

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE**

[2019] NZERA 432
3027051

BETWEEN

FIONA MORGAN
Applicant

AND

T&T FASHIONS LIMITED
Respondent

Member of Authority: Eleanor Robinson

Representatives: Stephen Clews & Johanna Guest, Counsel for the Applicant
Tim Oldfield, Counsel for the Respondent

Investigation Meeting: 17 July 2019 at Whakatane

Determination: 22 July 2019

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] The Applicant, Ms Fiona Morgan, claims that she was unjustifiably disadvantaged by the Respondent, T&T Fashions Limited (T&T) in regard to an unsafe work environment and the redundancy process.

[2] Ms Morgan further claims a breach of good faith by T&T in respect of the disadvantage claims.

[3] T&T claims that if it is accepted that Ms Morgan did suffer a disadvantage as a result of the redundancy process, this was minor in nature.

[4] T&T denies that any term in Ms Morgan's employment was affected to her disadvantage in regard to her claim of an unsafe work environment.

The Authority's investigation

[5] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination has stated findings of fact and law, expressed conclusions on issues necessary

to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

Issues

[6] The issues requiring investigation and determination are whether or not Ms Morgan was unjustifiably disadvantaged in respect of:

- (i) The redundancy process?
- (ii) T&T not providing her with a safe work environment?
- (iii) T&T breaching the duty of good faith owed to Ms Morgan?
- (iv) If T&T's actions were not justified so that Ms Morgan was unjustifiably disadvantaged, what remedies should be awarded.

Background

[7] T&T is a nationwide retail of childrenswear and currently has twenty-seven retail stores in the North Island and a few stores in the South Island. Mr Darrin Johannick, Managing Director explained that T&T used to have retail stores in smaller centres but a combination of overseas owned discount department stores meant that stand-alone childrenswear retailing was not financially viable in New Zealand.

[8] Mr Johannick said that during the past three to four years T&T had closed approximately fifteen stores in the smaller centres. This meant that most of the remaining stores were in larger towns and cities.

[9] The store in Whakatane was a small store with a relatively low turnover. It was one of the lowest performing stores in T&T. Ms Fionna Morgan had commenced employment as the Store Manager at Whakatane T&T on 11 September 2012.

[10] Her terms and conditions of employment were set out in a written employment agreement which she signed on 6 September 2012 (the Employment Agreement). Ms Morgan said that at the time of commencement her hours were Tuesday to Friday from 9:00 a.m. until 5:00 p.m. with a half hour for lunch. On Saturday she worked from 9:00 a.m. until 3:00 p.m. without a lunch break and from 10.00 a.m. until 2.00 p.m. on every third Sunday.

[11] The Employment Agreement stated:

Clause 5 Hours of Work

(d): From time the employer may vary the specified hours in meal and rest breaks to cover sickness, absence, sudden busy periods or similar temporary situations.

Clause 11 Redundancy

(b) In such cases, the employer will follow a fair procedure, or consult with the affected employees and explore any alternative options before terminating the employment.

[12] Ms Morgan's role as Store Manager involved the day-to-day running of T&T's Whakatane store. She had two part-time staff to assist her. Their hours included them working, one on a Monday from 9.00 a.m. to 1.30 p.m. and the other from 12.00 to 5.00 p.m. to provide cover for Ms Morgan who had a part-time cleaning job on Mondays from 9:00 to 12:00 or 1:00 p.m. and did not work that day.

[13] In addition the part-time employees worked during the week, overlapping hours in the middle of the day because that was the lunchtime period.

[14] During her period of employment Ms Morgan reported to a regional manager. Initially this was Ms Jolene Green which had been responsible for training Ms Morgan. Ms Green was replaced by Ms Vanessa Adriaanse, Retail Operations Manager.

[15] Mr Johannick visited the Whakatane store on 19 February 2016. Ms Morgan said she had been instructed to have a stock transfer prepared for Mr Johannick to uplift whilst he was there.

[16] When Mr Johannick arrived Ms Morgan said he questioned her as to why pricing for a current promotion had not been updated. He had also questioned a number of other operational matters including the way some product had been displayed. Ms Morgan said an email had been circulated regarding the display of flannel pyjamas however she did not recall having seen this.

