

NOTE: This determination contains an order prohibiting publication of certain information at [42] and [77].

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2026] NZERA 10
3296319

BETWEEN	TAMARA POI Applicant
AND	NZME PUBLISHING LIMITED Respondent

Member of Authority:	Peter Fuiava
Representatives:	Applicant in person Anna Codlin, counsel for the Respondent
Investigation Meeting:	19-20 August and 7 October 2025 in Auckland and by audio-visual link
Submissions and other information received:	22 August and 7 October 2025 from the Applicant 20 August, 1 September and 7 October 2025 from the Respondent
Determination:	8 January 2026

DETERMINATION OF THE AUTHORITY

What is the employment relationship problem?

[1] From 2021 to 2023, NZME Publishing Limited (NZME) undertook an ambitious cadetship initiative named “Te Rito” to improve newsroom diversity. This employment problem is essentially one of unjustified disadvantage that Tamara Poi, one of 25 cadets to go through the Te Rito programme in 2022, has made against NZME. She alleges that her former manager at the time, Lois Turei, kept her working in Rotorua against her wishes depriving Ms Poi of valuable work experience from other newsrooms in Auckland including Newshub which was still operating at the time.

[2] Ms Poi further says that she was disadvantaged by NZME's breach of her confidentiality when senior management received advance notice of Ms Poi's complaint against Ms Turei two days before she made it. Ms Poi considers that her complaint was pre-judged and that NZME's subsequent investigation by an external investigator was compromised from the start. In addition, Ms Poi alleges retaliatory action by NZME for having raised a personal grievance and that her employer breached tikanga Māori principles making her feel unsafe. NZME denies Ms Poi's claims in their entirety.

How has the Authority investigated?

[3] For the Authority's investigation, written witness statements were lodged from Ms Poi who was tautoko/supported by her partner at the investigation meeting. In addition to hearing from Ms Poi, I also heard from former Te Rito cadet, Te Kakenga (TK) Kawiti-Bishara, who attended the investigation meeting by teleconference.

[4] For NZME, I received written witness statements and heard oral evidence from Te Rito programme manager, Lois Turei, employment law barrister and externally-engaged investigator, Shelley Kopu, NZME head of culture and performance, Simon Brown, and managing editor of Business news, Duncan Bridgeman. Additionally, I heard from former Te Rito cadet now director at Waka Huia, Kahumako Rameka and former Te Rito manager, Gesa Luamanu. Ms Luamanu attended the investigation meeting by AVL.

[5] There were no connectivity issues of note for those witnesses who attended the investigation meeting remotely and all witnesses answered questions under oath or affirmation from me and the parties' representatives. The representatives also gave oral closing submissions and have filed additional written submissions with respect to alleged monies owing to Ms Poi under a discretionary financial stipend.

[6] 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.

What were the issues?

[7] The issues requiring investigation and determination were:

- (a) Was Ms Poi required by NZME to remain working in Rotorua against her wishes?
- (b) Did Ms Turei say in a Zoom hui that Ms Poi needed to “earn” her return to Auckland?
- (c) Was Ms Poi’s confidentiality breached by NZME as a result of Ms Turei being given advance notice of an incoming personal grievance?
- (d) Was the external investigation limited in its scope?
- (e) Was there retaliatory action by NZME as a result of Ms Poi’s raising of a personal grievance? Was this grievance raised by Ms Poi in time?
- (f) Is Ms Poi owed a financial stipend by NZME?
- (g) Has there been a breach of tikanga Maori principles to the detriment of Ms Poi’s employment?
- (h) Was Ms Poi responsive in her communications with NZME?
- (i) What remedies, if any, should be awarded?

What are the relevant facts?

[8] In February 2021, the government announced a \$55 million Public Interest Journalism Fund (PIJF) to support the media sector during COVID-19 and to improve newsroom diversity. Through a partnership that involved NZME, Whakaata Māori (WM), Newshub and Pacific Media Network (PMN), the Te Rito Journalism Project was established to improve the representation of Māori, Pasifika, and other ethnicities across multiple journalism platforms.

