

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

**[2012] NZERA Auckland 306  
5369300**

BETWEEN VIVIENNE PARRY-CROOKE  
Applicant  
AND WEALTH WORKS LIMITED  
Respondent

Member of Authority: Eleanor Robinson  
Representatives: Allen Goldstone, Advocate for Applicant  
Marisa Brugeyroux, Counsel for Respondent  
Investigation Meeting: 7 August 2012 at Auckland  
Submissions received: 7 August 2012 from Applicant and Respondent  
Determination: 4 September 2012

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**DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] The Applicant, Ms Vivienne Parry-Crooke, was dismissed from the employment of the Respondent, Wealth Works Limited (Wealth Works) on 4 October 2011 for failure to rectify performance management issues.

[2] Ms Parry-Crooke claims that the dismissal was substantively and procedurally unjustifiable. Ms Parry-Crooke also claims that she was disadvantaged by her dismissal.

[3] Wealth Works denies that Ms Parry-Crooke was unjustifiably dismissed or unjustifiably disadvantaged and claims that a fair procedure was followed.

**Issues**

[4] The issue for determination is whether Ms Parry-Crooke was unjustifiably dismissed and/or unjustifiably disadvantaged in her employment by Wealth Works.

**Background Facts**

[5] Wealth Works offers personal financial advice to clients in the areas of finance and mortgages, investment advice, insurance and risk management, retirement plans and protection of business assets. Wealth Works has approximately six employees.

[6] Ms Parry-Crooke was employed by Wealth Works as an Accounts/Administrator on 8 June 2009, reporting jointly to Ms Amy Po-Ching and Mr Dave Lucas, co-directors. Ms Parry-Crooke said that although she reported to both Ms Po-Ching and Mr Lucas, her main reporting line was to Ms Po-Ching.

[7] In her position, Ms Parry-Crooke regularly handled confidential and commercially sensitive financial information to which other employees did not have access.

[8] Ms Parry-Crooke was employed in accordance with an individual employment agreement (the Employment Agreement).

[9] Ms Parry-Crooke said that she had received positive feedback about her performance during her first two years of employment, during which time there had been regular informal meetings to discuss her general performance and role.

[10] Ms Po-Ching said that although during these informal meetings Ms Parry-Crooke had expressed an interest in taking on more responsibility and advanced tasks, she had been concerned that Ms Parry-Crooke appeared to have difficulty in managing her existing work load efficiently and effectively.

[11] Ms Parry-Crooke said Ms Po-Ching had told her to ask for assistance if required, however she had felt uncomfortable asking Ms Po-Ching for assistance, and also Ms Po-Ching was frequently absent from the office and difficult to contact.

[12] Ms Po-Ching stated that she considered that she and Ms Parry-Crooke had enjoyed a good professional working relationship. Ms Po-Ching said she had usually been present in the office during the working day, but on the occasions when she had worked from home, she had always been contactable by telephone.

[13] Ms Parry-Crooke agreed at the Investigation Meeting that Ms Po-Ching would normally return her telephone calls when she had called and left a message. Ms Parry-Crooke further agreed that she and Ms Po-Ching had initially had a positive working relationship, and

was unable to explain why she had felt uncomfortable approaching Ms Po-Ching for assistance.

[14] Ms Po-Ching said at a performance review meeting in July 2011 with Ms Parry-Crooke, she had discussed some concerns she had regarding her general work performance, including that she was not completing her work accurately and efficiently.

*Disciplinary Meeting on 21 July 2011*

[15] Ms Parry-Crooke said that on 18 July 2011 she had received a letter inviting her to attend a disciplinary meeting on 21 July 2011. The letter outlined four allegations which were to be discussed at the disciplinary meeting, and also advised Ms Parry-Crooke that the allegations were serious, and could result in disciplinary action being taken against her, including the termination of her employment. The letter also advised Ms Parry-Crooke of her right to have representation present at the meeting.

[16] Ms Po-Ching said she had attached copies of 18 pages of Ms Parry-Crooke's personal emails to the disciplinary meeting letter and had confirmed that she would provide more than 100 additional pages of her personal emails if Ms Parry-Crooke wished her to do so.

