

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**[2013] NZERA Auckland 266
5404647**

BETWEEN KAY PRIDMORE
 Applicant

AND GO BUS TRANSPORT LIMITED
 Respondent

Member of Authority: Eleanor Robinson

Representatives: Rachel Rolston & Graham McKinstry for Applicant
 Jaime Bright, Counsel for Respondent

Investigation Meeting: 13 June 2013 at Tauranga

Submissions received: 13 June 2013 from Applicant and from Respondent

Determination: 24 June 2013

DETERMINATION OF THE AUTHORITY ON A PRELIMINARY ISSUE

Employment Relationship Problem

[1] The Applicant, Ms Kay Pridmore, was issued with a written warning by the Respondent, Go Bus Transport Limited (Go Bus), on 30 October 2012 following an incident and events on 10 October 2012.

[2] Ms Pridmore claims that she was unjustifiably disadvantaged in her employment with Go Bus by the written warning, and further claims that she was unjustifiably disadvantaged by Go Bus's refusal to investigate a complaint she had made against her supervisor, Mr Paul Devoy.

[3] Go Bus denies that Ms Pridmore was unjustifiably disadvantaged in her employment by the issuing of a written warning on 30 October 2012, or that it failed to investigate the complaint in respect of Mr Devoy, or that Ms Pridmore was thereby unjustifiably disadvantaged in her employment.

Issues

[4] The issues for determination are whether Ms Pridmore was unjustifiably disadvantaged:

- By the decision to issue her with a written warning on 30 October 2012.
- As a result of the complaint she had raised against her supervisor, Mr Devoy.

Background Facts

[5] Go Bus is a passenger transport provider operating in the Central North Island and offering charter bus, school bus, and urban bus services. Ms Pridmore is employed at the Go Bus Tauranga Depot as an urban bus services driver, which position she has occupied since February 2010.

[6] Ms Pridmore had signed an individual employment agreement on 4 April 2012 (the Employment Agreement) which stated at clause 4 entitled ‘Responsibilities’:

4.1 The Employee will at all times act in good faith discharge the duties as efficiently and effectively as possible and make every effort to maintain and promote the goodwill and reputation of the Employer.

4.2 The Employer may introduce and amend workplace policies. All such policies form part of this Agreement and the Employee’s employment conditions. All copies of Company policies are available at the office.

4.3 It is the responsibility of the Employee to be up to date, read, understand and comply with all Company policies of the Employer.

[7] The Go Bus policies are contained within the Go Bus Code of Conduct which lists as misconduct: “*Failure to comply with the Code of Conduct Policy by way of failure to perform duties through careless, indolent or negligent behaviour*”. Included as serious misconduct in

the Code of Conduct is: “*Failure to comply with the Code of Conduct policy by way of the use of abusive, obscene language to another person whilst in the workplace*”.

Events 10 October 2012

[8] On 10 October 2012 Ms Pridmore said she had been driving since 6.40 a.m. with a break of 45 minutes at 10.20 a.m. During the second period of driving which commenced at 11.15 a.m., Ms Pridmore said a boy had boarded the bus and had offered a \$20.00 note to pay for his \$1.80 fare.

[9] Ms Pridmore stated that she had said to the boy: “*No, I can’t do it, you’ll need to get change*”, and he had turned and left the bus. Ms Pridmore said she had called after the boy to ask what he intended to do, however he had not responded and had continued to walk away from the bus.

[10] Ms Pridmore said she had continued to load passengers on to the bus and as the boy had not returned by the timetabled departure time, she had left the stop and continued on the route into the city centre.

[11] Mr Devoy explained that he had been one of three supervisors on duty on 10 October 2012 when a complaint had been received from Mr Barry Reid, Chief Transport Planner with the Bay of Plenty Regional Council.

[12] Mr Devoy said his role as Supervisor entailed him organising and supervising the daily running of the urban and school bus routes in Tauranga, Whakatane and Katikati, and in addition he also managed the ‘Job Tracker’ system which is a system which deals with complaints that come through the call centre.

[13] Mr Devoy said that Mr Reid explained about a complaint which had been received from a member of the public, Mr Wayne Brill, the father of one of the boys who had been travelling with the boy who had presented a \$20.00 note for his fare that morning.

