

ATTENTION IS DRAWN TO THE ORDER
PROHIBITING PUBLICATION OF CERTAIN
INFORMATION REFERRED TO IN THIS
DETERMINATION

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2025] NZERA 452
3260379

BETWEEN WRW
Applicant

AND MCCARTHY ENTREPREISES
LIMITED
Respondent

Member of Authority: Philip Cheyne

Representatives: Jenny Beck and James Sawers, counsel for the Applicant
Holly Struckman, counsel for the Respondent

Investigation Meeting: 4 and 5 February 2025 in Dunedin

Further Information and Submissions: 7 and 28 March 2025 and 5 June 2025 from the applicant
20 February 2025 and 21 March 2025 from the respondent

Date of Determination: 28 July 2025

DETERMINATION OF THE AUTHORITY

Non-publication

[1] WRW seeks non-publication of her name and identifying details. The respondent opposes non-publication. I am referred to the recent Employment Court decision, *MW v Spiga Limited*.¹ The full court confirmed that open justice is a fundamental principle. An exception should only be ordered when strictly necessary to serve the ends of justice. There needs to be compelling evidence that specific adverse consequences could reasonably be expected to occur.

¹ *MW v Spiga Limited* [2024] NZEmpC 147.

[2] There is reference in evidence to many significant and private details regarding WRW's health and personal circumstances. WRW's mental health history referred to in evidence and the recent mental health information given to counsel and referred to in submissions together indicate specific adverse consequences could reasonably be expected to occur, without an order. The risk is not sufficiently mitigated solely by not canvassing the private details in this determination.

[3] I am satisfied that it is appropriate to make the order sought. I prohibit the publication of the applicant's name or identifying details. I will refer to her by the randomly generated identifier WRW.

[4] I am also asked to order non-publication of the names of two others, a witness and a support person for WRW. However, there is nothing in the evidence to support an order prohibiting publication of their names.

Employment relationship problem

[5] WRW worked for McCarthy Enterprises Limited (MEL) from October 2021 until her resignation in February 2023.

[6] Later in February, a representative for WRW wrote to MEL's director and shareholder (Mrs Patricia McCarthy) to raise WRW's personal grievances of unjustified disadvantage, discrimination and constructive dismissal. The letter referred to matters set out by WRW in her resignation letter and several additional matters.

[7] MEL through its lawyer replied in March 2023, rejecting the substance of grievances raised within time and declining consent to matters being raised out of time.

[8] In November 2023, WRW applied to the Authority to investigate and determine her grievances. There are three groups of claims.

[9] First, WRW says that MEL did not pay PAYE tax, incorrectly calculated her holiday pay, did not provide meal breaks, did not provide a copy of her employment agreement and her payslips to ACC, ignored return to work requests and failed to investigate her complaint against another employee. These actions are said to amount to unjustified disadvantages.

[10] Secondly, WRW says that she was bullied and harassed by the duty manager, giving rise to an unjustified disadvantage personal grievance.

[11] Finally, WRWs says her employment became untenable because of her foregoing concerns being ignored and the continuation of the duty manager's bullying and harassment. WRW says that she was constructively and unjustifiably dismissed.

[12] To settle these grievances WRW seeks compensation, reimbursement and costs.

[13] MEL says that matters raised within time lack substance and it does not consent to matters being raised out of time, even though they also lack merit.

The Authority's investigation

[14] A large number of documents were provided with the statement of problem and the statement in reply. Together with additional material, these documents were compiled into a bundle for the investigation meeting.

[15] Witnesses provided statements or affidavits. By agreement, only some witnesses appeared at the investigation meeting to confirm their evidence and answer questions on oath or affirmation.

[16] Some further information was requested during the investigation meeting and provided later. As agreed, written submissions were also provided by each party.

[17] While preparing this determination, I identified compliance issues concerning WRW's entitlements on several 2022 public holidays, including Easter which had been part of WRW's concerns. Parties were offered an opportunity to comment on those issues, but counsel for MEL was not able to obtain instructions. As explained below, I will reserve any arrears issue for later consideration.

[18] In this determination, I will state relevant factual findings, state and explain relevant legal findings, and express conclusions on issues necessary to conclude the matter and set out any orders.

[19] It is helpful to set out the background context in which the employment relationship problem arose.