[17] Ms Adriaanse visited the Whakatane store on 24 February 2016. Ms Morgan said Ms Adriaanse had telephoned in advance of her visit asking her to have the part-time employees available for a meeting. Prior to meeting with the part-time employees Ms Adriaanse had met with Ms Morgan and given her letter dated 22 February 2016. The letter was signed by Ms Adriaanse and stated:

Please be advised that T&T Childrenswear Whakatane is currently undergoing plans for a retail store restructure.

At this point in time, it appears that T&T Childrenswear Whakatane will probably cease to trade in the not too distant future; this will make your job redundant.

We will of course keep you informed of final decisions made; however it would appear that T&T Childrenswear Whakatane will close approx. June 2016.

We realise this advice is stressful and if we can in any way further assist or clarify anything please contact me.

[18] On 26 February 2016 Ms Morgan was sent a letter signed by Ms Adriaanse and headed "Failure to follow Company Procedures". The letter referred to the visit by Mr Johannick on 19 February 2016 and the comments he had made to Ms Morgan regarding the pricing of a current promotion not being followed through a day after the actual further reduction promotion was started countrywide.

[19] The letter included a list of items to which Mr Johannick had referred during his visit which set out instructions on how product should be displayed in the store. The letter concluded with a statement: "If you feel you need further clarification or training on the above please advise and we will arrange accordingly".

[20] Ms Morgan said she received a telephone call from one of the part-timer employees on 27 February 2016 in which she had advised Ms Morgan that she was on sick leave and would not be returning to work until the sick leave had expired. Ms Morgan said the effect of that was to leave her with the assistance of one part-time staff member.

[21] Ms Morgan said she had telephoned Ms Adriaanse regarding the part-timer's sickness absence, advised her that more staff were required and asked if she could recruit someone. However, Ms Adriaanse had not responded.

[22] Ms Morgan was notified by email on 8 March 2016 that Ms Violet Tasi, Regional Manager was to be her direct report and that additional staff would be provided. However, nothing had occurred regarding the request for additional staff and so she had telephoned Ms Tasi on 6 April 2016. Ms Tasi informed her that she would be visiting the Whakatane store to provide assistance the following week.

[23] Ms Tasi visited the store on 11 April 2016. This was a Monday which was a day that Ms Morgan did not normally work and was not present. However, when Ms Morgan arrived

at work the following day, 12 April 2016, she said Ms Tasi had been angry and aggressive and “tore strips off her”.

[24] When questioned at the Investigation Meeting Ms Morgan said she did not understand why Ms Tasi would have been angry and aggressive with her however she did say that although she had completed all the actions which had been referred to in the letter dated 26 February 2016, she had left the Whakatane store in a very untidy state as a result.

[25] Ms Morgan said she had been feeling stressed as a result of the additional work that she was being asked to undertake in the part-timer’s absence, the redundancy notification and the situation with Ms Tasi being angry with her resulted in her being distressed. In light of her distress, Ms Tasi told her to return home.

[26] Ms Morgan had told Ms Tasi that she was considering resigning. Ms Morgan said that Ms Tasi had told her that she would be given a glowing reference if that was the case and she would not be required to work out her full period of notice.

[27] Ms Morgan said Ms Tasi also told her that if she did not resign there would be a disciplinary process.

[28] Ms Morgan said she had discussed her possible resignation with her husband that evening. She said they had agreed that the benefits of her resigning outweighed any financial downside and she had decided that provided she got the reference that Ms Tasi had promised she would resign. She had emailed Ms Tasi communicating that. The email stated:

Hi thanks mostly for today. It’s a pity we didn’t meet under better circumstances though. It would be awesome if you could email me a reference and I need a letter saying that the job is made redundant for payment waivers etc. As soon as I have those, I can hand in my notice. Thanks again Fiona.

[29] Ms Morgan said that the following morning Ms Tasi had telephoned her at the Whakatane store and her attitude had been completely different to the previous day. Ms Tasi had told her that she did not understand Ms Morgan’s email and what she was proposing was not the standard procedure.

[30] Ms Morgan said that while she had been speaking to Ms Tasi her brother, Mr James Clark, had come into the store and had signalled to her that he needed to talk to her. Upon his advice Ms Morgan asked Ms Tasi to call her back on her mobile telephone which she had put on speaker phone so Mr Chapman he could listen in. She did not tell Ms Tasi she was on a speaker phone.