[14] Mr Devoy said Mr Reid had told him that the complaint as lodged by Mr Brill had been that four boys had boarded the bus together at Bayfair to ride into the city, three had purchased tickets, and the fourth had offered a \$20.00 note which the driver had refused to take, and had told the boy to go and get change. The boy had then left the bus, which had subsequently driven away without him.

[15] Mr Devoy said Mr Reid had advised him that the bus concerned was the route 33 bus which had left Bayfair at approximately 12.17 p.m. From this information Mr Devoy said he

had identified Ms Pridmore as the driver, and he had contacted her by the Radio Transmitter and asked her to advise when she would be free to take a telephone call from him

First Telephone Call

[16] A few minutes later Mr Devoy said Ms Pridmore had advised him over the Radio Transmitter that she was free to take a telephone call, and he had called her. Mr Devoy said Ms Pridmore had told him that the boy had offered a \$20.00 note for his fare and she had told him “*to go and get change*” as giving him the change would have left her short of change; the boy had then left the bus, and thereafter she had left to travel to the city.

[17] Mr Devoy said he had told Ms Pridmore that it was her responsibility to take the passenger and that he was entitled to offer a \$20.00. Mr Devoy said, and Ms Pridmore confirmed, that she had said “*Well that is a big cross against me then*” and the conversation had ended.

[18] Ms Pridmore said she had continued driving, but that she had felt furious that she was being blamed for the boy not being given passage to the city, and she had requested a telephone call from Mr Devoy over the Radio Transmitter.

[19] One of the two other supervisors on duty with Mr Devoy, Mr Stephen Thorpe, said he had been aware of the complaint about the boy with the \$20.00 note, and when he had overheard the request for a telephone call from Ms Pridmore and he had said to Mr Devoy: “*Here goes*” as he knew Ms Pridmore had a volatile temper.

Second Telephone Call

[20] Mr Devoy said that he had telephoned Ms Pridmore immediately and she had started to swear and had become abusive, saying to him: “*I am not a f..... banker, if I wanted to give out change, I would work in a f..... bank.*” Mr Devoy said he had told Ms Pridmore that she had been totally in the wrong and the conversation had ended.

[21] Mr Devoy said he had held the telephone away from his ear whilst Ms Pridmore was yelling so that Mr Thorpe, and Mr Ken Murphy, the third supervisor, could hear what she had been saying to him.

[22] Mr Devoy said he had been quite shocked at Ms Pridmore’s response on the second telephone call, which he had believed to be totally unnecessary.

[23] Mr Murphy said that he had observed that Mr Devoy had seemed shocked and that he had recoiled from the telephone earpiece. Mr Murphy said that following the second telephone conversation between Ms Pridmore and Mr Devoy, he had explained to Mr Devoy

that he had heard what Ms Pridmore had said to him, and that if he would write a report on the incident, he would confirm what he had heard.

[24] Mr Murphy and Mr Thorpe both said that they had clearly overheard what Ms Pridmore had said during the second telephone call, and confirmed the account given by Mr Devoy. Both Mr Murphy and Mr Thorpe said that they had been appalled by the language Ms Pridmore had used to Mr Devoy, especially as he was a supervisor.

[25] Ms Pridmore said that during the second telephone call with Mr Pridmore she had told him 'she would not own the problem', and that the situation with the boy had not been her responsibility. Ms Pridmore said she had not used the language alleged by Mr Devoy, but that she had used the words "bloody" and "bullshit".

[26] Mr Devoy said that following the second telephone conversation with Ms Pridmore, he had telephoned Mr Reid and explained that he would talk to Mr Brill. After he had finished his telephone call to Mr Brill, Mr Devoy said he had typed up his discussions with Mr Brill, Mr Reid and Ms Pridmore, and had provided this report to Mr Ashley Burton, Operations Manager for Go Bus, on the following day.

[27] Mr Devoy said that after providing his written report to Mr Burton on 11 October 2012 he had had no further involvement and did not take any part in the subsequent disciplinary process.

