced money on 22 January 2015 or that she accessed confidential business computer files after obtaining Ms Gardiner's password without permission.

[62] In relation to the first allegation about the money Ms Jackson was not asked on the day it was alleged money went missing to show Ms Gardiner where she had put the money in the till. This was in circumstances where Ms Jackson had, when the issue was raised, said that she had put the money into the till and where the staff process for cash transactions was not to put them through the till but put the cash into a bank bag. Ms Gardiner also concluded the float remained at \$100 but Ms Jackson had given the customer a \$1 coin in change and it should have been \$99.

[63] In relation to the second allegation there was insufficient investigation into Ms Jackson accessing any confidential business computer files and no conclusion was fairly and reasonably available that she had done so. There was a suspicion on Ms Gardiner's part that Ms Jackson had accessed some confidential business files but there was nothing to support that was the situation. Ms Jackson said that Ms Gardiner gave her password for a specific purpose to enter leave but there was no further investigation into that matter. I find there was in all likelihood a level of confusion about that matter.

[64] I have found that procedure was fundamentally unfair, the investigation inadequate and good faith obligations were not adhered to. I do not find that a fair and reasonable employer could have concluded that there was serious misconduct on the part of Ms Jackson at the time the dismissal occurred.

**Was the dismissal justified?**

[65] I do not find in the circumstances that a fair and reasonable employer could have justifiably dismissed Ms Jackson at the time of her dismissal.

[66] Ms Jackson has a personal grievance that she was unjustifiably dismissed and is entitled to remedies.

## **Remedies**

### *Lost wages*

[67] Ms Jackson was able to obtain new employment which she commenced on 2 March 2015 and in that way I am satisfied that she mitigated her loss. Ms Jackson was paid one week in lieu of notice from 27 January 2015 to 3 February 2015. She lost three and a half weeks wages from 4 February 2015 to 2 March 2015. Ms Jackson worked 35.5 hours per week and was paid \$20 per hour. That is \$710 per week. \$710 multiplied by 3.5 weeks is the sum of \$2,485 gross.

[68] Subject to contribution Ms Jackson is entitled to be reimbursed for lost wages in the sum of \$2,485 gross.

### *Compensation*

[69] Ms Jackson said that she was very upset to be accused of stealing without any proof and was worried about how she would pay for food and rent and other expenses. Ms Wilkins confirmed that Ms Jackson was very upset to be dismissed and upset and angry about how she had been treated. Mr Neale confirmed that Ms Jackson was really upset for about 4-5 days after the dismissal and sought legal advice and had only recently come right. He said that she cried after her dismissal and was stressed about the bills. Mr Neale said that Ms Jackson was a different person for a time and would snap at him and the children and that was out of character.

[70] I accept that Ms Jackson suffered humiliation and loss of dignity because of the dismissal. I take into account the serious allegation made against her and the impact that had on her. I do weigh and take into account that Ms Jackson was able to obtain employment within a short period.

[71] Subject to contribution I find an appropriate sum for compensation is \$8000.

### *Contribution*

[72] The Authority must in deciding the nature and extent of the remedies consider the extent to which the actions of Ms Jackson contributed towards the situation that gave rise to the personal grievance and if required reduce the remedies that would otherwise have been awarded.

[73] It is not until this point that the Authority has to conclude on the balance of probabilities whether or not Ms Jackson did what it is alleged she did. I could not be satisfied from the evidence that Ms Jackson stole \$30 from Ms Gardiner on 22 January 2015 or otherwise misplaced the money. Ms Jackson when the issue was queried immediately advised Ms Gardiner that she had put the money into the till but Ms Gardiner surprisingly did not ask her to show her where it was in the till. I could not be satisfied that Ms Jackson accessed confidential business files or that she obtained Ms Gardiner's password without permission. It may have been that Ms Gardiner did not understand that Ms Jackson was going to the business side of the computer to enter leave but that is not I find misconduct, rather a misunderstanding. There was no evidence to satisfy me that Ms Jackson did not ask for and was not given the password to record leave by Ms Gardiner. A new concern was raised by Mr Sykes and Ms Gardiner that Ms Jackson had contacted a client after her dismissal and an email was attached from that client. Ms Jackson said that she had telephoned the wrong person. There was no employment agreement between the parties with restrictive covenants. I could not be satisfied this was blameworthy conduct for which a deduction should be made.

[74] I do not find that Ms Jackson contributed to the situation that gave rise to the grievance of unjustified dismissal and the remedies are accordingly not reduced.

### **Orders**

[75] I make the following orders:

- (a) Leanne Gardiner is to pay Alana Jackson the sum of \$2485 gross being the reimbursement of lost wages under s 123 (1) (b) of the Act.
- (b) Leanne Gardiner is to pay Alana Jackson the sum of \$8000 without deduction being compensation for humiliation, loss of dignity and injury to feelings under s 123 (1) (c) (i) of the Act.

### **Good faith**

[76] I have found that good faith obligations were not adhered to but there was no penalty claimed in the statement of problem. I do not therefore go on to consider whether it would be appropriate to award a penalty.

**Costs**

[77] I reserve the issue of costs. Failing agreement being reached about costs Ms Lodge had until 21 April 2016 to lodge and serve submissions as to costs and Ms Gardiner has until 7 May 2016 to lodge and serve submissions in reply.

Helen Doyle  
Member of the Employment Relations Authority