

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

AA 411/08  
5119453

BETWEEN RACHAL ZARA WILSON  
Applicant  
AND TAUPO THERAPY CENTRE  
INCORPORATED  
Respondent

Member of Authority: Philip Cheyne  
Representatives: Rachal Wilson in person  
Dafydd Malcolm, Counsel for Respondent  
Investigation Meeting: 22, 23 & 24 July 2008 at Taupo  
Submissions received: 28 November 2008 from the Applicant  
2 December 2008 from the Respondent  
Determination: 4 December 2008

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] Rachal Wilson worked for Taupo Therapy Centre Incorporated (TTC) from October 2007 until she resigned in January 2008. There are three aspects to Ms Wilson's employment relationship problem: that she was not provided with a written employment contract; that TTC met with her to review her employment without first telling her of her right to have a support person with her; and that she was constructively dismissed. The constructive dismissal claim is based on Ms Wilson's view that she was bullied and psychologically abused, had her terms of employment changed and had her privacy breached by her employer.

[2] TCC is an incorporated society. Jacqueline Hill is a founder of TCC and its service manager. Ms Wilson's complaint is mostly about Ms Hill. Indeed the statement of problem named Ms Hill as the respondent but by agreement it is

amended to Taupo Therapy Centre Incorporated being the legal entity that employed Ms Wilson. Suzanne Gwynne is TTC's financial administrator.

[3] Ms Wilson was initially engaged for a two month trial period. TTC says that Ms Wilson's performance was unsatisfactory in various ways and it sought to address its concerns. One thing done by Ms Hill was to contact one of Ms Wilson's previous managers and have a discussion with her about Ms Wilson. There were several meetings with Ms Wilson in November and December 2007. Also in December there developed a disagreement about whether TCC had consented to being a fieldwork placement for Ms Wilson's Massey University counselling qualification. The parties attended mediation in early January 2008 but could not resolve their differences. Later in January 2008 Ms Wilson was away from work on agreed time off related to her Massey University course. During this absence Ms Wilson was offered another job which she had applied for in December. She then resigned from TTC and TTC accepted her resignation.

[4] This dispute has become bitter with Ms Wilson and Ms Hill attacking the other's integrity and truthfulness. Both sides brought general evidence supporting their own or attacking the other's integrity. That approach has not been helpful. In this determination I will focus on the direct evidence of relevant events during the brief employment relationship.

### **Employment agreement**

[5] Ms Wilson applied for the new position of Child Advocate and was interviewed by Ms Hill and several others. Later Ms Hill rang Ms Wilson, offered her the position and then wrote a letter dated 3 September 2007 confirming the telephone discussion and enclosing a written proposal.

[6] The written proposal explains the context of the position, stipulates general terms and policies applicable to TTC and sets out some terms specific to this employment. It also says in two places that the new employee must complete a trial period of two months before an employment agreement will be offered.

[7] Section 65 of the Employment Relations Act 2000 sets out the minimum requirements for an individual employment agreement when no collective agreement applies, as in this case. The agreement must include the parties' names, a description of the work to be performed, an indication of where the employee is to perform the

work, an indication of the times of work, the salary payable and a plain language explanation of dispute resolution services. The agreement must be in writing. It may contain other agreed terms and conditions but cannot contain anything contrary to law or inconsistent with the Employment Relations Act 2000.

[8] The three page document headed *Child Advocate Proposal to Rachal Wilson* meets most of these requirements. However, it does not identify the full name of the legal entity that operates the Taupo Therapy Centre. It sets the total hours of work but not when they are to be performed. In the circumstances of this matter, the informality on these points is immaterial. The document contains no reference to dispute resolution services but that is not material to the present dispute either. Finally, the document is not drafted in the style often seen of employment agreements and much of it is more in the nature of induction information. Again the informality does not invalidate the document as a binding agreement.

[9] Ms Wilson's concern that she did not have a written employment agreement arises particularly from the two clauses in the proposal document that say an employment agreement will be offered at the end of the two month trial period. One can understand why she thought that the proposal document was not itself an employment agreement but that view is mistaken. Similarly one can understand Ms Wilson thinking that the agreed terms in the proposal document did not necessarily carry over beyond the trial period but that view is also mistaken. There is no basis for concluding that the proposal document was deliberately drafted to create the uncertainty and insecurity felt by Ms Wilson. Overall, the informality and drafting of the employment agreement do not constitute any breach of the Employment Relations Act 2000.