[31] Mr Clark confirmed that Ms Tasi had said that she could not provide a glowing reference for Ms Morgan and that any reference to her providing one was in the persona of a friend and not a manager. Whilst she could not stop Ms Morgan from resigning, she would not be providing her with a reference.

[32] Ms Tasi had suggested that Ms Morgan had misinterpreted what they had discussed the previous day. Ms Morgan had asked if she did not resign what would happen and Ms Tasi had advised that there would be a disciplinary procedure which would probably result in the termination of Ms Morgan's employment for poor performance.

[33] Ms Morgan did not provide a resignation. She received a letter dated 14 April 2016 from Ms Tasi which was headed "notice of requirement to attend formal meeting". The letter set out that T&T required Ms Morgan to attend a meeting on 19 April 2016 with Ms Tasi for the purpose of discussing allegations of serious misconduct. The letter set out the allegations which included:

- Failure to follow instruction in memos provided and in Darrin and Vanessa's recent visits
- Failure to comply with point of sale till procedures...
- Failure to follow correct merchandising/advertising promotion setup procedure...
- Failure to follow ticketing and pricing procedures ...
- You have failed to uphold general store cleanliness to an acceptable standard...

[34] The letter continued to advise Ms Morgan that she was entitled to have a support person with her at the meeting and that minutes would be taken, and she would be asked to sign the minutes and a copy of the minutes would be provided to her.

[35] Ms Morgan said she went to see her lawyer, Mr Stephen Clews, on 15 April 2016. Ms Morgan said that when she saw Mr Clews, she was distraught, and he advised her to see a doctor. Mr Clews had emailed Ms Tasi advising her that Ms Morgan was unfit to attend to work and was being assessed by a doctor.

[36] In the letter dated 15 April 2016 Mr Clews requested a number of documents on behalf of Ms Morgan, advised that Ms Morgan's health had deteriorated and that it was inappropriate for her to return to work until a proper assessment had been made by a medical professional and stated:

Finally Ms Morgan raises a personal grievance. Her grievance is that she is and has been left to work unsupported in an unsafe work environment with

the result that she has suffered workplace stress has resulted in a breakdown that we have referred to above.

There are other matters that arise out of our instructions that likely amount to personal grievances as well. Ms Morgan's physical and emotional state was such that we did not follow them up in the detail that is required. We will communicate with you again regarding those matters as soon as we appropriately can.

[37] A medical certificate dated 15 April 2016 stated that Ms Morgan was unable to attend work from that date and might be able to return to work in three weeks.

[38] T&T appointed an HR Consultant to act on its behalf who communicated Mr Clews on 18 April 2016 and enclosed a letter dated 15 April 2016 for Mr Johannick which stated:

Re: Closure of T&T Childrenswear, Whakatane

Further to the letter dated 22 February 2016 advising you of the possible closure of the store; based on this review the decision has been made to close the T&T Childrenswear, Whakatane. The store's last day of trade will be Friday 27 May 2016.

Regrettably this will mean that your position at T&T Childrenswear would become redundant and your employment will be terminated effective from 27 May 2016.

We fully understand this is a stressful time; if you have any questions or need further clarification on anything please contact Violet on ...

[39] Mr Clews responded to the letter from the HR Consultant on 19 April in which he advised:

In connection with the letter of 15 April 2016 terminating your client's employment for redundancy which accompanied your email our client raises a personal grievance.

Our client's grievance is that she has been unjustifiably dismissed and that the conditions of her employment are affected to her disadvantage by some unjustifiable action of the employer...

There was a total failure on the part of the employer to consult, to follow a fair procedure or to consider options, all of which are fatal to justification and are in breach of the employer's good faith obligations.

[40] The HR Consultant wrote to Mr Clews on 21 April 2016 advising that the current disciplinary allegations by T&T against Ms Morgan were still subsisted and would proceed.