[9] Ms Poi was one of 25 cadets that went through the Te Rito programme in 2022. She was first employed as a journalist cadet on a 12-month fixed-term individual employment agreement (signed 13 December 2021) which commenced on 7 February

2022 and ended on 3 February 2023 (the first IEA). At the end of her cadetship, Ms Poi applied for and obtained further employment at BusinessDesk as a multi-media journalist. Because that role was also PIJF-funded, it was for a fixed period of 12 months which commenced on 4 February 2023 and ended on 9 February 2024.

[10] As a first-year Te Rito cadet in 2022, the expectation was for Ms Poi to spend time, at least a month, working across all four Te Rito partners as noted above. However, Ms Poi's first year was sadly affected by the passing of her father in early 2022. She rejoined the programme in April 2022 before the first round of newsroom placements occurred.

[11] Even so, in a series of emails that Ms Poi sent in June and July 2022 to Ms Turei, the Te Rito programme manager, she advised Ms Turei of a sensitive family issue involving a cousin who lived in Rotorua and was involved in court proceedings. Ms Poi inquired whether she could work in Rotorua in order to support her cousin which Ms Turei agreed to. Consequently, Ms Turei made arrangements with the editor of the Rotorua Daily Post (RDP), Scott Inglis, for Ms Poi to work as a member of his news team which she did for all of July and August 2022.

[12] Although Ms Poi was rescheduled to commence her Newshub placement in September 2022, that window of opportunity was missed as a result of her desire to continue working at the NZ Herald on an M9 project with a local artist.

[13] Ms Poi claimed that from July 2022 to early 2023, she was required to remain in Rotorua against her wishes by Ms Turei and other members of her team namely, Ms Luamanu, (then) Te Rito manager, and Eileen Cameron, a Te Rito facilitator/kaiako. According to Ms Poi, this was contrary to the first IEA which explicitly stated that her place of work was in Auckland. Ms Poi further claimed that in a Zoom hui in September 2022, Ms Turei had said to her that she needed to "earn" her return to Auckland.

[14] In an email dated 27 September 2022 from Ms Turei to Ms Poi (in which Ms Luamanu and Ms Cameron, among others, were copied in) Ms Turei confirmed that Ms Poi would be part of the RDP general news team until the end of October 2022 and that she was then due to go to Newshub (in Auckland) the following month in November.

[15] On 28 October 2022, RDP editor, Mr Inglis, emailed Ms Turei that Ms Poi had texted him asking if she could stay another month in his newsroom in Rotorua. Ms Turei subsequently forwarded that email to Ms Luamanu and Ms Camerson stating, “Only a month? What’s her (Ms Poi) thinking beyond that month?” Ms Turei suggested to her colleagues that given that Ms Poi would rather be in a smaller newsroom, where she has the best chance of recruitment, it was best that she see the year out there otherwise she could come back into the Auckland newsroom to get some valuable experience in the Business team.

[16] An attempt was made at a placement for Ms Poi at Newshub in November 2022 but by then newsrooms were beginning to wind down their Te Rito programmes for the year and did not have the capacity to take on an extra cadet. On her own time, Ms Poi spent a weekend in November where she was shown through the Newshub newsroom.

[17] In November 2022, Te Rito cadets, including Ms Poi, were applying for various roles across the four Te Rito partners. Of the 25 cadets that started in 2022, one had dropped out. Of the remaining 24, 22 got jobs but not all in news media. Newshub, which Ms Turei stated was popular, offered 4 roles, WM offered 3, PMN 2, and NZME offered 10. Ms Poi applied for a role at Newshub but was unsuccessful. In a series of text messages from 29 to 30 November 2022 with Te Rito administrator and kaimahi, Susan Rose, whom Ms Poi considered a trusted staff member, she expressed how sad and disappointed she was in not being offered a contract with Newshub which was a position that she really wanted.

[18] In another series of text messages between Ms Poi and Ms Rose on 15 December 2022, Ms Poi advised that she would be late for the end-of-year barbecue held in Auckland for the Te Rito team. At that time, Ms Poi was still based in Rotorua and did not have her own vehicle to attend the barbecue. Although NZME had arranged a paid rental vehicle for Ms Poi to use to attend the event, she texted Ms Rose that she was running late due to poor weather and heavy traffic conditions. By the time Ms Poi arrived in Auckland, the barbecue had long since ended.