[10] What TTC did not do is advise Ms Wilson that she was entitled to seek independent advice about the proposed employment agreement. However I was not asked to impose any penalty on TTC for this breach of section 63A(2) of the Employment Relations Act 2000. I will take the matter no further other than to suggest that TTC should refine its approach to establishing employment agreements to ensure full compliance with its legal obligations.

### **The Massey University placement**

[11] After receiving the proposal document Ms Wilson took it with her to a meeting with Ms Hill and Ms Gwynne on 7 September 2007. There is some conflict about what happened during this meeting.

[12] Ms Wilson was enrolled in a postgraduate Diploma of Counselling course offered by Massey University. One requirement for this qualification is a fieldwork placement providing at least 250 hours of counselling work (about 10 hours per week). Ms Wilson had a form from the University for completion by the fieldwork placement provider. She took this form with her to the 7 September 2007 meeting to discuss whether TTC would agree to a placement alongside her employment. This had already been mentioned by her in the telephone discussion with Ms Hill. Ms Wilson's evidence, which I accept, is that the TTC's acceptance of the placement arrangement was a *bottom line* for her in terms of accepting the proposed employment. Ms Wilson says that Ms Hill was not too keen, but nonetheless ticked the appropriate boxes, signed the form and gave it back to Ms Wilson. Ms Wilson then posted the form to Massey University.

[13] After receiving TTC's statement in reply, Ms Wilson arranged for Massey University to send directly to the Authority the original signed form. It reflects Ms Wilson's evidence. In particular it is signed and dated by Ms Wilson in a black pen and signed by Ms Hill with a blue pen. The relevant boxes are all ticked with a blue pen.

[14] The evidence of Ms Hill and Ms Gwynne contradicts Ms Wilson's evidence about the fieldwork placement agreement. They say that Ms Hill signed the form during the 7 September 2007 meeting but only because Ms Wilson said it was urgent. It was signed expressly subject to further discussion to be had at a later date. They say that Ms Hill did not tick any of the boxes, reflecting the need for this further discussion about the proposed placement. Finally, Ms Gwynne says that she photocopied the signed form while the original was returned to Ms Wilson for her to send to Massey University. The copy made by Ms Gwynne was produced as evidence and, consistent with Ms Hill's and Ms Gwynne's testimony, none of the boxes are ticked. Otherwise the copy appears to be an exact replica of the original document received from Massey University.

[15] The other documentary evidence relating to what happened during the 7 September 2007 meeting did not emerge until the investigation meeting. There are notes by Ms Hill that she insists were all made during the course of the 7 September 2007 meeting. The notes lend support to Ms Hill's and Ms Gwynne's evidence about what was said at the time that Ms Hill signed the form. However, that part of the note is written in an obviously different pen. The tense and context of some of the lighter coloured pen notes also indicate that those parts of the notes were made later in time.

[16] To assist in resolving this conflict I arranged for an expert document examiner to look at the source documents. The expert's report was provided to the parties who took the opportunity to make further submissions. Some submissions made by Ms Wilson did not reflect the evidence given by her during the investigation meeting. I accept counsel's point that I should not treat the submissions as evidence in preference to the sworn testimony provided during the investigation meeting.

[17] The expert confirmed the use of two different pens on Ms Hill's 7 September 2007 notes and noted the squashed aspect of some of the lighter coloured pen writing suggesting that it was added at a later point in time. I conclude that I cannot rely on the notes as a contemporaneous record of the discussions.

[18] I accept the expert's evidence that the copy of the Massey University form adduced by Ms Gwynne contains no indications that the boxes have been altered or amended by eradicating the ticks and the form recopied. I also accept the expert's evidence that the blue ink on the Massey University original form in the signature block shows differences to the blue ink of the ticks and could well be different ink. It is likely that TTC copied the form in the state as finally agreed between Ms Wilson and Ms Hill. If the form had been ticked during the 7 September meeting it is likely that TTC would have made a copy of the ticked form. From this I must conclude that the signed, unticked copy adduced by Ms Gwynne represents what was agreed between Ms Wilson and Ms Hill on 7 September 2007. Given that, it is also likely that the details of the placement were reserved for further discussion and agreement between the two women in due course.