[17] The allegations were that:

- a. On 14 July 2011 Ms Parry-Crooke had disclosed in emails to an outside contact confidential information about Wealth Works dealings with a client;
- b. An audit of Ms Parry-Crooke's personal email usage made in response to the concerns about her inability to manage her workload and to work accurately had revealed that this was extremely high and even excessive;
- c. The personal emails had revealed criticism of Ms Po-Ching being made by Ms Parry-Crooke to external contacts which Wealth Works considered would be damaging to the business and to the working environment; and
- d. The excessive personal email usage was impacting upon Ms Parry-Crooke's ability to complete her workload efficiently and accurately.

[18] Ms Po-Ching said that Ms Parry-Crooke had not had representation at the disciplinary meeting at which she and Mr Lucas had been present, nor had she requested a full copy of her personal emails.

[19] Ms Parry-Crooke said she had been horrified when she had received the letter advising her of the disciplinary meeting and had fully accepted that her personal email usage had been excessive. Ms Parry-Crooke said at the disciplinary meeting she had apologised for her behaviour and assured Ms Po-Ching and Mr Lucas that such behaviour would not be repeated.

[20] Ms Parry-Crooke said she had explained at the disciplinary meeting on 21 July 2011 that she was suffering from depression and had been prescribed medication by her doctor. Mrs Parry-Crooke said that Ms Po-Ching had been sympathetic to her in respect of this disclosure.

[21] Ms Po-Ching said the disciplinary meeting had been adjourned to consider Ms Parry-Crooke's explanations of her actions and her assurances that the behaviour would not be repeated. After consideration Ms Po-Ching said the decision had been made to issue Ms Parry-Crooke with a final written warning.

[22] Ms Po-Ching said that she considered a final written warning to have been appropriate given the seriousness of Ms Parry-Crooke's behaviour, and that it was in accordance with the provisions in respect of the misuse of confidential information in the Employment Agreement.

[23] Ms Parry-Crooke said towards the latter part of her employment at Wealth Works Ms Po-Ching had on a number of occasions become so upset or angry that she had been hostile towards her.

[24] Mr Lucas said that he had seen no evidence of Ms Po-Ching being hostile towards Ms Parry-Crooke, stating that he considered Ms Po-Ching to have had good relationships with all the employees including Ms Parry-Crooke.

[25] Ms Po-Ching denied she had been hostile towards Ms Parry-Crooke although she admitted that she had been rather upset by the derogatory comments Ms Parry-Crooke had made about her in the emails discovered during the email audit of Ms Parry-Crooke's personal emails. However because Ms Parry-Crooke had been embarrassed and upset over the comments she had made, Ms Po-Ching said she had accepted her apology and believed that she had been supportive thereafter in respect of Ms Parry-Crooke's depression.

[26] Ms Parry-Crooke agreed that Ms Po-Ching had been supportive of her in respect of her depression, and had asked if she had wanted to take some time off, however Ms Parry-Crooke had declined saying that it was best for her to be at work.

[27] Ms Po-Ching said between late July and September 2011 she regularly met with Ms Parry-Crooke to see how she was coping with her workload. Ms Po-Ching said Ms Parry-Crooke had informed her that her medication was working well and that she felt 'like her old self again', and had thanked her for her support, help and patience.

[28] Ms Po-Ching said that both she and Mr Lucas had spoken to Ms Parry-Crooke on numerous occasions concerning two issues: confidentiality and the accuracy of commission payments.

[29] Ms Po-Ching explained that Ms Parry-Crooke regularly left Wealth Works financial information and commission statements face up on her desk and in plain sight of other employees on the printer. Ms Po-Ching said she and Mr Lucas had discussed the inappropriateness of this behaviour with Ms Parry-Crooke, however she had not addressed or rectified the behaviour.

[30] To assist with accessing confidential information from the printer, Ms Po-Ching said Wealth Works had purchased a new printer which had secure print facilities. Ms Po-Ching said a representative from Fuji Xerox had attended Wealth Works offices to train the employees how to use the new printer and Ms Parry-Crooke had attended the training.

[31] Ms Parry-Crooke agreed she had attended the secure printer training, however stated that she had not felt the need to use it since her desk was adjacent to the printer.