Disciplinary Process

[28] Mr Burton said that on 10 October 2012 he had been advised of the complaint by Mr Brill which involved Ms Pridmore, and of a second complaint from Mr Devoy that Ms Pridmore had sworn at him following his attempt to question her about the complaint. Mr Burton said that Mr Devoy's report had noted Ms Pridmore as stating that "I am not a f..... banker, if I wanted to give out change, I would work in a f..... bank."

[29] On 11 October 2012 Mr Burton said he had written to Ms Pridmore and requested that she attend a disciplinary meeting on 17 October 2012 to respond to two allegations of serious misconduct, these being:

- *Failure to comply with the Code of Conduct Policy by way of failure to perform duties through careless, indolent or negligent behaviour.*
- *Failure to comply with the Code of Conduct policy by way of the use of abusive, obscene language to another person whilst in the workplace*

[30] The letter had set out the details of the misconduct, being the incident involving the boy who offered the \$20.00 note in respect of his fare, and whom Ms Pridmore had asked to go and get change from somewhere else on 10 October 2012, and the subsequent second telephone call with Mr Devoy.

[31] The letter advised Ms Pridmore that, if the allegations were substantiated, the most serious disciplinary action that could be taken against her would be termination of her employment, and it concluded by inviting Ms Pridmore to have a support person or representative at the meeting.

[32] On 23 October 2012 Mr Burton said he had received a letter from Ms Rolston. Ms Pridmore's representative, which provided a written response to the allegations concerning Ms Pridmore, and which confirmed the facts of the incident as set out in the letter from him to Ms Pridmore on 11 October 2012.

[33] Mr Burton said that in a further letter from Ms Rolston on behalf of Ms Pridmore also dated 23 October 2012, Ms Rolston had asked for further information, including the contact details for the relevant witnesses.

[34] On 25 October 2012 Mr Burton said he had interviewed Mr Murphy and Mr Thorpe separately and both had confirmed what they had heard Ms Pridmore say to Mr Devoy. Mr Burton said he had asked them to read Mr Devoy's report and to sign as witnesses alongside the part of the report regarding the request for a telephone call and the language which had been used during the second telephone call, and they had done so.

[35] Mr Burton said that in a response letter to Ms Rolston dated 25 October 2012 he had advised that in his view there had been sufficient information in the written complaint received from the call centre that recorded the discussion with Mr Brill.

[36] Mr Burton said he had also advised that since Mr Pridmore had already confirmed the incident, verbally to Mr Devoy, and then in her written response, there did not appear to be any dispute of the facts.

[37] Mr Burton said he had responded to comments Ms Rolston had made in the letter dated 23 October 2012 which responses included:

- a. The ticket machine transaction listing had identified that several other cash paying passengers had boarded the bus at Bayfair;

- b. Ms Pridmore had been on duty for several hours by the time the boy had boarded the bus and Go Bus records showed that she had transacted over \$200.00;
- c. Ms Pridmore had not long come off her break by the time the boy had boarded the bus when she would have had an opportunity to top up change if she had been running low;
- d. When taking all these points into consideration, there should have been sufficient change for her to process the \$20.00 note;
- e. Go Bus was of the opinion that a reasonable employer could expect a reasonable employee in Ms Pridmore's position to process a \$20.00 by either providing a ticket and change or at the very least, not preventing passage and conducting the passenger in a customer friendly way without causing distress;
- f. The conversation between Ms Pridmore and Mr Devoy had been witnessed by Mr Murphy and Mr Thorpe who signed Mr Devoy's statement in confirmation of his recollection;
- g. Go Bus concluded Ms Pridmore had failed to comply with the Code of Conduct Policy by the use of abusive language to another person whilst in the workplace;
- h. Ms Pridmore's written responses had not persuaded Go Bus that her behaviour was reasonable or that there were extenuating circumstances supporting her behaviour; and
- i. Ms Pridmore's behaviour continued to be viewed as not complying with Go Bus policy or expected behaviours.

Disciplinary Meeting 30 October 2012

[38] Following a request by Ms Rolston the meeting was rescheduled to 25 October 2012 and following a further request from Ms Rolston for rescheduling, eventually took place on 30 October 2012.

[39] The disciplinary meeting held on 30 October 2012 had been attended by Mr Burton, Mr Darryl Bellamy, Go Bus Operations Director, Ms Pridmore, and Ms Rolston and Ms Lynne Allison as Ms Pridmore's support representatives.