[19] The following day, Ms Turei emailed Ms Poi to explain her absence and why she still had the rental vehicle in her possession. In reply, Ms Poi stated that she found Ms Turei’s email to be abrupt, accusatory in tone and that she had failed to call and

check in on her which did not align with manaaki, aroha or mana. In a subsequent reply from Ms Turei, she disagreed with Ms Poi and did not apologise for the tone of her email. Further, Ms Turei denied that she had not afforded Ms Poi aroha, manaakitanga or mana because efforts were made to get her to Auckland so that she could attend the barbecue and that Ms Turei had supported her throughout the year and would continue to do so.

[20] On or about 20 December 2022, Ms Poi asked Ms Rose how she could make a complaint. She was referred to Ms Luamanu, the Te Rito manager.

[21] On 23 December 2022, Ms Poi emailed Ms Luamanu and asked how she could, as a Te Rito cadet, make a formal complaint and what that process involved. Ms Luamanu emailed shortly afterwards stating “Fyi let’s talk in new year.”

[22] On 24 December 2022, Ms Luamanu forwarded Ms Turei, who was her manager, the above email from Ms Poi in which she asked how to make a formal complaint as a Te Rito cadet.

[23] In an email dated 11 January 2023, Ms Turei let her manager know of an upcoming formal complaint about her from Ms Poi. Copied into that email was Mr Brown as head of HR. Ms Turei’s email sets out what she anticipated Ms Poi’s complaint about her to be about namely the barbeque event in December that Ms Poi had missed and Ms Turei’s decision to decline her request later that same month to work remotely when Ms Poi was travelling and would be at Wellington airport for several hours.

[24] On 13 January 2023, Ms Poi provided a formal personal grievance letter to Ms Luamanu that was marked “Private and Confidential”. Ms Poi stated in her personal grievance that she had been unjustifiably disadvantaged and discriminated against and that there had been a failure on the part of NZME to deal with a bullying manager who Ms Poi did not name.

[25] Ms Poi further stated that she had been unfairly treated during her time as a Te Rito cadet by Ms Turei whom she believed had kept her in Rotorua against her wishes and in breach of the first IEA. In doing so, Ms Poi stated that she was deprived of the

opportunity to fully experience and learn from all the newsrooms as a Te Rito cadet and that she was available and wanted to go to Newshub from 9 September 2022.

[26] Ms Poi's grievance letter further records that when she applied for one of the four roles available at Newshub and was unsuccessful, she was told that it was because she did not know the system as well as the other cadets who had spent time at Newshub. Ms Poi further alleged other instances of discrimination against her which she was willing to provide more information about if required.

[27] Ms Luamanu forwarded Ms Poi's personal grievance letter to (then) senior culture and performance partner, Shruti Chadha, who no longer works for NZME. On 16 January 2023, she acknowledged receipt of Ms Poi's personal grievance and requested from her more detail about the unnamed "bullying manager" and further clarification about the other alleged instances of discrimination in order for NZME to respond.

[28] To support Ms Poi in providing this additional information, HR provided her with three paid discretionary leave days in mid-to-late January 2023. However, the requested information was not provided until 8 March 2023.

[29] On 17 February 2023, Ms Poi emailed Ms Chadha to ascertain whether her personal grievance had remained confidential because she had noticed a change in Ms Turei's interaction with her in the office. It was Ms Poi's understanding that her grievance would remain private until she and Ms Chadha had worked through the details.

[30] On 22 February 2023, Ms Chadha stated that Ms Turei had been subsequently notified of her personal grievance being part of the Te Rito steering committee.

[31] Later that same evening, Ms Poi emailed Ms Chadha that she believed the process had already been compromised as another employee whom Ms Poi did not identify, had found out about her personal grievance and that this was being discussed by other cadets. She wanted Ms Chadha to explain how someone other than herself, Ms Luamanu, Ms Rose, and now Ms Turei had knowledge of her personal grievance.