### **The October incident**

[19] As noted, Ms Wilson started work on Monday 8 October 2007. Ms Wilson's evidence which I accept is that the first two weeks mostly involved induction activities and no problems arose.

[20] On 26 October 2007 Ms Wilson was part of an interview with a journalist. Afterwards, Ms Hill took exception to Ms Wilson's behaviour during the interview. There is evidence about the interview from Carole Parker (who was present for most of the exchange), Ms Wilson and Ms Hill. Ms Parker is involved in the Taupo violence intervention network and is essentially a disinterested witness to the events. In her evidence which I accept she describes the exchanges as *friendly banter* and *joking* which was *[not] taken seriously or was of such a nature that it was offensive*. There is no reason to think that the part of the exchange not directly witnessed by Ms Parker was of a different character; nor is there any evidence to suggest that the journalist took any offence. However, TTC viewed the incident in a very different manner. In a letter dated 5 November 2007 Ms Hill characterised Ms Wilson's conduct during the interview as *Teasing, snide remarks and ...abuse*. The letter says that Ms Hill was *shocked* with Ms Wilson's explanation at the time that her behaviour was normal and appropriate. By 5 November 2007 Ms Wilson had apologised to Ms Hill twice for any offence but Ms Hill still expressed her concerns in writing and scheduled a meeting to talk further about those concerns. Before turning to that meeting I need to refer to events on 1 and 2 November 2007 regarding which TTC developed further concerns.

### **November events**

[21] Jigsaw is a network of community agencies and is focused on the prevention of child abuse, neglect and family violence. Jigsaw convened a hui on 1 & 2 November 2007 which Ms Wilson and others from TTC attended. There were four aspects of Ms Wilson's conduct at the hui which caused concern for Ms Hill. Ms Wilson fell asleep during a session; her mood or energy was said to be low or negative; her interactions with another attendee was said to be culturally inappropriate; and she was observed not to eat a meal.

[22] On the Monday and Tuesday following the hui Ms Wilson was away from work as previously arranged. When she returned to work on Wednesday 7 November she found the 5 November 2007 letter left for her. Ms Wilson characterises it as a warning however the letter does not go quite that far. It refers to Ms Wilson's

apologies for the 26 October 2007 issue, cautions Ms Wilson that *teasing, snide remarks and ... abuse* will not be tolerated, and requires her attendance at a meeting to further discuss the concerns.

[23] Present on 7 November at this meeting were Ms Hill, Ms Gwynne and Ms Wilson. Ms Wilson was not given any opportunity to be represented or supported during this meeting. Ms Hill expressed her dissatisfaction with Ms Wilson regarding fitting in with the team culture, inappropriate remarks, teasing and personal presentation. Ms Wilson does not accept that her conduct was such as to justify these complaints. I will refer to other exchanges during this meeting in greater detail later to the extent necessary. However, one issue raised by Ms Hill was whether Ms Wilson had any health issues affecting her attitude. Ms Hill thought that Ms Wilson might be suffering from an eating disorder as a result of observations of Ms Wilson during the hui. When asked, Ms Wilson did not identify any health problem and the 7 November meeting focused on other matters.

[24] After the 7 November meeting Ms Gwynne took over from Ms Hill the day to day management of Ms Wilson, much to Ms Wilson's relief.

[25] Anna Dawson was Ms Wilson's Manager in previous employment and a referee for her application for the role with TTC. Ms Dawson had been contacted by Ms Gwynne for a reference check on or about 8 October 2007, the day Ms Wilson started work. Some time between 7 November and 14 November, Ms Hill phoned Ms Dawson to speak about Ms Wilson. Where there is a conflict of evidence between Ms Dawson and Ms Hill about their conversation, I prefer the evidence of Ms Dawson. Ms Hill told Ms Dawson that she thought Ms Wilson had an eating disorder as she had not eaten at the hui; that Ms Wilson had fallen asleep during a session at the hui; that she was embarrassed by Ms Wilson asking another attendee about a tiki; that Ms Wilson was not a very good team player and did not stay at the workplace for lunch with others; that Ms Wilson was teasing other staff; that she was annoyed by Ms Wilson for using her own initiative; and that Ms Wilson was an OSH risk. To the extent that Ms Dawson engaged in this exchange with Ms Hill, she defended Ms Wilson based on her knowledge of her.