The letter stated:

I have also been instructed to inform you that the T&T have obtained further information regarding alleged unacceptable behaviour and actions committed by your client in the capacity as the T&T employee. Currently T&T management is investigating the following issues and are obtaining written statements from the relevant people:

- Your client is spending more than three hours per day playing computer games during work time on a regular basis
- Bullying and intimidation of fellow employee

- Forcing an employee to work additional hours and opening the shop in certain Wednesday mornings at 9:00 and while your client is attending to an alternative job
- Your client recording her starting times at 9:00 a.m. while she is only working at 11:00 a.m. on the Wednesdays when she returned from her alternative job
- Your client has been observed removing money from the till for private use. The person observed that your client has returned the money on certain days but cannot be certain of the amounts. My client is currently obtaining written statements from the employees involved and it will be made available when your client is formally informed of the continuation/additional allegations.

Even as notice of redundancy termination has been given, my client has all the right to investigate these concerns to investigate these concerns and to call your client to a disciplinary meeting. Also, as my client is exposed to unjustified disadvantage claims from the other T&T employees because of the alleged bullying and intimidation from your client, my client is obliged to investigate these allegations as he has become aware of it...

[41] On behalf of Ms Morgan, Mr Clews replied that as Ms Morgan was receiving medical treatment she will not be responding to the allegations. Ms Morgan visited the doctor again on 3 May and was given a further medical certificate clearing her as unfit to attend work until 1 June 2016.

[42] The HR Consultant responded on 5 May 2016. In the letter it was stated:

...it must also be noted that the two medical certificates provided by your client do not meet the requirements as set out by the Medical Council of New Zealand... if your client is not able to provide a valid and substantiated medical certificate, my client reserves the right to proceed with the said disciplinary investigation.

I have also been instructed by my client to inform you that T&T is currently revisiting the plan to close down the Whakatane store and that a final decision will be made soon.

[43] The response to the HR Consultant was that Ms Morgan would not be able to see her doctor at that stage due to his being unavailable.

[44] The HR Consultant wrote to Ms Morgan on 9 May 2016 setting out serious disciplinary misconduct concerns and allegations which it was putting to Ms Morgan for her response. It stated that the allegations were additional to those in the letter dated 14 April 2016. The letter stated:

These alleged actions are described as serious misconducts in clause 34.1 of the T&T employees handbook as follows:

- Falsification of time sheets [committing a fraudulent act]
- Claiming wages for time not worked [not defined in employment handbook]
- Absent from workplace without prior arrangements or authority
- Not recording the true and correct times subordinate employees worked whilst under your supervision [not defined in the employee's handbook].

[45] On the following day 10 May 2016 the HR Consultant advised:

Please ignore my email of yesterday and see below a revised notification. You will note that the following dates have been removed from said notification and the reason is that your client was on annual leave on said days.

[46] The letter attached to them full details and timesheets in relation to the allegations.

[47] On 11 May 2016 Mr Clews advised that he and Ms Morgan expected to be in a position to meet with the HR's Consultant's client on Wednesday of the following week. The HR Consultant wrote to Mr Clews on 13 May 2016 suggesting that the investigation of the disciplinary matters be done on the papers and/or correspondence. It stated:

This approach could also be beneficial to your client as she will not be required to come into the store, being seen by her colleagues and deal with the stresses of participating and answering probing and direct questions.

[48] Mr Clews advised that Ms Morgan was happy to proceed on that basis. In a letter dated 18 May 2016 Mr Clews advised on behalf of Ms Morgan:

Quite frankly our client has little interest in the outcome of this investigation. She has already been given notice of termination of her employment. She views the investigation (as do we) as a transparent attempt to bully her as a result of the personal grievances that she has raised. She raises an additional personal grievance accordingly.

The reality of the situation is that even if your client finds serious misconduct it has no practical consequence from our client's point of view. Her wrongful dismissal personal grievance based on the termination of her employment for redundancy will be unaffected. It stands on its own. There is ample authority therefore that holds subsequently discovered misconduct cannot be relied upon.

In the case of the termination of our client's employment for redundancy, there is the strongest possible case for procedural unfairness (there was no process) and, based on your client's late advice that the store may not in fact be closing, there seems to be an undeniable case for the lack of substantive justification.