[40] Ms Pridmore said that at the meeting on 30 October 2012 she had been asked if she had any comments to make in addition to her written responses to the allegations, however she had not provided any further comment.

[41] Mr Burton said he and Mr Bellamy had briefly adjourned the meeting to discuss the verbal and written responses to the allegations. Following the adjournment, Mr Burton said the meeting had been reconvened and Ms Pridmore had been advised of Go Bus's decision, which had been to issue her with a written warning.

[42] Mr Burton said he had explained that nothing had been presented during the meeting to provide Go Bus with any reason to vary from its position as stated in his letter dated 25 October 2012.

[43] Mr Burton said it had been decided to issue one combined warning in respect of the two allegations rather than two separate warnings.

Complaint in respect of Mr Devoy

[44] Mr Devoy said that he considered the issues relating to the complaint and Ms Pridmore had been unnecessarily escalating and he had decided to have an unofficial conversation with Mr Graham.

[45] Mr Devoy said he had spoken to Mr Bruce Graham, at that time a driver and the union delegate at Go Bus. Mr Devoy said that he could not recall the specific date when the conversation with Mr Graham had taken place but that it predated 26 October 2012.

[46] Mr Devoy said he had spoken to Mr Graham on an 'off the record' unofficial basis, and advised that in his opinion all that would happen during the disciplinary process involving Ms Pridmore was that Mr Burton would discuss the complaints and that the outcome would be no worse than a warning.

[47] Mr Devoy said that Mr Graham had advised him that he had provided the same advice to Ms Pridmore; however she had not accepted his advice.

[48] Mr Graham confirmed Mr Devoy's recollection of their conversation and said he had believed Mr Devoy's intention in having the conversation with him to have been trying to be helpful in the situation. Mr Graham also stated that he had understood Mr Devoy to be providing only his own opinion and that he had not regarded the discussion as containing any threat.

[49] On 26 October 2012 Mr Burton said he had received a letter from Ms Rolston lodging a complaint against Mr Devoy on the basis that he had threatened Ms Pridmore indirectly through her support person, Mr Graham.

[50] On receipt of this complaint Mr Burton said he had interviewed Mr Devoy about the discussion he had had with Mr Graham. Mr Burton said he had been satisfied with Mr Devoy's responses and had responded to the complaint in writing on 30 October 2012. In the response letter, Mr Burton confirmed that Mr Devoy did not have the ability to influence any part of the process or outcomes.

Determination

[51] Ms Pridmore is claiming unjustifiable disadvantage. Section 103 (1)(b) of the Act is applicable to disadvantage grievances and 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;

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

- a. An action
- b. The action was unjustifiable
- c. The action affected the employee's terms and conditions of employment, and this was to the employee's disadvantage.

Was Ms Pridmore unjustifiably disadvantaged by the decision to issue her with a written warning on 30 October 2012?

An action

[53] Ms Pridmore is claiming that the written warning issued to her by Go Bus on 30 October 2012 constituted an unjustifiable action. A written warning can constitute an unjustifiable disadvantage if it had been an unjustifiable action.

The action was unjustifiable

[54] The Test of Justification as set out in s 103A of the Employment Relations Act 2000 (the Act) addresses the question of whether or not an action was justifiable or is unjustifiable and 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.*

[55] The decision must be both substantively and procedurally fair. The test as set out in s103A requires the employer to establish both limbs of the test and adheres to the principles of natural justice.

[56] The written warning was issued as a result of findings that Ms Pridmore had failed to comply with the Go Bus Code of Conduct by way of :

- a. failure to perform duties through careless, indolent or negligent behaviour
- b. the use of abusive, obscene language to another person whilst in the workplace.

[57] The first of these findings constituted misconduct under the Go Bus Code of Conduct, the second constituted serious misconduct.

a. careless, indolent or negligent behaviour

[58] Ms Pridmore had confirmed the fact that she had told the boy who had proffered a \$20.00 note for his fare that she could not change it and he would need to get change, as a result of which the boy had left the bus. Further that she had departed the bus stop without him.

[59] Go Bus had carried out an investigation based on the ticket machine calculations, and having also taken into account the fact that Ms Pridmore had been issued with a \$60.00 float at the beginning of the day on 10 October 2012, had reached the conclusion that Ms Pridmore would have had sufficient change to change the \$20,00 note.