[32] Ms Parry-Crooke said it had been difficult for her not to have documents open on her desk when she was working on them, and said she was aware of one occasion when Mr Lucas had retrieved printing from the printer which had occurred when she had printed off information but had been distracted and not able to collect it from the printer immediately.

[33] Mr Lucas said he had complained about this incident to Ms Po-Ching as staff management was her area of responsibility, and in response on 20 September 2011 Ms Po-Ching had emailed Ms Parry-Crooke. In the email Ms Po-Ching had written:

*Dave has mentioned to me that he found a commission statement sitting on the printer today.*

*As we have discussed previously, please do not leave commission statements or p&l statements or any other confidential accounts information lying around where others can see it.*

[34] Ms Po-Ching said that despite working with Ms Parry-Crooke to ensure she completed her workload accurately and in a timely manner, and also meeting with her on a regular basis between late July and late September 2011, she and Mr Lucas had not seen an improvement in her performance.

*Disciplinary Meeting on 29 September 2011*

[35] Ms Po-Ching explained that in late September 2011 she and Mr Lucas had decided to hold a further disciplinary meeting with Ms Parry-Crooke.

[36] Ms Parry-Crooke said that she had been sent a letter dated 27 September 2011 inviting her to a disciplinary meeting on 29 September 2011. The letter had outlined three allegations which were to be discussed at a disciplinary meeting, and also advised Ms Parry-Crooke that the allegations were serious and could result in disciplinary action being taken against her including the termination of her employment. The letter further advised Ms Parry-Crooke of her right to have representation present at the meeting.

[37] The allegations contained in the letter were set out as being:

- i. Not maintaining the confidentiality of information: *Commission statements, financial accounts, general ledger information and invoices are all confidential information. In your role of Accounts/Administrator you are privy to this confidential and commercially sensitive information. You have been asked on numerous occasions to keep this information confidential and not lying around the office for public viewing. You were sent this request in writing on 20<sup>th</sup> September by Amy Po-Ching. On the 26<sup>th</sup> September the general ledger was left lying face up on your desk for public viewing. We are concerned that you have not taken our request for confidential information to be kept confidential, and furthermore that you do not respect the sensitivity of the information that you are privy to. ;*
- ii. The accuracy and timeliness of processing of commission statements; and

- iii. Work not being completed efficiently and accurately: *This is a concern that we raised in your previous disciplinary review meeting in July 2011 and we are concerned that there does not appear to be improvement since this time.*

[38] Ms Parry-Crooke was represented by Mr Allen Goldstone at the meeting on 29 September 2011 at which Ms Po-Ching and Mr Lucas were initially present. Mr Lucas said that at the outset of the meeting he had taken exception to the attitude Mr Goldstone had adopted towards himself and Ms Po-Ching and after a heated exchange with Mr Goldstone, he had left the meeting.

[39] Ms Parry-Crooke said that the exchange between Mr Lucas and Mr Goldstone had shaken her and she could not recall the rest of the meeting, however she recalled the meeting as being lengthy, and that Mr Goldstone had discussed the issues with Ms Po-Ching.

[40] Ms Po-Ching said the meeting had lasted approximately one hour during which time Ms Parry-Crooke had provided a written statement. Ms Po-Ching said that whilst Mr Goldstone had opened the meeting, Ms Parry-Crooke had spoken directly to the allegations during the remainder of the meeting.

[41] Ms Po-Ching said she had invited Ms Parry-Crooke to explain why she was still regularly making mistakes in processing the commission statements and was not processing the commission statements in a timely manner, an issue which had been discussed with her previously. Ms Po-Ching said the issue of Ms Parry-Crooke's failure to maintain the confidentiality of information was also discussed at length during the meeting.

[42] Ms Po-Ching said she had informed Mr Goldstone and Ms Parry-Crooke at the conclusion of the disciplinary meeting that she would consider Ms Parry-Crooke's written statement and the explanations she had given at the disciplinary meeting, and let them know the outcome of the disciplinary meeting at a further meeting to be held on 4 October 2011.

[43] Ms Po-Ching said that following the meeting she had discussed what had happened at the meeting with Mr Lucas.

[44] Mr Lucas said his opinion prior to the meeting had been that dismissal was the most likely outcome of the disciplinary process given Ms Parry-Crooke's failure to maintain the confidentiality of information and her inability to process the commission payments accurately and in a timely manner despite repeated instructions to do so.