[32] By email of 24 February 2023, head of culture and performance, Simon Brown responded to Ms Poi's concern acknowledging that NZME had not pro-actively informed her that her personal grievance would be shared with the Te Rito steering committee. However, this was necessary in order to keep the committee informed of any employee disputes. Mr Brown expressed his disappointment on hearing that details of Ms Poi's concerns were being discussed amongst her peers which would be investigated.

[33] On 1 March 2023, Mr Brown asked Ms Poi for any details as to who had mentioned or discussed her personal grievance with her. Ms Poi stated that she had already 'put [her] neck out' and was reluctant to put others in the 'firing line' also. On 3 March 2023, Mr Brown advised that without further specific information, he would not be able to investigate this particular concern further.

[34] As noted above, on 8 March 2023, Ms Poi provided NZME with more detailed information about her personal grievance which included a time line of events and the name of a former Te Rito cadet, Kahumako Rameka, for information as to why other cadets were aware of her personal grievance.

[35] On 23 March 2023, Ms Chadha emailed Ms Poi that it considered engaging employment lawyer, Shelley Kopu, as an independent external investigator. Ms Poi confirmed the following day that she wanted to move forward with a formal investigation by Ms Kopu and appreciated that NZME had actively sought a wahine Māori to conduct the investigation.

[36] The terms of reference for the investigation were agreed upon by all parties on 29 March 2023 which comprised allegations of bullying, discrimination and breach of contract. The terms of reference did not include that Ms Kopu investigate Ms Poi's breach of confidentiality claim because it was considered to be a separate issue that had arisen after her personal grievance was raised. The matter would be investigated internally by NZME.

[37] From 2 April to 16 June 2023, Ms Kopu undertook her investigation which included meeting with Ms Poi on two occasions. The investigation was somewhat delayed by Ms Poi's slowness in responding to Ms Kopu's information requests.

[38] On 12 June 2023, Ms Poi emailed Ms Kopu that she had “extenuating circumstances” regarding the confidentiality breach that implicated more people at NZME namely that Ms Turei did not learn of her personal grievance at the Te Rito steering committee meeting but was given advance notice of it. However, Ms Kopu advised Ms Poi that the scope of her investigation was constrained to what was in the terms of reference and she was referred to Ms Chadha and Mr Brown.

[39] Ms Poi claims that Mr Brown failed to incorporate this concern as part of Ms Kopu’s terms of reference which resulted in a partial investigation that was compromised from the start. When Ms Poi agreed to the terms of reference in late March 2023, she was not aware of Ms Turei’s email of 11 January 2023 to her line manager which indicated that she had foreknowledge of Ms Poi’s personal grievance before it was made.

[40] Given the passage of time since the commencement of Ms Kopu’s investigation in April 2023, Mr Brown advised Ms Poi that her concern of a breach of confidence and a subsequent concern that she had been excluded from Te Rito events, would be the subject of a fact-finding internal investigation.

[41] Ms Kopu’s preliminary report was completed on 3 July 2023 and was sent to Ms Poi and Ms Turei for further comment which was provided. On 19 July 2023, Ms Kopu’s final report was released. Briefly stated, it was found that Ms Turei did not breach the first IEA by keeping Ms Poi at Rotorua against her wishes; Ms Poi was not restricted from experiencing the full Te Rito cadetship as this was largely due to NZME accommodating Ms Poi’s requests to extend her work in Rotorua; Ms Turei had not detrimentally affected Ms Poi’s ability to gain employment with Newshub; an email that Ms Turei sent in response to Ms Poi’s absence from an end-of-year barbecue was direct and somewhat blunt but not unreasonable; and Ms Turei declining Ms Poi’s work from home request while travelling was found not to be unreasonable either.

[42] As for the breach of confidence issue that involved other cadets knowing about Ms Poi’s personal grievance, this was dealt with internally between NZME and Ms Turei. It is appropriate that a non-publication order is made with respect to any information or evidence that relates to how the allegation that Mr Turei shared information relating to Ms Poi’s complaint with one or more cadets was addressed by

NZME with Ms Turei. Such information and evidence cannot be published in the media or in any other written or oral communications relating to these proceedings.