[60] Mr Burton gave evidence that Go Bus's expectation, in a situation in which a driver had no change available for a proffered note, was that the driver would not prevent passage, but would conduct the passenger in a customer friendly fashion without causing distress to the passenger.

[61] Ms Pridmore gave evidence to the effect that in similar situations in which she had been unable to provide sufficient change to a passenger, she had "*entered into a contract*" with them whereby she had been able to provide passage and change at a later stage in the journey.

[62] Ms Pridmore said that on 10 October 2012 she had called after the boy who had proffered the \$20.00 note, however he had not responded and she had been thereby deprived of the opportunity to enter into a 'contract' with him.

[63] However I regard as significant the fact that this 'offer of a contract' had occurred after Ms Pridmore had made it clear to the boy that he would need to get change, and after he had left the bus.

[64] Ms Pridmore also said that she had feared disciplinary action if she had given the boy free passage; however Mr Graham gave evidence that Mr Burton had issued clear instructions to the drivers that all children were to be given passage on a bus despite a lack of the appropriate fare.

[65] I find that Go Bus's decision that Ms Pridmore had committed an act of misconduct in respect of the first allegation to have been a decision a fair and reasonable employer could have reached in all the circumstances at the time the action occurred.

[66] I further find that Go Bus carried out a full and fair investigation into this area of concern about Ms Pridmore's behaviour: Ms Pridmore had been advised of the allegations against her, she had been provided with relevant information including ticket machine transactions for 10 October 2012 and the copy of the complaint received from the call centre, she had representation at the disciplinary meeting on 30 October 2012, and she had been provided with the opportunity to provide an explanation.

b. *Use of abusive, obscene language to another person whilst in the workplace.*

[67] Ms Pridmore denied that she had used the language as stated by Mr Devoy in his report on the incident on 10 October 2012, however both Mr Murphy and Mr Thorpe confirmed Mr Devoy's evidence on this matter. In this situation I consider it that it was reasonable of Go Bus to accept that Ms Pridmore had used the language about which Mr Devoy had complained

[68] In *NZ Baking Trades Employees IUOW v French Bakery Ltd*¹, a case which was concerned with bad language as a grounds for dismissal, the then Chief Judge Goddard stated:

...the use of coarse language can be provocative and insulting and in such circumstances, more particularly if addressed to superior, can constitute grounds for disciplinary action, including dismissal. But there must be evidence of more than the mere use of unparliamentary language. The context, including the tone of voice and demeanour, must be supplied by the evidence before any conclusion can be reached as to the quality of the conduct involved.

[69] Ms Pridmore not only used the coarse language but it was accompanied by yelling which had caused Mr Devoy to recoil from the telephone and which, as confirmed by Mr Murphy's evidence, had shocked him.

[70] Ms Pridmore also confirmed that she had been very angry and aggrieved when she had made the call which substantiates the evidence provided by Mr Devoy, Mr Murphy and Mr Thorpe. The language used and tone in which it had been delivered had been directed at Mr Devoy, Ms Pridmore's Supervisor, who had been carrying out his duty of investigating a customer complaint. These factors make the behaviour more serious in nature.

[71] Ms Pridmore claimed that coarse language was widely used in Go Bus. The Respondent witnesses disputed this, stating that whilst it may occasionally be used in social interactions, its usage was never acceptable within a formal context. Mr Murphy and Mr Thorpe stated that they had been shocked at such language being used towards a Supervisor, and certainly Mr Devoy himself had been shocked.

[72] In *Dodd v D E & L M Spence Limited*² a case which concerned a summary dismissal, the Employment Court addressed the usage of coarse language within a similar context to that pertaining to the Go Bus situation, observing:³

...What occurred here was not merely the use of foul language, which unfortunately is becoming more and more part of the every day speech of some persons, but insulting, provocative and insubordinate conduct to Ms Dodd's manager, accompanied by language which shocked Mr Prestland and made the other staff in the delicatessen uncomfortable. ... This was language addressed to a superior conducting an enquiry

¹ [1001] 1 ERNZ 409

² (CC11/02)

³ *Dodd* at para [22]

... it was not offensive language used between staff on an equal footing

...