[45] Mr Lucas said that when he had been informed of what had occurred at the disciplinary meeting by Ms Po-Ching, he had seen no reason to change his initial opinion. However he said the outcome would be a decision ultimately for Ms Po-Ching to take.

[46] Ms Po-Ching said that although she had been aware of Mr Lucas's opinion, she had the responsibility for making the decisions in the area of staff management, and Mr Lucas accepted this was the case.

[47] Ms Po-Ching explained that on the basis that Ms Parry-Crooke had not accepted responsibility for her actions, she believed that there would be no improvement in her performance in the future. Ms Po-Ching said Wealth Works had consequently decided that the proposed course of action would be the termination of Ms Parry-Crooke's employment.

*Meeting on 4 October 2011*

[48] Ms Po-Ching said she had written a letter dated 4 October 2011 setting out in detail Wealth Works' view of the issues and Ms Parry-Crooke's responses under the three areas of concern itemised in the letter of 27 September 2011. The letter was headed **Decision of Disciplinary Meeting** and ended with the statement: *If you have any final comment to make on our proposed course of action please discuss this with me.*

[49] Ms Po-Ching said at the meeting on 4 October 2011 she, Ms Parry-Crooke, and Mr Goldstone had read through the letter together, and she had asked if they had anything they wished to discuss, however they had not. Ms Po-Ching said she had then confirmed the proposed course of action as being to terminate Ms Parry-Crooke's employment.

[50] Ms Po-Ching said that neither Ms Parry-Crooke nor Mr Goldstone responded to the letter of 4 October 2011 which had been read with them, nor did they comment on Wealth Works' proposed course of action.

[51] Ms Parry-Crooke explained the reason for the non-response as being that she had considered that the decision had already been made and whatever she had said would have made no difference.

[52] Ms Parry-Crooke claimed the letter had also raised new allegations, being comments about two commission payment being received late, however Ms Po-Ching denied this was the case on the basis that the letter merely outlined what had been discussed at the meeting on 29 September 2011.

[53] Ms Po-Ching said at this point Mr Goldstone had asked for six months salary for Ms Parry-Crooke by way of compensation for the loss of her employment with Wealth Works, but she had not agreed to this, informing Mr Goldstone that if he believed she had not acted properly he could address this in the appropriate manner

[54] Ms Po-Ching said that on the following day, 5 October 2011, she had confirmed by letter dated 5 October 2011, the decision to terminate Ms Parry-Crooke's employment with effect from 4 October 2011 and to pay her one month's salary in lieu of notice.

## **Determination**

### **The Law**

[55] Ms Parry-Crooke was dismissed on 4 October 2011. The test of justification in s103A Employment Relations Act 2000 (the Act) states:

#### ***S103A Test of Justification***

- i. For the purposes of section 103(1) (a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).*
- ii. The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.*

[56] The Test of Justification requires that the employer acted in a manner that was substantively and procedurally fair. Wealth Works must establish that the dismissal was a decision that a fair and reasonable employer could have made in all the circumstances at the relevant time.

[57] Ms Parry-Crooke was dismissed on the basis of three allegations concerning her performance: not maintaining confidentiality of information, accuracy and timelessness of commission statements, and work not being carried out efficiently and accurately.

- [58] Wealth Works' position was that these were not new issues in that Ms Parry-Crooke :
- a. had been issued with a final written warning on 22 July 2011 for failing to maintain confidentiality of information;
  - b. the issue of accuracy and timeliness of commission payments had been raised with Ms Parry-Crooke at “*numerous recent performance reviews*”; and
  - c. Wealth Works' concern that Ms Parry-Crooke was not completing her work efficiently and accurately had been raised with her at the disciplinary meeting on 21 July 2011.

*Confidentiality of Information*

[59] The business of Wealth Works consists of the handling of confidential financial information to its clients. The Employment Agreement signed by Ms Parry-Crooke on 22 May 2009 contained a detailed section related to confidential information and the seriousness of any breach at clause 28, which stated:

28.3 *The employee agrees that the employee will hold all confidential information in confidence*

28.4 *The employee acknowledges that the employer will treat a breach of this clause as serious misconduct and may terminate the employee's employment without notice.*

[60] The issue of confidentiality had been raised with Ms Parry-Crooke at the disciplinary meeting on 21 July 2011 and she had accepted at that time that her behaviour had not been acceptable and had apologised.