Background

[20] MEL and associated companies have owned and operated several liquor outlets in Dunedin and had been a Super Liquor franchisee. Mrs McCarthy has also been involved in the Hospitality Association. MEL has access to industry advice regarding employment and associated obligations arising from the operation of liquor stores.

[21] WRW worked at Super Liquor in Andersons Bay and at Quicker Liquor in George Street.

[22] It is common ground that there was a signed employment agreement when WRW started work. However, MEL could not provide the signed agreement when WRW later requested it. Only a copy of a template agreement was produced in evidence.

[23] WRW started working on 19 October 2021. She obtained and was reimbursed the cost of her Duty Manager Certificates for 2021 and 2022.

[24] At first, WRW worked mostly at the Super Liquor but also at Quicker Liquor. It is not clear whether this was documented in the employment agreement, but messages from November 2021 indicate that WRW was originally agreeable to the arrangement. However, on 29 December 2021 WRW messaged the Quicker Liquor manager to say that she would not work any “extras” there anymore, just “my Wednesdays”.

[25] Soon after, MEL moved WRW permanently to only work at the Andersons Bay Super Liquor. WRW says this happened without notice or a meeting. It followed issues between the Quicker Liquor manager and WRW. It is not necessary to canvass the competing evidence about those difficulties as WRW did not raise a grievance about them or the move from Quicker Liquor at the time. Even if there had been some breach by MEL at the time, it could not be a ground for constructive dismissal given the passage of time.

[26] Rosters indicate the change took effect in the week ending 16 January 2022. In evidence, MEL accepted that this was a permanent change.

[27] WRW accepted the new working arrangement and had a positive relationship with the Super Liquor store manager (Corrina McCarthy, referred to as the manager) at the start.

[28] In 2022, Easter Friday was 15 April and Easter Monday was 18 April. The Super Liquor was closed on Easter Friday and WRW worked on Easter Monday. WRW raised concerns about whether she was paid correctly. The manager and Mrs McCarthy say they checked the payments and told WRW that her pay was correct. WRW says that she repetitively asked for the ‘workings’ but they were never revealed. She says that MEL made deductions from her wages, in breach of the employment agreement. There were messages between WRW and Mrs McCarthy about pay in May 2022. I will return to the point later.

[29] WRW injured her back at work when lifting in about April 2022. WRW did not have any time off work but saw her doctor and a physiotherapist, wore a brace and was advised not to lift crates. However, messages between WRW and her partner show that she continued to do lifting work.

[30] WRW attributed the injury to another employee not filling the chiller often enough. The manager says she spoke to the other employee about that but also told WRW that she did not need to take on everything herself. The other employee confirmed that the manager spoke to him. WRW continued to think that he shirked lifting work. For example, WRW messaged the manager in June 2022, who responded that she was keeping an eye on that. Later messages between WRW and her partner show that she remained convinced that the other employee shirked that work, while she felt she had to do it for the operation of the store.

[31] There is a dispute between WRW and the manager about whether WRW’s raised it as an issue just once or three times. I prefer WRW’s evidence. Contemporaneous messages show it continued to be of concern for WRW and it is likely that she raised it more than once. The unresolved issue contributed to WRW’s growing sense of dissatisfaction with her employer.

[32] In about September 2022, WRW agreed to sell a puppy to the manager. WRW is critical of the manager regarding several aspects of how their arrangement progressed. In her evidence, the manager disputes those criticisms. The dispute between them about the puppy

is outside the Authority's jurisdiction, but it too contributed to WRW's dissatisfaction with her employment. Other than that, I make no findings about the matter.

[33] WRW says that in October 2022 MEL's (in)actions affected her application to her bank to obtain a credit card. WRW's evidence is that MEL did not tell IRD that she was working and did not account to IRD for taxes deducted from her pay. I will return to these points later.

[34] It is not necessary to outline WRW's significant health issues that pre-dated her employment, but she made her manager aware of them at different times. WRW says that in mid-October 2022, a customer reported to her that they had overheard the manager's conversation with someone else about her health issues. WRW did not raise the matter with the manager at the time.

[35] At various times during WRW's time at Super Liquor, the manager expressed her opinions to WRW about diet, lifestyle and approaches to treatment with respect to WRW's health issues. Later in October 2022 WRW told the manager that she was "crossing a boundary" in expressing those views. That message also reflected WRW's growing sense of dissatisfaction with her employer.

