

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2020] NZERA 469A  
3121912

BETWEEN	METROPOLITAN GLASS & GLAZING LIMITED Applicant
AND	JOSHUA MONK First Respondent
AND	ALAN EAST Second Respondent
AND	SPECIALITY GLASS LIMITED Third Respondent
AND	NORTHLAND SPECIALITY GLASS COMPANY LIMITED Fourth Respondent

Member of Authority: Eleanor Robinson

Representatives: Jim Roberts and Eloise Callister-Baker, counsel for the Applicant  
David Grindle, counsel for the First Respondent  
Peter Magee, counsel for the Second, Third and Fourth Respondents

Investigation Meeting: 10 November 2020

Determination: 13 November 2020

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**PRELIMINARY DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] In a Statement of Problem filed in the Authority on 14 October 2020 the Applicant, Metropolitan Glass and Glazing Company Limited (MetroGlass) sought an interim injunction in addition to a number of other orders against the first Respondent, Mr Joshua Monk.

[2] The application for an interim injunction was accompanied by an undertaking as to damages, and affidavits in support of the application by Mr Joe Mase, Branch Manager, and Ms Karen Metcalfe, Glazing Co-Ordinator.

[3] MetroGlass additionally sought an injunction and penalty against the Second, Third and Fourth Respondents for aiding and abetting various alleged breaches of contract by Mr Monk.

[4] This determination addresses only the application for an interim injunction. The substantive matters which include alleged breaches of the terms of Mr Monk's employment agreement and penalty claims will be investigated by the Authority at a later date as yet to be scheduled.

### **The Authority's investigation**

[5] 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.

### **Background**

[6] MetroGlass is a limited liability company with branches nationwide. It has built its business in New Zealand over 30 years and has more than 900 employees. MetroGlass provides a full range of high performance glass and related services to residential and commercial markets in Australasia. This includes sheet glass and other glass product fabrications, through to glass products such as balustrades, shower doors and splashbacks, and services such as the installation of any of MetroGlass's products, and glazing.

[7] The Whangarei branch of Metroglass provides full flat glass processing, supply and glazing services, including glass balustrades, canopies, glass splash backs, glass showers retrofit (the replacement of single glazing with double glazing), reglazing (replacing broken or damaged glass), automotive and marine glazing. It provides a full residential and commercial project management service.

[8] In his untested affidavit Mr Wase states that the Third Respondent, Speciality Glass Limited (Speciality Glass), a major competitor of MetroGlass, also carries out a number of the services similar to those provided by MetroGlass but does not currently carry out retrofit work.

[9] He states that MetroGlass Whangarei Branch retrofit services sets it apart from other businesses in the Northland Region as it is the market leader in glass and glazing, and therefore has an advanced technical offering, and a proven track record in providing such service.

[10] Mr Wase also states that whilst work can come to MetroGlass as a one-off contract, it is usually developed through building relationships with customers and business contacts. MetroGlass endeavours to build relationships with all builders, but particularly the larger building operations, and all joiners. Whilst working on a project, MetroGlass endeavours to ascertain future projects the client has in mind and works to secure these projects.

[11] Mr Wase states in his untested affidavit that the goodwill in the relationships MetroGlass builds with customers and contacts, and the information they share about future projects, along with MetroGlass's delivery of a satisfactory product, are critical to its ongoing business.

#### *Mr Monk's employment with MetroGlass*

[12] Mr Monk commenced employment with MetroGlass on 28 February 2018 in the position of a Sales Representative. Mr Monk applied for the Sales Representative position, supplying his CV, and was interviewed by MetroGlass.

[13] On 9 February 2018 Mr Monk was provided with a letter of offer which included a position description and the individual employment agreement offered by MetroGlass (the Employment Agreement). The letter of stated: "I encourage you to read the offer and seek independent advice from someone you trust and contact me should you wish to discuss anything in the offer."

#### *The Employment Agreement*

[14] Mr Monk the First Respondent signed the letter of offer on 13 February 2018 confirming that he agreed to terms of employment:

I, Joshua Monk, confirm that I have read the terms of employment set out in this letter and in the attached Individual Employment Agreement, that I fully understand them and their implications and that I now accept the offer of employment. The First Respondent also signed page 10 of the IEA, which was the First Schedule, and page 11 of the IEA, again acknowledging its terms.

[15] Mr Monk also signed page 10 of the Employment Agreement, which was the First Schedule, and page 11 of the Employment Agreement which contained the 'Declaration Of Understanding and Acceptance'.

[16] The Employment Agreement contained the following clauses:

**3.2**You will at all times use your best endeavours to promote and protect the Company's general interests, profitability and reputation.

## **15. Confidentiality**

**15.1** All transactions, records and information pertaining to the business of the Company, to salary and to the terms of your employment, will be held in strict confidence by you, both during your employment and after its termination.