[61] The confidentiality issue discussed at the 21 July disciplinary meeting had been concerned with the disclosure of confidential information in an email to a third party, and the issue raised at the disciplinary meeting on 29 September 2011 concerned a slightly different issue, namely that Ms Parry-Crooke was leaving confidential information in plain sight of the other Wealth Works employees and/or any visitors who might attend the Wealth Works offices.

[62] However whilst accepting the slightly different focus, I consider that the earlier issue reinforced the seriousness with which Wealth Works regarded breaches of confidentiality as set out in clause 28 of the Employment Agreement. Further at the Investigation Meeting Ms Parry-Crooke confirmed that she was privy to confidential information to which other

employees were not privy, and that she knew Wealth Works required her to maintain that confidentiality.

[63] Ms Parry-Crooke asserted that it was difficult for her not to have confidential information visible on her desk; an assertion which Wealth Works had disputed, stating that Ms Parry-Crooke's desk was L-shaped and positioned in such a way as to enable her to remove confidential documents from the gaze of passers-by, and had drawers into which she could place any documents that she was not actively working upon.

[64] I accept that the issue of confidentiality of documents was an on-going issue Wealth Works had addressed with Ms Parry-Crooke on previous occasions prior to 20 September 2011, noting that the email dated 20 September 2011 stated: "*As we have discussed previously ..*", and which, to ensure there was no doubt on the matter, had proceeded to itemise which confidential information was involved, namely: "*.. commission statements or P&L statements or any other confidential accounts information.*"

[65] I also note that Wealth Works had acquired a secure printing facility which enabled employees to print out documents using a secure pass-word at the printer, however Ms Parry-Crooke, although she had been shown how to use this secure printing facility, had chosen not to do so.

#### *Accuracy and Timeliness of Commission Payments*

[66] Ms Po-Ching said she and Mr Lucas had spoken to Ms Parry-Crooke concerning the accuracy and timeliness of commission payments 'on numerous occasions'.

[67] In the written statement Ms Parry-Crooke had submitted at the disciplinary meeting on 29 September 2011 Ms Parry-Crooke had written:

*I accept there have been problems in the past with the referral invoices and I have tried to make these more timely ...*

*I accept I have made calculation errors in the past ...*

[68] In the letter sent in response by Ms Po-Ching dated 4 October 2011 Ms Po-Ching had written in relation to the commission payments issue:

*You have been asked on numerous occasions to process statements at least weekly and it has been explained to you why this is so important.*

*In regards to commission statements being inaccurate, you argued that you are only human and that mistakes sometimes get made. I*

*completely agree – mistakes are expected to be made from time to time but not as frequently as they are occurring. We raised that concern of workload not being completed accurately at our last disciplinary meeting. There does not seem to be improvement since this date.*

[69] Ms Parry-Crooke said that she had not asked Ms Po-Ching for assistance as she felt uncomfortable doing so, and because Ms Po-Ching was frequently away from the office and was difficult to contact.

[70] However I note that at the Investigation Meeting, Ms Parry-Crooke could provide no explanation as to why she had felt uncomfortable approaching Ms Po-Ching for assistance and she had in fact agreed with Ms Po-Ching that they had a positive working relationship. Ms Parry-Crooke also agreed that Ms Po-Ching had been supportive towards her regarding her depressive illness.

[71] I further note that although Ms Parry-Crooke asserted Ms Po-Ching was difficult to contact due to her working away from the office, she had agreed at the Investigation Meeting that Ms Po-Ching returned her calls when she had left messages.

*Efficient and accurate completion of work*

[72] Ms Po-Ching's evidence was that from the outset of Ms Parry-Crooke's employment, efficient and accurate completion of her work had been an issue which had been raised at regular informal performance management meetings.

[73] This issue had been raised formally at the disciplinary meeting on 21 July 2011, and Ms Po-Ching's evidence was that she had worked with Ms Parry-Crooke on a regular basis between late July and late September 2011 to address the issue.