[49] The letter then proceeded to set out Ms Morgan's response to the allegations. In a letter dated 18 May 2016 T&T advised that it had considered Ms Morgan's feedback and the conclusion stated was:

Based on your client's feedback and T&T Management's responses discussed above, the disciplinary concerns and allegations put to you client is confirmed. The regional manager Violet Tasi is considering termination of your client's employment.

Your client is afforded the opportunity to make representation regarding the proposed sanction before the close of business Thursday 19 May.

[50] Mr Clews responded on behalf of Ms Morgan on 18 May 2016 advising:

As we had previously identified our client's view is that this is a sham process with a pre-determined outcome which is intended to be a response to her raising of a personal grievance.

[51] T&T wrote to Ms Morgan on 19 May 2016 advising her that her employment had been terminated. The letter stated:

The disciplinary concerns that have been put to you per email on 10 May 2016, through your lawyer's office, has been confirmed except the last concern. As these concerns are of a serious nature and your conduct and behaviour has resulted that your employer has lost all trust and confidence in you as store manager. The effective date of your termination will be 19 May 2016.

As your dismissal is based on serious misconduct, T&T Fashions will not pay you for any notice period.

[52] There has been no claim by Ms Morgan that that decision was unjustifiable.

[53] The closure of the Whakatane store did not proceed as indicated in the letter dated 15 April 2016 because Mr Johannick said he had taken note of Ms Tasi's opinion that the Whakatane store should be allowed to continue operation. As a result the Whakatane store remained trading until July 2019.

Was Ms Morgan unjustifiably disadvantaged as a result of the redundancy process?

[54] Ms Morgan claims that she was unjustifiably disadvantaged by T&T. Disadvantage grievances are assessed in light of s103 (1)(b) of the Act which states:

That the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer;

[55] The elements of s103 (1) (b) are twofold:

- a. An unjustifiable action by the employer, which
- b. Affected the employee's terms and conditions of employment, and this was to the employee's disadvantage.

[56] Ms Morgan must therefore establish that there was some unjustifiable action or actions by T&T which affected his terms and conditions of employment to her disadvantage.

(i) *Unjustifiable Action*

[57] T&T advised Ms Morgan on 22 February 2016 that the store in Whakatane would probably be closing in June 2016 and as a consequence her employment would be terminated. On 15 April 2016 T&T confirmed its decision that the Whakatane store would be closing and as a result Ms Morgan would be made redundant.

[58] Employers following a redundancy process must act in a fair and reasonable manner. In a redundancy situation a fair and reasonable employer must, if challenged, be able to establish that he or she has complied with the statutory obligations of good faith dealing pursuant to s.4 of the Act.

[59] The duty of good faith is set out in s.4 of the Act:

s.4 Parties to employment relationship to deal with each other in good faith

(1) The parties to an employment relationship specified in subsection (2) –

(a) must deal with each other in good faith; and

(b) without limiting paragraph (a), must not, whether directly or indirectly, do anything–

(i) to mislead or deceive each other, or

(ii) that is likely to mislead or deceive each other

(1A) The duty of good faith in subsection (1)–

...

(b) requires the parties to an employment relationship to be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive and communicative.

[60] The Chief Judge in *Simpsons Farms Limited v Aberhart*¹ noted that this compliance with good faith dealing includes consultation “as the fair and reasonable employer will comply with the law”

Consultation

[61] The duty of good faith required T&T to consult meaningfully with Ms Morgan. The duty was underlined by clause 11 of the Employment Agreement which stated at clause 11(b):

¹ [2006] ERNZ 825

“... the employer will follow a fair procedure, consult with the employees and explore any alternative options before terminating the employment.” .

[62] I accept that T&T believed that it was acting reasonably in providing Ms Morgan with generous advance notice and also accept that the possibilities for redeployment to another T&T store within a reasonable commuting distance were limited (though not non-existent). However this did not negate T&T’s duty to consult with Ms Morgan.

[63] There was no consultation with Ms Morgan between the letter dated 22 February 2016 announcing the probable closure of the Whakatane store and the letter dated 15 April 2016 confirming that the decision to close the store had been finalised.

[64] The decision to close the Whakatane store with the resultant termination of Ms Morgan’s employment was stressful to Ms Morgan who had recently purchased a home. Although the letter dated 22 February 2016 noted that T&T appreciated the situation was stressful and invited Ms Morgan to notify Ms Adriaanse which Ms Morgan failed to do, this did not negate the responsibility of T&T to consult with her.