## **16 Proprietary Rights**

**16.1** All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or part by you arising from or in connection with the Company's activities will be the Company's sole property.

## **19. Restraint of Trade**

**19.1** In consideration of the remuneration provided in this Agreement, you agree that when your employment terminates, for any reason, you will be bound by the following restraints for **six (6) months'** after the termination of your employment. The restraints are that you will not:

- 19.1.1** be directly or indirectly concerned (whether as an employee, independent contractor, shareholder, director, agent, consultant, partner, or in any other capacity) in any business, organisation or venture which directly competes with the business of the Company in New Zealand within the following industries;
- (a) glass processing and / or IGU manufacturing; or
  - (b) glazing and / or glass installation service provider;
- 19.1.2** attempt to encourage or persuade any of the Company's **clients / customers** whom you have dealt with during the 12 months before the termination of your employment and whose trade circumstances you are aware of, to terminate or restrict trade relations with the Company;
- 19.1.3** attempt to encourage or persuade any of the Company's **suppliers** who you have dealt with during the 12 months before the termination of your employment and whose trade circumstances you are aware of, to terminate or restrict trade relations with the Company;
- 19.1.4** attempt to encourage or persuade any of the Company's **employees, contractors or consultants** who you have had dealings with to terminate their contract or agreement with the Company;
- 19.2** You acknowledge that your position with the Company gives you access to and the benefit of confidential information and business relationships vital to the Company's continuing success and you therefore acknowledge and agree that the provisions of this clause are reasonable and necessary in their application to protect the genuine proprietary interests of the Company.

**19.3**You acknowledge that the salary you receive includes consideration for accepting these restraint of trade terms.

**19.4**In the event any portion of this clause is viewed as unenforceable by any Authority or Court with jurisdiction to consider such clauses, the clause will apply as modified by the Authority or the Court, or in the event it is not modified by the Authority or Court, the remainder of this clause and agreement will continue to be enforceable by the parties.

[17] In applying for the position with MetroGlass Mr Monk had provided his CV in which he set out the skills and abilities he had arising from the positions he had held. The previous positions included Branch Manager at a transport company (at the time of his application), Project Manager for a building company, Sales Representative and Branch Manager, Code Services Manager, Inventory Coordinator positions at Carters Building Supplies, the Health & Safety Coordinator for the Northland region, various roles at ITM Building Materials Supplier, various roles at BBS Exotic Timbers, another building materials supplier, various roles at TDC Sawmills, and a professional fisherman.

[18] Mr Monk had held various roles most of his career within the building supply industry, but had no experience in the glass industry.

[19] Metroglass considered Mr Monk's previous experience, especially his sales expertise and project management, to be a good fit for the position of Sales Representative set out in the position description for the role.

#### *Mr Monk's Role as Sales Representative*

[20] Mr Wase states in his untested affidavit that the position description emphasised the importance of Mr Monk getting alongside the customers on behalf of MetroGlass, securing their business, and then ensuring that MetroGlass successfully completed the project. For most of his employment at MetroGlass Mr Monk was not in a general sales role but had full accountability for MetroGlass' retrofit business, which included sales, ordering and purchasing of materials, and control of the operating side of the retrofit glazing team.

[21] Whilst Mr Monk had responsibility for sourcing MetroGlass' current and future retrofit work, he also had overall operational responsibility for that work. He organised the retrofit glazing team to complete the work, and worked closely with the Lead Retrofit Glazier. Mr Wase stated that the Lead Retrofit Glazier was the key to MetroGlass' ability to deliver its retrofit services in Whangarei and throughout Northland, and Mr Monk was fully aware of this.

[22] Mr Monk, in his untested affidavit evidence, states that he accepts he had an induction programme when he commenced employment with MetroGlass, but denies this was a lengthy process.

#### *Mr Monk's Resignation 22 September 2020*

[23] After the Covid-19 lockdown ended, Mr Monk states that Mr Wase enlarged his role to include work in the area of general glazing, balustrade and showers with responsibility for

sales, marketing and management of those things, and retained responsibility for retrofit double glazing.

[24] As a result of the change of focus Mr Monk stated in his untested affidavit evidence that he had found the expanded role stressful and tendered his resignation providing one month's notice via email on 22 September 2020, which was acknowledged by MetroGlass.

[25] Mr Wase stated in his untested affidavit evidence that on 25 September 2020 at a work barbeque, Mr Monk had told him he was going to work for Speciality Glass and start a retrofit programme. He (Mr Wase) told him that would break his restraint of trade clauses. Later that same day he had met again with Mr Monk who confirmed his intention to work for Speciality Glass and start a retrofit operation for them.