[74] I find that the issues raised with Ms Parry-Crooke were serious issues which had been raised with her on many previous occasions, and which Wealth Works regarded as serious.

[75] Having considered the issues, I find that Wealth Works had substantial justification for terminating Ms Parry-Crooke's employment.

[76] A dismissal must not only be substantially justifiable however, it must be procedurally justifiable.

[77] There are three major principles applicable to the disciplinary process: a duty to inform the employee of the allegations, an informed opportunity for the employee to respond, and a decision that is free from bias and pre-determination. Additionally the fair and reasonable employer will inform an employee of their entitlement to have representation at a meeting of a disciplinary nature.

[78] I find that Ms Parry-Crooke had been fully informed of the allegations against her and had been provided with an opportunity to address them at the disciplinary meeting on 29 September 2011, and had been provided with a further opportunity to address the preliminary decision to dismiss. Further Ms Parry-Crooke had been informed of her right to representation at the meeting, and Mr Goldstone had accompanied her to the meeting.

[79] The decision must also be free from pre-determination. Mr Lucas's evidence was that he had considered dismissal was the most likely outcome of the disciplinary process prior to the disciplinary meeting on 29 September 2011.

[80] Mr Lucas had not been present for the majority of the meeting; however he had said that following the account of what had occurred at the meeting by Ms Po-Ching, he had not changed his opinion that dismissal was the appropriate outcome.

[81] Ms Po-Ching said she had been aware of Mr Lucas's opinion; however it had been her responsibility to make the decision.

[82] Mr Lucas and Ms Po-Ching had been co-directors and shareholders in Wealth Works since 31 October 2008. Although Ms Po-Ching stated, and Mr Lucas agreed, that it had been her decision as to the outcome of the disciplinary meeting, I find the fact that Ms Po-Ching discussed what had occurred at the meeting on 29 September 2011 afterwards with Mr Lucas adds weight to the conclusion that she would in all probability have been influenced, given their business relationship, by Ms Lucas's pre-determined view as to the appropriate outcome.

[83] I find that this does not adequately fulfil the expectations of a fair and reasonable procedure.

[84] I find that there is evidence of pre-determination in the decision to terminate Ms Parry-Crooke's employment and that this is a more than minor procedural defect. I determine that Ms Parry-Crooke was unjustifiably dismissed by Wealth Works.

[85] As regards the unjustifiable disadvantage grievance, I have not found any grounds to have been established in relation to this claim.

### **Remedies**

[86] Ms Parry-Crooke is claiming remedies of loss of earnings and compensation for hurt and humiliation. In considering the question of remedies, the Authority has to consider the extent to which the employee contributed towards the situation which gave rise to the personal grievance pursuant to s 124 of the Act.

[87] I have found that Wealth Works had substantive grounds for the decision to terminate Ms Parry-Crooke's employment. The issues raised with Ms Parry-Crooke had not been new issues, but ones which had been addressed with her on many previous occasions. The most serious issue had been that of Ms Parry-Crooke's failure to maintain the confidentiality of confidential information.

[88] Wealth Works is a business based on confidential financial information. At the Investigation Meeting Ms Parry-Crooke acknowledged that in her position she was privy to confidential information and that she knew Wealth Works expected her to maintain the confidentiality of this information. However it was clear from the evidence that Ms Parry-Crooke repeatedly failed to safeguard the confidentiality of the information to which she was privy.

[89] Similarly in relation to the other two issues regarding the accurate, efficient and timely performance of Ms Parry-Crooke's duties, Wealth Work's expectations had been made known to her on many previous occasions. Assistance had been offered by Ms Po-Ching, but Ms Parry-Crooke had chosen not to avail herself of this. The issues had been addressed at regular meetings following the 21 July 2011 disciplinary meeting, but there had been no improvement.

[90] Taking full account of Ms Parry-Crooke's contribution towards the situation in which she found herself, I decline to order any remedies.

### **Costs**

[91] Costs are reserved. Given the extent to which both parties have been successful, I am of a mind that costs should lie where they fall. 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, the Applicant may lodge and serve a memorandum as to costs within 28 days of the date of this determination with any rely submissions by the Respondent to be lodged within 14 days of receipt. I will not consider any application outside that timeframe.

**Eleanor Robinson**  
**Member of the Employment Relations Authority**