[65] I find that the failure to consult with Ms Morgan affected her to her disadvantage and was a breach of her terms and conditions of employment and of the duty of good faith owed to Ms Morgan by T&T.

[66] I determine that Ms Morgan was unjustifiably disadvantaged as a result of the redundancy process.

Was Ms Morgan unjustifiably disadvantaged as a result of T&T failing to provide her with a safe work environment?

[67] The personal grievance raised on behalf of Ms Morgan on 15 April 2016 was that she had been: “left to work unsupported in an unsafe work environment”.

[68] The part-time employee was absent on sick leave, she had not provided a resignation at that time. In the sickness absence of one part-time employee Ms Morgan claimed that she had been left to manage the Whakatane store short staffed and this required her to work additional hours.

[69] Clause 5 (b) of the Employment Agreement is relevant to this situation and provided that the employer might vary the specified hours on occasion to cover sickness.

[70] The additional hours required to be worked by Ms Morgan amounted to 4 hours as a result of being required to work every second Sunday, and assisting to cover lunch hours 2 or

3 times a week. I find that the additional hours required to be worked by Ms Morgan were within the ambit of clause 5(b) of the Employment Agreement.

[71] Examining the request by Ms Morgan for assistance. Ms Morgan first requested assistance on 29 February 2016. I consider that recruitment of an additional person was not a viable option given the envisaged closure of the Whakatane store at that date. In addition the part-time employee was on sick leave and was still employed.

[72] In accordance with Ms Morgan's request for support, Ms Tasi arrived to provide assistance at the Whakatane store on 11 April 2016. This required Ms Morgan to work a limited amount of additional hours over a six week period.

[73] I find no unjustifiable action of T&T in requiring Ms Morgan to work additional hours to provide cover for sickness in accordance with clause 5(b) of the Employment Agreement.

[74] I determine that Ms Morgan was not unjustifiably disadvantaged as a result of T&TFL failing to provide her with a safe work environment.

Did T&TFL breach the duty of good faith it owed to Ms Morgan?

[75] As set out above in the preceding paragraphs, I have found that T&T did breach the duty of good faith owed to Ms Morgan in regard to the failure to consult during the redundancy process.

Remedies

[76] Ms Morgan has been unjustifiably disadvantaged as a result of the disadvantage in regard to the redundancy process.

[77] There is no award for lost wages as Ms Morgan's employment was terminated by way of dismissal for serious misconduct.

Compensation

[78] I have found that T&T unjustifiably disadvantaged Ms Morgan in her employment. This caused her stress. However I note that although Ms Morgan consulted a doctor, there is no evidence of psychological trauma of counselling being required. In addition Ms Morgan was able to continue working in her part-time employment throughout this period.

[79] I order T&T to pay Ms Morgan the sum of \$750.00 in respect of the disadvantage claim pursuant to s 123(1)(c)(i) of the Act.

[80] There is no separate award in respect of the breach of good faith as this arose from the same set of circumstances

Contribution

[81] I am required under s. 124 of the Act to consider the issue of any contribution that may influence the remedies awarded.

[82] Ms Morgan did not contribute to the disadvantage grievance.

[83] In regard to the subsequently discovered misconduct I have considered whether or not this should be taken into consideration in regard to the compensation awarded having regard to the observations of the Employment Court in *Xtreme Dining Limited T/A Think Steel v Dewar*.² However I decline to remove the compensation awarded to Ms Morgan on that basis in this case.

Costs

[84] On the basis that both parties have had some degree of success in the matter, I make no order for costs.

[85] However, in the event that costs are sought, the parties are encouraged to resolve that question between them. If the parties fail to reach agreement on the matter of costs, they may lodge and serve a memorandum as to costs within 28 days of the date of this determination with any reply submissions to be lodged with 14 days of receipt. I will not consider any application outside that timeframe.

[86] All submissions must include a breakdown of how and when the costs were incurred and be accompanied by supporting evidence.

Eleanor Robinson
Member of the Employment Relations Authority

² *Xtreme Dining Limited t/a Think Steel v Dewar* [2016] NZEmpC 136 at [2016]