[43] Ms Poi's first 12-month fixed-term contract as a journalist cadet under the Te Rito programme ended on 3 February 2023. She commenced her second fixed-term role as a multimedia journalist at BusinessDesk on 9 February 2023. That employment ended on 9 February 2024 and during this period, Ms Poi and Ms Turei worked in different teams at different offices and were not required to work together.

[44] Towards the end of 2023, Ms Poi applied for the permanent role of markets reporter at BusinessDesk. On 10 January 2024, Duncan Bridgeman, the managing editor of NZME Business News, advised Ms Poi that she was unsuccessful with her application because of a stronger candidate that had more relevant work experience.

[45] Ms Poi considers that the decline of her application for the markets reporter role and her exclusion from Te Rito events which included a pōwhiri in May 2023 to welcome the next intake of cadets and a celebratory dinner in June 2023 when NZME won an INMA award for the Te Rito project, were retaliatory for raising a personal grievance.

[46] By letter dated 18 August 2023, NZME advised Ms Poi of the outcome of the external investigation which was that the allegations she had raised of bullying, discrimination and breach of contract had not been substantiated. NZME further stated that it had undertaken an internal fact-finding process into her other concerns (breach of confidentiality by Ms Turei and not being invited to the INMA dinner). NZME's letter explained that Ms Poi's exclusion from that event was due to an understanding that she no longer wished to be included in any imagery or invitations to Te Rito events. As for the breach of confidentiality, NZME stated that it had addressed the issue with Ms Turei directly.

[47] Ms Poi states that she has suffered financial loss for working at Rotorua from July 2022 to February 2023 while also paying rent for accommodation in Auckland. Ms Poi further says that attempts to resolve this matter were obstructed because she had been redirected to Mr Brown whom she found emotionally stressful to deal with. Finally, Ms Poi says that the breach of confidentiality and her exclusion from Te Rito

events noted above has adversely affected her mana and are serious failures by NZME to uphold its tikanga Māori principles.

What is the relevant law?

[48] Ms Poi has raised a personal grievance of unjustifiable disadvantage by NZME under s 103(1)(b) of the Act. To establish such a grievance, it must be shown that Ms Poi's employment, or one or more conditions of her employment, were affected to her disadvantage by some unjustifiable action by NZME.

[49] Section 114(1) of the Act requires every employee who wish to raise a personal grievance with their employer to do so within the applicable employee notification period (90 days). NZME say that two of Ms Poi's unjustified disadvantage claims (retaliatory action and a breach of tikanga Māori principles) are out of time and it does not consent for either of these claims to be raised now.

Was Ms Poi required by NZME to remain working in Rotorua against her wishes and did Ms Turei say in a Zoom hui that she needed to “earn” her return to Auckland?

[50] Evidence for this is scant. Ms Poi was not able to point to any emailed communication between Ms Turei or anyone else in her Te Rito team that stipulated Ms Poi had to keep working at Rotorua. It is noted that Ms Poi's first IEA explicitly states that the location of employment was in Auckland. While it is clear that this provision was never formally varied, it does not necessarily follow that NZME had kept Ms Poi working in Rotorua against her wishes.

[51] To be clear, NZME did not send Ms Poi to Rotorua. Due to family reasons, she requested Ms Turei if she could work there to tautoko a cousin which in Ms Turei's discretion was approved. There is no indication from any of Ms Poi's emails to Ms Turei that she was not happy working at the RDP. In fact, in an email dated 15 July 2022, Ms Poi advised Ms Turei that she was “loving it down here!” and was being kept busy.

[52] In addition, an email from Ms Turei to Te Rito kaiako/facilitator Ms Rose (see [14] above), shows that Ms Turei was open to Ms Poi coming back to Auckland as there was capacity for her to work in NZME's Business team.

[53] I accept Ms Poi's first year as a Te Rito cadet was truncated due to personal and family reasons. To accommodate and support Ms Poi during a difficult period in her life, Ms Turei made arrangements for Ms Poi to work at Rotorua as requested. That work was with the Rotorua Daily Post where Ms Poi performed well and to her credit was offered permanent employment by Mr Inglis. However, Ms Poi declined his offer citing personal reasons to do with her family. Te Rito placements in 2022 for Ms Poi were rescheduled at her request but by the time she was eventually free to attend in Auckland, it was too late into the year and time had simply run out for her.