[36] In early November 2022, WRW became aware of a vacancy at another MEL outlet. She messaged Mrs McCarthy to express an interest. The following day, Mrs McCarthy advised that an ex-employee had "come back". The ex-employee's evidence is that she was contacted by Mrs McCarthy and offered the role. WRW did not realise at the time that Mrs McCarthy had specifically asked the ex-employee to "come back".

[37] Around the same time, WRW asked for and the manager provided her with a reference. This coincided with private comments by WRW to suggest she was considering leaving her employment because of her sense of dissatisfaction with her employer.

[38] WRW injured her arm at work on 26 November 2022, but she says she kept working until 8 December 2022. Other evidence indicates that WRW worked until 12 December 2022 and was then off on ACC.

[39] On or shortly before 11 December, WRW saw her following week's roster with reduced hours. In a message on 11 December 2022, she asked the manager the reason for the change and was told "to give you a break". WRW asked and the manager agreed to top up her pay with annual leave.

[40] On 12 December 2022, WRW messaged Mrs McCarthy to say that she had been signed off on ACC. She also said it was not safe for her to be working while on pain relief medication, alongside her other medications. WRW was requested to and did stay at work until the manager relieved her a little later that day.

[41] WRW did not return to work. She was certified fully unfit for work from 12 December 2022 until 27 December 2022. On 28 December 2022 she was certified fully unfit from then until 12 February 2023.

[42] Prior to 19 December 2022, MEL had discussed with WRW's occupational therapist an ACC funded work-trial for her, but on reduced hours and limited duties. Apparently other staff had been employed for cover. The second medical certificate overrode that arrangement. On 2 January 2023 MEL said its position was that if WRW returned to work at full capacity it would find her the hours she required across a number of its stores.

[43] From 22 December 2022, WRW attempted to get MEL to provide her payslips or pay information to ACC and also to MSD. MEL requested its keys be returned for other staff to use before it provided the information. WRWs returned the keys in early January 2023.

[44] In late January 2023, WRW contacted Super Liquor Holdings about her issues with MEL. That led her to ask Mrs McCarthy for a copy of the grievance process. Mrs McCarthy said that she was waiting to hear back from Super Liquor Holdings "next week".

[45] WRW gave written notice of her resignation dated 4 February 2023.

[46] By her representative's letter dated 10 February 2023, WRW raised personal grievances.² MEL's solicitor replied on 17 March 2023. A substantive response was provided, but consent to raise grievances out of time was expressly declined.

² Only an undated copy was produced in evidence, but the reply correspondence from MEL's lawyer refers to the letter as dated 10 February 2023.

[47] Actions prior to 13 November 2022 cannot on their own amount to personal grievances now.

Was WRW constructively dismissed?

[48] WRW's 4 February 2023 letter set out her reasons for resigning. It outlines the following matters: not paying her taxes in full; wages and public holiday entitlement issues; lack of rest and meal break entitlements; the manager's comments regarding disabilities; her requesting but not receiving a copy of her employment agreement and timesheets; issues connected to her accident, ACC and whether WRW's position remained open; MEL failing to ensure that the other employee did not shirk work; being harassed about health issues by the manager; not being considered for a manager's role at another location; Mrs McCarthy's phone exchange with her partner; MEL paying for licences for other staff but not for WRW; and the manager sending her home early so she lost income. WRW said that she felt humiliated and discriminated against, so that she had no choice but to resign.

[49] Dismissal can include situations where a breach of duty by the employer causes the employee to resign and where an employer has followed a course of conduct for the deliberate and dominant purpose of coercing a resignation.³ The evidence does not support the latter type. In the former case (breach of duty), it is necessary to consider whether the resignation was caused by the employer's breach of a duty owed to the employee, and if so, whether a substantial risk of resignation was reasonably foreseeable, having regard to the seriousness of the breach.⁴

Wages and public holiday issues

[50] While working at Super Liquor until December 2022, WRW's weekly hours sometimes fell below her minimum contractual hours, but not significantly. There was some

³ *Auckland Shop Employees Union v Woolworths (NZ) Ltd* [1985] ACJ 963 at 967.

⁴ *Auckland Electric Power Board v Auckland Provincial District Local Authorities Officers IUOW Inc* [1994] 1 ERNZ 168 at 172.

flexibility between WRW and the manager in practice regarding working arrangements. Contemporaneous messages between them indicate agreement at the time. WRW cannot rely on those historical defaults to support her claim of constructive dismissal.