[26] Sometime prior to 15 November 2007 Ms Dawson told Ms Wilson about this phone call from Ms Hill. Ms Dawson had already known something of the difficulties being experienced by Ms Wilson at TTC because of their contact during the preceding

weeks which had included an occasion when Ms Wilson had come to Ms Dawson's office in a very distressed state. When Ms Wilson heard from Ms Dawson about what Ms Hill said about her, particular regarding the eating disorder, it put in context things that had been said to her about her eating habits by other employees at TTC. The natural inference to be drawn from this is that Ms Hill had shared her view about Ms Wilson's supposed eating disorder with other staff at TTC.

### **December meetings**

[27] There was focus during the investigation meeting about an issue over room use and Ms Wilson bringing a non-staff member into a work area on 6 December 2007. It is not necessary to canvass this for present purposes as I am satisfied that much more is being made of the matter now by TTC than was the case at the time.

[28] On 30 November 2007 Ms Hill wrote to Ms Wilson scheduling a review meeting for 7 December 2007. The letter enclosed TTC's notes from the 7 November meeting and advised that they would look at progress in response to the concerns and recommendations made at the earlier meeting. The meeting's purpose was to review Ms Wilson's performance during the probationary period, due to end on 7 December 2007. Ms Wilson arranged for two people to accompany her to this December meeting.

[29] Present on 7 December were Ms Hill, Ms Gwynne, Ms Wilson, Ms Rewiri and Laura Dawson. Laura Dawson is one of Ms Wilson's former managers. She is not related to Anna Dawson who is mentioned above. It is not necessary to canvass what happened during that meeting in any great depth. TTC wanted to review Ms Wilson's performance and provided a structured review form for that purpose at the start of the meeting. It is the sort of document that usefully could have been provided beforehand. Ms Wilson's supporters questioned TTC's approach to the review. After some debate about the review process, there emerged a stalemate. Mediation was suggested and agreed to as a way forward and the meeting ended. Ms Wilson's employment continued past the end of the two month trial period without any further contractual arrangements being proposed or agreed.

[30] There was a further meeting on 10 December 2007 involving Ms Hill, Ms Gwynne and Ms Wilson convened by TTC. The meeting was recorded by TTC without objection from Ms Wilson. To the extent necessary I will return to the events

of this meeting later. However, there was some dispute in the evidence about whether the recording captured an exchange at the end of the meeting. I have listened to the recording and checked the transcript provided. The transcript immediately before the last page does not include part of the recording. The relevant part is that Ms Wilson said she wanted to be able to work together, make things work out and was open to doing what she could to make that happen. Either Ms Hill or Ms Gwynne said that they all wanted that. Ms Hill reflected on that briefly before saying *I hear what you say your hoping things move forward, I'm putting out there right now I don't know where I sit on that*. Ms Wilson asked Ms Hill to clarify her comments, but Ms Hill said *No, that's all I'm doing*. The meeting then wound up. I am satisfied that the recording captured the end of the meeting.

[31] Following the 10 December 2007 meeting Ms Wilson decided to raise a grievance based on her view of being bullied by Ms Hill. That resulted in a letter dated 20 December 2007, mentioned below.

[32] On 11 December 2007 there was a meeting involving Ms Hill, Ms Gwynne, Ms Wilson and a person from Jigsaw (Catherine Lawson). Jigsaw has an oversight role regarding the child advocacy positions hosted in organisations such as TTC. The visit to TTC was part of this oversight and had been planned for several weeks. Although Ms Hill and TTC did not know it, Ms Wilson had been communicating with one of Jigsaw's staff members. During the 10 December meeting Ms Wilson was critical of Ms Hill for not adequately forewarning her about the 11 December meeting, but Ms Wilson knew its purpose from her communications with Ms Lawson. Nothing controversial happened during the 11 December meeting except that there was some discussion about the role of a child advocate that caused some mention of Ms Wilson's Massey University course and the relevance of counselling to her advocacy role.