[54] The evidence to support the assertion that Ms Turei had said to Ms Poi that she needed to "earn" her return to Auckland is even more scant. Such a statement is inconsistent with Ms Turei's emails of 26 and 28 October 2022 (see [14] and [15] above) in which she stated that Ms Poi could work in Auckland in the Business team if she wished to.

[55] For the reasons given above, I find that Ms Poi was not required by NZME to remain working in Rotorua against her wishes. I further find that Ms Turei did not say in a Zoom hui that Ms Poi needed to "earn" her return to Auckland.

Was Ms Poi's confidentiality breached by NZME as a result of Ms Turei being given advance notice of an incoming personal grievance?

[56] The disadvantage claimed here is that when Ms Poi emailed Ms Luamanu on 23 December 2022 seeking advice on how she could make a formal complaint as a Te Rito cadet, Ms Luamanu had forwarded that email to Ms Turei thereby giving her advance notice of an upcoming complaint. This resulted in Ms Turei emailing her own manager on 11 January 2023, two days before Ms Poi's personal grievance was formally made.

[57] However, Ms Poi's email of 23 December 2022 to Ms Luamanu was not marked with the words private and confidential and although the email was also sent to Ms Rose and Ms Camerson but not Ms Turei, there was nothing in the email that put Ms

Luamanu or her other colleagues on notice that the communication was private and confidential. In my view, having included others into the email, it would not have been obvious to Ms Luamanu that Ms Poi wished it to remain between them and go no further. This is consistent with the evidence Ms Luamanu gave at the investigation meeting when questioned about the email which she denied was private and confidential.

[58] In any case, the 23 December 2022 email contains no details of what the personal grievance might be about. When it was forwarded to Ms Turei by Ms Luamanu as her manager, Ms Turei was none the wiser and could only speculate as to what Ms Poi's complaint about her might be about. This is clear from Ms Turei's email to her own manager and to Mr Brown as head of HR on 11 January 2023 before going on leave. In that email, Ms Turei had underestimated the extent of Ms Poi's personal grievance against her which went well beyond the end-of-year barbecue incident and the refusal of her request to work remotely.

[59] Ms Turei's manager's response to her 'heads up' email was that it was "hardly a PG" in his honest opinion. Ms Poi says that Mr Brown and the manager's responses indicate that they had both pre-judged her personal grievance. I disagree. The difficulty with that proposition is that there was no personal grievance at that time as one was not formally raised until two days later on 13 January 2023. To say that the grievance was pre-judged is to ignore this fact and that an external investigator had been appointed to investigate. Moreover, the decision makers were not Mr Brown or Ms Turei's manager, neither of whom were involved in making the final decision.

[60] For the reasons given, I find no breach of confidence by Ms Luamanu who was justified in forwarding Ms Poi's email of 23 December 2022 to her manager Ms Turei as there was no reference to privacy or confidentiality. Neither has it been established that this action disadvantaged Ms Poi's employment because apart from asking for advice about how to make a complaint, the email gave away no details as to what Ms Poi's complaint would be about. Finally, it was fair and reasonable for Ms Turei to let her manager know to expect a complaint about her before she went on leave. However, at that stage no personal grievance was raised leaving Ms Turei to speculate on what the complaint about her might be about.

Was the external investigation limited in its scope?

[61] Ms Poi's primary issue with the external investigation is its terms of reference which remained unchanged when she raised subsequent issues with Ms Kopu. However, as Ms Kopu was bound by the terms of reference for her investigation, she referred Ms Poi to Mr Brown and Ms Chadha. Mr Brown suggested to Ms Poi that her additional concerns of a breach of confidential information and not being invited to Te Rito events be investigated internally.

[62] In addition to these matters was a concern from Ms Poi that she had suffered financial loss during her time at Rotorua as a result of not receiving a financial stipend. Ms Kopu noted this concern in her final investigation report as one that could be handled internally as it was considered relatively straightforward to resolve. I agree.