[51] MEL did not pay WRW correctly with respect to Easter Friday, Easter Monday and ANZAC Day and did not provide her with all the alternative holidays. There were underpayments and overpayments, across the three pay periods. WRW raised concerns. MEL's evidence is that it checked the payments and explained to WRW that they were correct. However, I prefer WRW's evidence that she never received an explanation. WRW relied on being paid correctly each week to meet her living costs. MEL's failure to pay WRW correctly and to explain its pay errors were breaches of duty owed to WRW. They contributed to WRW's decision in February 2023 to resign.

[52] I reserve for further investigation any arrears issues arising from the foregoing public holidays, together with Otago Anniversary Day.

ACC issues

[53] WRW injured herself at work on 26 November 2022, but kept working at first. The medical certificates of 12 December 2022 and 28 December 2022 covering 12 December 2022 – 12 February 2023 recorded 28 November 2022 as the date of injury, but that was an error. Despite being certified fully unfit, WRW started worked on 12 December 2022 but left soon after. WRW never returned to work.

[54] In a sequence of messages to the manager starting on 28 November 2022, WRW referred to having injured her arm at work over the weekend, getting her shoulder strapped and having seen a physiotherapist. The manager responded by saying that she did not expect WRW to do heavy work meantime. The manager also reduced her rostered hours for the week starting 12 December 2022, justifying that by referring to the injury. Despite these exchanges, MEL later disputed that the injury was a work accident. Messages show that Mrs McCarthy told ACC that on 28 December 2022. WRW was aware that Mrs McCarthy disputed that she had injured herself at work.

[55] WRW was paid weekly by direct credit. MEL paid her the first week's compensation on 20 December 2022. ACC was responsible for later compensation payments, but first needed payslips or similar information for the preceding period from MEL to calculate the amount payable. WRW also had to seek assistance from MSD. They too required payslips or similar. In late December 2022, WRW messaged MEL several times requesting information for ACC. In response, MEL deferred providing information to ACC and would only provide information for MSD once WRW had returned her keys.

[56] MEL's position meant that WRW did not receive a payment from ACC until 5 January 2023. That payment was less than it should have been because ACC had not received the information from MEL. WRW had to get a food grant.

[57] WRW attempted to overcome MEL's failure to provide information by seeking her income information directly from IRD. By 11 January 2023, WRW had been told that IRD only had a record of her PAYE being accounted for up to 4 October 2022. WRW later received an IRD report dated 17 January 2023. It shows that IRD only had a record of WRW's income up to the first pay period in October 2022. It is not apparent on the evidence whether that was because MEL was late filing with IRD, whether there was a lag in IRD processing MEL's information or a combination. I am left to assume that there was no breach of duty owed to WRW in MEL's interactions with IRD. But WRW was not able to use the IRD information to get around MEL's delay in responding to MSD.

[58] On 11 January 2023, ACC told WRW that it had received the payslips from Mrs McCarthy after following up with her that day.

[59] Mrs McCarthy sent the required information to MSD on or shortly after 17 January 2023. In response to the question "Details if the person no longer works for you" Mrs McCarthy wrote "Supposedly hurt her shoulder on the 26th of November 2022".

[60] In these exchanges with WRW and in its dealings with ACC and MSD regarding WRW, MEL was not active and constructive in maintaining a productive employment relationship with her. It was not responsive and communicative. MEL submits that the busy time of the year prevented a quicker response. I do not accept the submission. Negligible

time would have been required for MEL to forward payroll information. Rather, MEL first pressured WRW to return keys, then still took time to provide the necessary information.

[61] Although WRW did not expressly refer to the statutory requirement for an employer to provide access to wages and time records, the law nonetheless required MEL to respond immediately. MEL breached that obligation.

[62] WRW struggled to meet her living costs, because MEL's defaults affected the timing and amount of ACC's payments. That partly caused her resignation.

WRW's employment agreement

[63] WRW attempted to clarify her terms of employment. By 3 January 2023 she had asked MEL to provide her with a copy of the agreement several times, without success. On 3 January 2023, MEL told WRW that the signed agreement had "gone missing" from the premises.

[64] Mrs McCarthy offered to send a template agreement on 3 January 2023, but WRW rebuffed that as she required her original agreement. Eventually Mrs McCarthy sent WRW a template agreement on 1 February 2023.