[33] On 14 December 2007 Ms Hill sent Ms Wilson an email directed to the placement issue. The email refers to the 7 September interview meeting, TTC's agreement regarding placement for another course but says that TTC did not agree to a Massey University counselling placement for Ms Wilson. It reads *We also discussed that you were completing a Post Graduate Diploma in Counselling, but at no time did we discuss that this placement would be done at Taupo Therapy Centre*

... *I do note that you did imply that completing your counselling would be of benefit to the centre, but there was no agreeing that this would take place here at the centre.*

[34] Shortly before 19 December 2007 Ms Wilson applied for her current position and within a day or two learnt that she was to be interviewed for the vacancy on 9 January 2008. TTC shut down over the Christmas period and Ms Wilson was then away from work at TTC from about 15 January until 2 February 2008 attending a course required for her Massey University study. While at the course Ms Wilson was offered her current position and she wrote a letter dated 19 January 2008 resigning from TTC. On Ms Wilson's evidence, she made the decision to resign before being offered her current position, but wrote the letter of resignation afterwards.

[35] To backtrack a little, Ms Wilson on 20 December 2007 wrote to TTC raising a personal grievance based on allegations of bullying by Ms Hill. The letter includes a number of specific complaints. Ms Wilson also wrote a letter of the same date disputing many of the criticisms made of her at the 7 November 2007 meeting.

[36] As noted, it was agreed in early December to seek mediation assistance. That mediation occurred on 8 January 2008 but did not resolve matters as they stood at the time.

[37] In her 19 January 2009 letter Ms Wilson said that she was resigning due to the psychological bullying she had experienced.

### **Constructive Dismissal?**

[38] In her statement of problem, Ms Wilson described her problem as:

- *Not being provided with an employment contract.*
- *Holding a review meeting of her position without being told of her right to support people.*
- *Constructive dismissal.*

[39] I have already determined that no breach arises from the informality of the written employment agreement. The point about the review meeting is also part of the constructive dismissal claim which it is convenient to analyse with first. In *Auckland etc Shop Employees' etc IUOW v. Woolworths (NZ) Ltd* [1985] ACJ 963, the Court of Appeal held that constructive dismissal includes cases where the employer gives the

employee a choice between resigning or being fired, or the employer embarks on a course of conduct with the deliberate and dominant purpose of coercing the employee to resign, or a breach of duty by the employer leads the employee to resign. The third category is in issue here. Not every breach of duty is sufficiently serious to give rise to a personal grievance of constructive dismissal. In *Auckland Electric Power Board v. Auckland Provincial District Local Authorities Officers' IUOW Inc* [1994] 1 ERNZ 168, the Court of Appeal said:

*In such a case as this we consider that the first relevant question is whether the resignation has been caused by a breach of duty on the part of the employer. To determine that question all the circumstances of the resignation have to be examined, not merely of course the terms of the notice or other communication whereby the employee has tendered the resignation. If that question of causation is answered in the affirmative, the next question is whether the breach of duty by the employer was of sufficient seriousness to make it reasonably foreseeable by the employer that the employee would not be prepared to work under the conditions prevailing: in other words, whether a substantial risk of resignation was reasonably foreseeable, having regard to the seriousness of the breach*

[40] I find that Ms Wilson resigned because of her perception that she had been bullied by Ms Hill in various ways and had her rights affected over the course of her employment. That is what caused her to look for other employment but there is no reason to doubt her evidence that she had decided to resign from TTC before being offered her current position. So at the time of her decision Ms Wilson hoped to get the current position but it cannot be said that she simply resigned from TTC to take up a new position on offer to her. The next question is whether there was any breach of duty by Ms Hill or TTC.

[41] I find that Ms Hill breached TTC's obligation to treat Ms Wilson in a fair and reasonable manner leading up to and during the review meeting on 7 November. It was for TTC to set its standards regarding Ms Wilson's banter with the journalist and Ms Hill did so several times. However Ms Hill took the matter beyond reasonable direction about standards to a new employee. The incident provided no basis to draw an inference (as Ms Hill did) that Ms Wilson was not a safe person to work with

families. The initial criticism caused Ms Wilson to adopt a low key approach at the Jigsaw hui. That was misinterpreted by Ms Hill as *sometimes negative energy* and contributed to Ms Hill's mistaken view that Ms Wilson had an eating disorder. Ms Wilson's evidence which I accept is that Ms Hill told her that she had *nasty, hard, negative energy* and that no-one liked her. These comments were unnecessary and wrong but Ms Wilson found them hurtful. In light of Ms Hill's intended criticisms of Ms Wilson she should have afforded Ms Wilson the opportunity to be supported or represented at the 7 November 2007 meeting.