[63] Not without some reluctance, Ms Poi agreed to Mr Brown's suggestion that the breach of confidentiality concern as well as her concern that she had not been invited to an INMA award event in June 2023, be investigated internally. While Ms Poi wanted it noted that it was her wish for Ms Kopu to pick up her bullying complaint in its entirety, including subsequent events after she made her personal grievance, Mr Brown did undertake a proper investigation of Ms Poi's additional concerns.

[64] With respect to the breach of confidence concern that related to how other Te Rito cadets knew of Ms Poi's personal grievance, Mr Brown spoke to Ms Rameka who Ms Poi had referred in her letter of 8 March 2023 (see above at [34]). Having done so, Mr Brown was led to the individual who shared that information – Ms Turei. NZME addressed that matter with Ms Turei directly which it confirmed with Ms Poi verbally and in writing on 18 August 2023.

[65] Having questioned former Te Rito cadets Ms Rameka and Mr Kawiti-Bishara during the investigation meeting, I accept their evidence that sometime in February 2023, they had been enjoying a social evening in town with Ms Turei. By chance the group encountered Ms Poi and someone suggested that she join them for drinks, which Ms Turei declined. It would not have been too difficult for Ms Rameka and Mr Kawiti-Bishara, two journalist cadets, to infer from that brief interaction that there was some raruraru/trouble between Ms Poi and Ms Turei.

[66] To be clear, when NZME addressed the matter with Ms Turei, there was no finding of misconduct or serious misconduct made against her. NZME's internal investigation with Ms Turei was completed promptly and Ms Poi was not disadvantaged by inordinate delay. Given the privacy obligations that apply to NZME towards Ms Turei as an employee, it would not have been appropriate for it to share with Ms Poi how it went about addressing her breach of confidentiality concern with Ms Turei.

[67] As for Ms Poi's concern that she was not invited to a pōwhiri in May 2023 to welcome the next cohort of Te Rito cadets and to an INMA awards dinner in June 2023, I find no evidence of retaliation as alleged by Ms Poi. I accept that Ms Poi would have liked to support the next intake of cadets at the pōwhiri which is laudable. However, given Ms Turei's position as Te Rito programme manager and Ms Kopu's ongoing investigation at the time, it is understandable that Ms Turei would be reticent about being at the same event with Ms Poi.

[68] With respect to the INMA awards dinner, it may be that Ms Poi expected an invitation from Ms Luamanu as Te Rito manager. Even so, Ms Poi was forwarded an invitation to the event by another Te Rito cadet and could have gone to the dinner but for reasons not known chose not to. There is no evidence that she would not have been welcomed at the dinner had she gone although Ms Turei may not have attended if that were the case.

[69] Mr Brown did investigate these concerns and spoke with Ms Luamanu about the INMA issue. She explained that she did not send an invitation to Ms Poi herself because she believed that Ms Poi did not wish to be included in Te Rito events having previously requested in an email dated 15 March 2023 that she wanted to be pulled out from any content that advertised the programme.

[70] Ms Luamanu's explanation for not inviting Ms Poi is plausible. This was an honest mistake on her part and not evidence of any retaliatory conduct in my view. The explanation was conveyed to Ms Poi by NZME both verbally and in writing on 18 August 2023.

[71] Ms Poi has expressed concern with Mr Brown's involvement throughout Ms Kopu's investigation. However, as head of HR, it was appropriate that he was involved and while it was he who suggested to Ms Poi that she not attend the pōwhiri in May 2023, I find that there was a good reason for him to take that approach.

[72] I find no evidence of improper conduct by Mr Brown who I find assisted Ms Poi fairly and reasonably which included giving her paid time off from work to provide further details to clarify her personal grievance and finding a suitable Māori female employment specialist in the form of Ms Kopu to undertake the investigation.

[73] I find no disadvantage with the scope of Ms Kopu's investigation or with NZME's subsequent fact finding internal investigation. The way that both were undertaken did not unjustifiably disadvantage Ms Poi with her employment.