[65] On 3 January 2023, Mrs McCarthy told WRW that "from memory" the agreement guaranteed at least 20 hours per week. WRW said it was 30 hours per week. Mrs McCarthy did not concede the point at the time. However, it is now accepted by MEL that Schedule A of WRW's agreement guaranteed her at least 30 hours per week.

[66] MEL was obliged to retain a copy of WRW's employment agreement and provide her with a copy as soon as reasonably practicable. It may be that the signed agreement was taken, without fault on MEL's part. However, there was no reasonable basis for Mrs McCarthy to claim the agreement guaranteed 20 hours per week. Equally, MEL failed in its duty to acknowledge WRW's response or to propose some way of resolving the point if it was not agreed.

[67] These breaches partly caused WRW's resignation.

[68] I should note also that WRW did not accept MEL's explanation for her missing agreement, describing it as "convenient". However, the evidence does not cause me to reject the explanation, so MEL's failure to retain and provide the agreement adds nothing to the foregoing breach.

WRW's position - Restructuring of staffing hours

[69] By 30 January 2023, WRW confirmed that she would be fully fit to return to work on 14 February 2023 and asked for the plan for her return. The manager said they would respond by the end of the week or the start of next week. WRW pressed for an answer sooner than that.

[70] On 2 February 2023, Mrs McCarthy told WRW that MEL for "Health and Safety reasons" needed to know what medications she was taking. WRW asked for an explanation.

[71] Mrs McCarthy responded by email on 3 February 2023. She referred to s 30 of the Health and Safety At Work Act 2015. That caused WRW to ask if MEL considered her a "risk", as that provision required MEL to eliminate risks.

[72] In her email, Mrs McCarthy also advised that the structure of staffing hours has had to change due to the "continual lack of uncertainty in staffing numbers" and to keep things fair for the staff we have had to hire to cover extended periods of leave/absence". The Anderson Bay store manager would take up the role of general manager across three stores. MEL had drawn up a roster across three stores. There was reference to "Schedule A" in the "contract", but no mention of the earlier exchange about minimum contractual hours. WRW was asked to provide her feedback on the proposal.

[73] WRW responded the same afternoon to Mrs McCarthy, objecting to the reduced hours and her changed days of work. WRW said there needed to be a discussion about it. MEL did not respond.

[74] WRW resigned on 4 February 2023.

[75] WRW's employment agreement was not produced in evidence, but it probably included a completed "Schedule A" setting days of work, minimum weekly hours and the

place of work. Before the proposed roster, WRW had worked Friday – Tuesday at the Anderson Bay store regularly more than 30 hours per week. What and where WRW worked in practice probably reflected what was in her “Schedule A”. The new roster would have been a substantial change.

[76] MEL did not send a similar email to other staff. I accept WRW’s evidence that she was the only staff member substantially affected by the proposal. If MEL had consulted with other staff, none of that was disclosed to WRW.

[77] WRW produced in evidence a draft resignation letter dated 1 February 2023. MEL submits that WRW intended to resign before receiving Mrs McCarthy’s 3 February 2023 email and roster proposal, so those actions could not have caused WRW’s resignation. However, WRW did not resign until 4 February 2023. It is clear from an email WRW sent to her representative on 3 February 2023 that she regarded the changes outlined in Mrs McCarthy’s email as unlawful. I find that the proposed changes formed part of the reason for WRW’s decision on 4 February 2023 to resign.

[78] WRW considered that the “proposal” was a sham. Objectively, MEL has shown no reasonable commercial basis for what was proposed. I find that there was none. The “uncertainty in staffing numbers” was answered by WRW’s return. There was no reasonable basis to make arrangements to “keep things fair” for employees hired to cover WRW’s absence. An intention to have a general manager across three stores did not affect a business need for WRW to work at the Andersons Bay Super Liquor. The “proposal” breached duties of good faith owed to WRW.

Other matters

[79] There is a dispute in evidence about whether WRW was told that she could put up a sign and close the shop so she would not be interrupted when taking breaks, including comfort stops. Similarly, there is a dispute about an exchange between Mrs McCarthy and WRW’s partner, whether the manager made derogatory comments about some customers and whether the manager spoke to others about WRW’s health issues.

[80] At this point, these matters add little to the constructive dismissal claim, so I put them to one side.

[81] While WRW was correct to think that her concern about the other person shirking work was not properly dealt with, I do not accept it as causative of WRW's injury, or the injury itself was a breach of duty to WRW.