[73] I find that Go Bus had substantive justification for thinking that the Code of Conduct had been breached in respect of the use of abusive, obscene language to another person in the workplace.

[74] I further find that Go Bus carried out a full and fair investigation into this allegation about Ms Pridmore's behaviour: Ms Pridmore was advised of the allegations against her, she had been provided with relevant information including a copy of Mr Devoy's statement which had been witnessed and signed by Mr Murphy and Mr Thorpe, she had representation at the disciplinary meeting on 30 October 2012, and she had been provided with the opportunity to provide an explanation.

[75] In these circumstances I determine that the decision to issue Ms Pridmore with a written warning in respect of the allegations had not constituted an unjustifiable action.

The action affected Ms Pridmore's terms and conditions to her disadvantage

[76] Whilst a written warning affected Ms Pridmore's terms and conditions to her disadvantage, I have not found the written warning to be an unjustifiable action.

[77] I determine that Ms Pridmore was not unjustifiably disadvantaged by the decision to issue her with a written warning on 30 October 2012.

Was Ms Pridmore unjustifiably disadvantaged as a result of the refusal by Go Bus to investigate a complaint she had raised against her supervisor, Mr Devoy?

[78] Following receipt of the complaint about Mr Devoy from Ms Rolston, Mr Burton said he had interviewed Mr Devoy about the discussion he had had with Mr Graham, and had been satisfied with his response.

[79] Accordingly Mr Burton had responded to the complaint by letter dated 30 October 2012 stating:

No part of that discussion has been ... taken into account, or influenced any action or outcome or [was] taken into consideration in any way by the company. The company was unaware the conversation had taken place and was unaware of the content of the conversation.

[80] I find that Mr Burton had not refused to investigate the complaint against Mr Devoy.

[81] Mr Burton had responded to the complaint by letter dated 30 October 2012 in which he pointed out that neither Mr Devoy, nor Mr Graham, had the ability to influence any part of the disciplinary process.

[82] Mr Devoy said he had not been involved in the disciplinary process relating to Ms Pridmore after the filing of his report on the incident on 10 October 2012 on 11 October 2012, and there has been no evidence raised which disputes this statement.

[83] Mr Devoy said that the view he had expressed to Mr Graham that the likely outcome of the disciplinary process involving Ms Pridmore would be a warning had been his opinion only and not based on any information relating to the disciplinary process. The evidence of Mr Graham I find to confirm that of Mr Devoy on this point, and further to clarify that there had been no threat made by Mr Devoy.

[84] Mr Devoy had not attended the disciplinary meeting on 30 October 2012 and Mr Burton stated that the outcome decision had been made jointly by him and Mr Bellamy without any input from Mr Devoy. Again I find no evidence that this was not the case.

[85] Having found that the opinion provided by Mr Devoy to Mr Graham was his own personal opinion, and that Mr Devoy had no further involvement in the outcome of the complaint against Ms Pridmore after the filing of his report on 11 October 2012, I find no evidence of pre-determination in the decision to issue Ms Pridmore with a written warning.

[86] Accordingly I determine that Ms Pridmore had not been unjustifiably disadvantaged as a result of the complaint made against Mr Devoy.

[87] I have determined that Ms Pridmore has not been unjustifiably disadvantaged by Go Bus in respect of either of the issues raised and I am unable to assist her further.

Recommendation

[88] I note that Go Bus does not consider a \$20.00 note to be a large denomination note, and that there is already some informal guidance about the passage of a child or young person without the correct fare. Mr Burton has indicated that Go Bus will be issuing a memorandum with guidelines and options on how a driver may process a \$20.00. I recommend pursuant to s.123 (ca) of the Act that these guidelines are expanded to include options regarding carriage

of passengers not in possession of the correct fare, and are incorporated into the Code of Conduct.

Costs

[89] Costs are reserved. The parties are encouraged to agree costs between themselves. If they are not able to do so, the Respondent may lodge and serve a memorandum as to costs within 28 days of the date of this determination. The Applicant will have 14 days from the date of service to lodge a reply memorandum. No application for costs will be considered outside this time frame without prior leave.

Eleanor Robinson
Member of the Employment Relations Authority