Was there retaliatory action by NZME as a result of Ms Poi's raising of a personal grievance and did she raise this particular grievance in time?

[74] While NZME maintain that Ms Poi's alleged retaliatory claims were not raised in time, it has nevertheless engaged with it indirectly during the course of its internal investigation. By so doing, it has impliedly consented to this grievance being raised out of time. Even so, for the reasons given above, I do not find that Ms Poi's concern about not being invited to the pōwhiri or to the INMA award dinner gives rise to an unjustified disadvantage.

[75] Ms Poi was not successful in her application for a new permanent role as a markets reporter with BusinessDesk with the role going to someone else with more experience. Managing editor of Business news, Duncan Bridgeman, gave evidence at the investigation meeting. The working relationship between Mr Bridgeman and Ms Poi was nothing other than professional and to offer her a chance of ongoing employment once her fixed-term contract ended, he encouraged her to apply for the markets reporter position.

[76] I accept Mr Bridgeman's evidence that he had no knowledge of Ms Poi's personal grievance at the time he declined her application for the role. That decision was based on years of relevant work experience of which the successful candidate had more than Ms Poi. While a fellow Te Rito candidate was offered employment, that was

for a different business role with the NZ Herald in which that individual was previously working and not BusinessDesk.

Is Ms Poi owed any financial stipend by NZME?

[77] It was not until the investigation meeting that Ms Poi provided the financial information that NZME had sought from her since August 2023. That being said, Ms Poi seeks some \$12,000 from NZME and has provided her unredacted bank statements for the relevant period and a letter of support from her former head tenant in Auckland to whom she paid rent while working in Rotorua. Given the sensitive and personal financial information contained in Ms Poi's bank statements, it is appropriate that a permanent non-publication order is made concerning this material.

[78] While payment of the financial stipend is discretionary and is not a term or condition of Ms Poi's first IEA with NZME, I am satisfied that at the relevant time, she was paying rent at two locations. Notwithstanding her delay in providing relevant financial information, the expectation was that once it was provided, payment of the financial stipend would then be made.

[79] In determining the quantum of that payment, I have taken into account what was actually paid by Ms Poi for renting accommodation in Auckland so that she is simply compensated for what she has paid in accommodation costs. NZME has offered to pay Ms Poi \$3,595.50 (gross) on an *ex gratia* basis. The payment takes into consideration a payment of \$1,360 that was made to her in October 2022.

[80] Given the discretionary nature of the financial stipend and the effect of Ms Poi's own delay in providing NZME with the requested information, I decline to award interest. For the reasons given above, NZME is ordered to pay \$3,595.50 to Ms Poi no later than Friday 30 January 2026.

Has there been a breach of tikanga Maori principles to the detriment of Ms Poi's employment?

[81] In Mr Brown's witness statement to the Authority, he attests that NZME has not expressly incorporated tikanga Maori principles into its employment agreements. Even so, the Te Rito programme was developed using a Kaupapa Māori design which is apparent from the Te Rito position description. However, for the reasons given already,

I am satisfied that the way NZME went about resolving Ms Poi's personal grievance did not breach tikanga principles. This is evident from Ms Turei's decision to accommodate Ms Poi's requests to stay in Rotorua and Mr Brown's decision to engage Ms Kopu to conduct the external investigation, a decision that Ms Poi endorsed.

Conclusion

[82] For the reasons given above, Ms Poi has succeeded in her claim for a financial stipend but not to the extent that she has sought. As for her claims of unjustified disadvantage, based on the facts as found, Ms Poi has not succeeded with these claims which must be declined.

Costs

[83] Costs are reserved. The parties should resolve costs between them if possible. If they are not able to do so and wish to be heard on this matter further, NZME may file its written costs submissions 21 calendar days following the date of this determination. Ms Poi's reply submissions may be filed 14 calendar days from after the date of filing.

[84] The parties could expect the Authority to determine costs, if asked to do so, on its usual notional daily rate unless particular circumstances or factors required an upward or downward adjustment of that tariff.¹

Peter Fuiava
Member of the Employment Relations Authority

¹ See www.era.govt.nz/determinations/awarding-costs-remedies.