*Letter dated 25 September 2020*

[26] Mr Wase stated that as a result of the conversation with Mr Monk, he provided him with a letter advising that MetroGlass considered its confidential information included, but was not limited to, customer lists, sales leads, product information, contract terms, methods of operations, marketing plans, IT systems, manufacturing and operations functionality, know how, and financial information. The letter also reminded Mr Monk of his duty of fidelity while he remained an employee of MetroGlass and his post-employment obligations. Both he and Mr Monk signed the letter.

[27] Mr Wase stated in his untested affidavit evidence that after they had signed the letter, Mr Monk told him that it was not worth the paper it was written on because it was not going to stop him working for Speciality Glass.

[28] Mr Monk states in his untested affidavit evidence that he did not tell Mr Wase he was going to work for Speciality Glass and start a retrofit programme.

[29] Ms Metcalfe in her untested affidavit evidence stated that on either 29 or 30 September 2020 she had a conversation with Mr Monk and asked him about his future plans in response to which Mr Monk had told her: "me and Springy{Mr Alan East} from Northland Speciality Glass were going to start doing retrofits together." When she had commented that she thought he had a restraint of trade clause, Mr Monk commented: "I have to make a living Karen."

[30] Mr Monk in his untested affidavit states that Ms Metcalfe is mistaken and that he had told her that his role at Speciality Glass would not be related to retrofit double glazing because he would be working as a glazier's assistant.

[31] Mr Monk stated that he and Mr Alan East, director of Speciality Glass and Northland Speciality Glass Company Limited, ('Springy') had been good friends for over twenty years, and when Mr East had heard he had resigned, he had offered him a position as a Glazier's Assistant.

[32] On 1 October 2020 the Lead Retrofit Glazier resigned his employment at MetroGlass advising that he was going to work at Speciality Glass.

*First Undertaking 2 October 2020*

[33] On 2 October 2020 Mr Wase again wrote to Mr Monk explaining his then current and post-employment obligations. The letter enclosed an undertaking for Mr Monk to sign.

[34] The letter placed Mr Monk on notice that MetroGlass considered him working for Speciality Glass in any capacity would place him in direct contravention with the restraint clause and he would not be able to commence employment with Speciality Glass until 23 April 2012 at the earliest.

[35] On 2 October 2020 MetroGlass placed Mr Monk on garden leave from 5 October to 22 October 2020 the date when his notice period ended. On that same date, 2 October 2020 MetroGlass lawyers, Hesketh Henry, wrote to Mr East and Speciality Glass providing a copy of Mr Monk's post-employment obligations in the Employment Agreement, and enclosing undertakings for Mr East to sign in an individual capacity and on behalf of Speciality Glass.

[36] The undertakings set out that neither Mr East or Speciality Glass would incite, instigate, aid or abet any breach of the Employment Agreement or any of Mr Monk's employment obligations, and return any confidential information that had already been provided by Speciality Glass by Mr Monk or on his behalf, and not use any confidential information that may have been passed on verbally by Mr Monk.

[37] The letter placed Mr East on notice that should Mr Monk commence employment with Speciality Glass in any capacity prior to 23 April 2021, he would breach the restraint.

[38] Both letters sent by MetroGlass required Mr Monk, Mr East and Speciality Glass to sign and return the undertakings by 9 October 2020, and advised that if they failed to do so, MetroGlass reserved all rights to commence legal proceedings.

[39] MetroGlass did not receive any signed undertakings by 9 October 2020.

[40] On 13 October 2020 Hesketh Henry received a letter from Thomson Wilson Law acting for the First, Third and Fourth Respondents. The letter stated that Speciality Glass : "does not intend to operate" a retrofit business model and that Speciality Glass: "has no

intention of developing a retrofit model and does not see it as commercially viable and has no intent to be involved in this area of work”.

*Statement of Problem 14 October 2020*

[41] MetroGlass did not regard this letter as satisfactory, and on 14 October 2020 filed the Statement of Problem with the Authority seeking to resolve threatened or actual breaches of a restraint of trade clause and a confidentiality clause in the Employment Agreement by Mr Monk.

*Second Undertakings 20 October 2020*

[42] On 20 October 2020 Mr Monk signed a statement setting out undertakings in regard to his current employment obligations.

[43] On or about 23 October 2020 Mr Monk commenced employment with Speciality Glass in the position of Glazier’s Assistant.

[44] On 29 October 2020 Mr Monk provided further undertakings. However the undertakings provided do not state that Mr Monk would comply with clause 19.1.1. (b) which would restrain him from working with Speciality Glass as a competitor of MetroGlass.

**Interim injunctive application: investigation**

[45] I granted MetroGlass’s application for this matter to be dealt with on an urgent basis because this is the usual procedure for dealing with an application for an interim injunction.