[82] The evidence is that WRW's credit card application was declined after her resignation. Even if there was some duty owed by MEL with respect to such an application, the later refusal did not affect WRW's decision to resign.

[83] WRW came to think that the manager bullied and harassed her. Their working relationship became strained, but the evidence does not establish conduct by the manager that amounted to bullying and harassment.

Summary on constructive dismissal

[84] Taken together, the issues about public holidays, MEL's failure to respond in a timely manner to the payslip requests and its effect on WRW, MEL's failure to confirm WRW's employment provisions and the purported restructuring were serious breaches of obligations owed to WRW.

[85] It created a substantial risk that WRW would resign, especially when Mrs McCarthy knew that WRW had sought assistance from Super Liquor Holdings.

[86] I find that WRW was constructively dismissed by MEL.

[87] MEL's actions and how it acted were not what a fair and reasonable employer could have done in all the circumstances at the time. WRW was unjustifiably dismissed and has a personal grievance.

[88] It is not necessary to separately consider whether any other type of personal grievance arises from any issue taken in isolation.

Remedies

[89] There was limited evidence about steps taken by WRW to find other employment after her resignation. That caused MEL to submit that WRW had not mitigated her loss.

[90] In response, WRW submitted that she had other employment for 6 weeks between mid-February and late March 2023. I take from this that WRW suffered no loss of remuneration in the first period following her resignation. WRW submits that she resigned from the new role for mental health reasons, which she partly attributes to the on-going negative effects caused by events at MEL. From the way the submission is expressed, it appears that unrelated factors were also involved.

[91] However, evidence does not establish that WRW's departure from the new role was caused by her personal grievance against MEL. I find that WRW has shown no proven loss of remuneration attributable to her personal grievance.

[92] There is a claim for compensation of \$35,000.00 for the unjustified dismissal and additional compensation for an unjustified disadvantage personal grievance. I need consider only the first claim, as explained above.

[93] A causal link must be shown between MEL's unlawful actions (the constructive dismissal) and the harm for which compensation is sought. There is a statement that indicates that WRW has suffered significant emotional harm. The statement appears to be by a health professional but is undated, incomplete and unattributed. Significantly, it attributes WRW's symptoms to serious events that predated her employment at MEL and are unrelated to her personal grievance.

[94] What remains is a description by WRW, supported by her partner, of distress and harm that sits within the lower range of harm typically experienced by an employee who has been unjustifiably dismissed.⁵ I fix \$20,000.00 as appropriate compensation.

[95] MEL submits that WRW contributed in a blameworthy manner to the situation giving rise to the grievance. Several matters are advanced.

⁵ *GF v Comptroller of the New Zealand Customs Service* [2023] NZEmpC 101.

[96] WRW was considering resignation based on the situation prior to the restructuring. Not all the matters that caused WRW to consider resignation comprised breaches of duty by MEL. However, WRW resigned after the purported restructuring, so its effect cannot be set aside. I do not accept that WRW was looking for a reason to justify her resignation, or misattributed it to MEL's actions. Her earlier dissatisfaction with MEL was not blameworthy conduct on her part.

[97] MEL says that WRW failed to engage in good faith in the restructuring proposal and did not afford MEL the opportunity to address her concerns. I do not accept these submissions. For good reason, WRW considered the restructuring proposal was targeted at her. MEL created WRW's concerns and had opportunity to answer them.

[98] WRW did not contribute to the situation in any way that warrants a reduction in remedies.

Summary and orders

[99] WRW was constructively dismissed. The dismissal was unjustifiable and WRW has a personal grievance.

[100] To settle WRW's personal grievance, McCarthy Enterprises Limited is to pay her compensation of \$20,000.00 under s 123(1)(c)(i) of the Employment Relations Act 2000, by Monday 25 August 2025.

[101] Any arrears issues regarding 2022 public holidays (Anniversary Day, Easter Friday, Easter Monday and ANZAC Day) are reserved. If matters are not resolved directly between the parties, either of them may request the Authority to arrange a case management conference.

[102] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves.

[103] If the parties are not able to resolve costs, and an Authority determination on costs is needed, the party who believes they are entitled to costs may lodge, and then should serve, a

memorandum within 28 days of the date of this determination. From the date of service of that memorandum the other party will then have 14 days to lodge a reply.

Philip Cheyne
Member of the Employment Relations Authority