[42] Ms Hill seriously breached TTC's obligations to Ms Wilson by what she said to Ms Dawson. The consent given by Ms Wilson to speak to her referees as part of her job application did not extend to disclosing to a third party Ms Hill's concerns about Ms Wilson's conduct during the employment. Part of TTC's code of practice included an obligation to maintain confidentiality and safe practice at all times. I read this as a reciprocal obligation applying both to the employee and the employer.

[43] I also conclude that Ms Hill email to Ms Wilson dated 14 December 2007 was a breach of TTC's obligations to Ms Wilson. To summarise the finding above about the Massey University fieldwork agreement, TTC agreed in principle to a placement for Ms Wilson. However in the 14 December email Ms Hill resiled from that commitment. The significance of the placement for Ms Wilson was known to TTC from the discussion on 7 September 2007.

[44] There are other complaints by Ms Wilson about Ms Hill's conduct that she characterises as bullying, but I do not accept that characterisation. TTC was entitled to monitor Ms Wilson's work closely, as happened. Ms Wilson was not used to the level of scrutiny and Ms Hill's requirement that she check work at a very detailed level. No doubt the breaches identified above coloured Ms Wilson's perception of TTC's requirements to closely monitor her work. Nonetheless Ms Wilson has no legally sustainable complaint other than the issues specifically identified above.

[45] The next issue is whether a substantial risk of resignation was reasonably foreseeable in light of the seriousness of these breaches. I find that it was. The continuation of the employment relationship was a live issue at the time. On 10 December 2007 Ms Hill told Ms Wilson that she did not know whether Ms Wilson would still be employed at that time. That was in connection with arrangements for the Jigsaw visit on 11 December. Also on 10 December 2007, in response to Ms

Wilson's expression about wanting to work together and make things work Ms Hill said *I don't know where I sit on that*. This all happened in the context of tensions in the employment relationship, critically between Ms Wilson and Ms Hill. Given these expressions of uncertainty about Ms Wilson's future employment in the mind of the employer, it was reasonably foreseeable that a communication such as the 14 December 2007 email resiling from an commitment important to the employee might result in a resignation.

[46] It follows that Ms Wilson was constructively dismissed. The dismissal was unjustified and Ms Wilson has a personal grievance as a result.

### **Remedies**

[47] I must consider the extent to which Ms Wilson's actions contributed towards the situation that gave rise to the grievance and, if those actions so require, reduce remedies accordingly. Taking a wide view, the only possibly blameworthy conduct by Ms Wilson that contributed to the situation was her falling asleep during the Jigsaw hui but that was a very minor matter overall. I intend to moderate the award of compensation to take account of the relatively limited resources of TTC and it would not be appropriate to make any further reduction on account of Ms Wilson's minor contribution.

[48] There is no claim for lost remuneration, Ms Wilson having obtained other employment by the time she finished up at TTC.

[49] Overall the circumstances call for a modest award of compensation. The effects of the established grievance on Ms Wilson were not severe but nor were they insignificant. She had concerns as the situation developed that she might lose her employment and be unable to support her family financially. That remained a concern for a short while after the decision to resign. I accept Ms Wilson's evidence about her anger and distress at how she was treated. Ms Wilson advanced her compensation claim on the basis that TTC should be punished for how she was treated. The purpose of an award of compensation is not to punish but to restore a person to their pre-injury state as much as that can be achieved. However Ms Wilson's submission about punishment reflects the hurt suffered by her and is relevant in that way. Bearing in mind the need for a modest approach for the reason mentioned above, \$6,000.00 is an appropriate award.

**Summary**

[50] Ms Wilson has a personal grievance because she was unjustifiably constructively dismissed by Taupo Therapy Centre Incorporated.

[51] Taupo Therapy Centre Incorporated is to pay Ms Wilson compensation of \$6,000.00 pursuant to s.123(1)(c)(i) of the Employment Relations Act 2000.

[52] Costs are reserved. Any claim for costs must be made in writing within 28 days setting out the amounts and the reasons for any claim. The other party may then lodge a memorandum in reply within a further 14 days.

Philip Cheyne  
Member of the Employment Relations Authority