[46] A case management conference was held by telephone on 22 October 2020 when the Authority heard from counsel for the parties and made directions for the parties to attend mediation. The matter did not resolve at mediation and a further telephone case management conference was held on 30 October 2020 to schedule an investigation meeting date and the lodging of documents.

[47] At the investigation meeting on 10 November 2020 I heard submissions from counsel in relation to the interim injunction application and tested these by questioning how the available evidence related to the relevant principles for determining an interim injunction application. Those principles fall to be addressed by the answers to the following questions:

1. Is there an arguable case that MetroGlass will succeed at the Authority’s substantive investigation in establishing that Mr Monk breached and is continuing to breach the terms of employment agreements binding upon him

and that the restraint of trade and confidentiality clauses in the Employment Agreement are reasonable and enforceable against him;

2. Where does the balance of convenience lie between the parties? This question to encompass the associated question of whether there an adequate alternative remedy available to MetroGlass.

3. What is the overall justice of this case such that an interim injunction should be granted

[48] I have relied on the submissions of counsel and on the, as yet, untested evidence in the affidavits which have been lodged by the parties in answering these questions. Consequently the conclusions which have been drawn are tentative and not necessarily what will be decided at the substantive investigation after a full examination of all the evidence which will then be available has been undertaken.

[49] Pursuant to s 162 of the Employment Relations Act 2000 (the Act), the Authority has power to grant an interim injunction regarding a restraint of trade or a non-solicitation clause, being an order that the High Court or the District Court may make under particular enactments and rules of law<sup>1</sup>

### **Is there an arguable case?**

#### *Binding Terms of Employment*

[50] Prior to Mr Monk commencing employment with MetroGlass he had been provided with the offer letter and the Employment Agreement. The offer letter dated 9 February 2018 advised him to seek independent advice on the attached Employment Agreement. Mr Monk signed the Employment Agreement on 13 February 2018 after the Declaration that he had read, considered and agreed to the terms contained in it.

[51] MetroGlass claims that the restraint of trade clause, clause 19.1.1.(b) prohibiting Mr Monk being employed by Speciality Glass during the period of restraint is reasonable, Mr Monk claims it is unreasonable and the definition of employee is too wide to prevent him working as a Glazier's Assistant.

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<sup>1</sup> *Credit Consultants Debt Services NZ Ltd v Wilson (No 2)* [2007] ERNZ 205

[52] The reasonableness of a restraint clause is assessed at the time it was entered into by the parties.<sup>2</sup> Reasonableness is what the parties might have reasonably foreseen at the time of entering the contract.

[53] At the time of entering the employment contract Mr Monk had been advised to seek independent advice and had sufficient time to do so. He was entering into a Sales Representative role in which it could be reasonably concluded that he would have access to the information necessary to perform his role successfully.

[54] Reasonableness also takes into account what is necessary for the protection of proprietary interests of the employer as summarised by the Employment Court in *The Broadcasting Corporation of New Zealand v Nielsen*:

Such a covenant is prima facie unlawful, but will be upheld to the extent that the employer is able to establish that it is reasonably necessary for the protection of the proprietary interest which the law recognises he has in what may be called his trade secrets and his trade connections: and provided further that the covenant is not unreasonable from the point of view of the employee and that it is not in conflict with appropriate considerations of public interest.<sup>3</sup>

[55] When Mr Monk commenced work with MetroGlass he did not have any experience in the glass industry as demonstrated by the CV he provided to MetroGlass when applying for the Sales Representative position.

[56] Mr Monk had an induction period and based on the untested evidence of Mr Wase was provided during the course of his employment with MetroGlass with information including MetroGlass' proprietary systems, models and techniques that it has developed, the goodwill with its clients, and confidential information about its business including client information, pricing, costing,

[57] This is information which I find would have been essential for Mr Monk to successfully perform his role at MetroGlass and on that basis reasonable for MetroGlass to protect it by having the restraint and confidentiality clauses in the Employment Agreement.

[58] Mr Monk is currently employed as a Glazier's Assistant at Speciality Glass. Although that is in breach of Clause 19.1.1.(b) in that Mr Monk is working for : "glazing and/or glass installation service provider" , Mr Monk submits that he would not be breaching the restraint because he is carrying out a labouring role and has provided written undertakings which enable MetroGlass to protect its proprietary interests.

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<sup>2</sup> *Fletched Aluminium Ltd v O'Sullivan* [2001] ERNZ 46 (CA); *Gallagher Group Ltd v Whalley* [1999] 1 ERNZ 490 (CA) at [23]

<sup>3</sup> *The Broadcasting Corporation of New Zealand v Nielsen* (1988) 2 NZELC 96,040

[59] MetroGlass submits that whilst Mr East in his untested affidavit evidence has stated Speciality Glass has no interest in entering the retrofit market sector, he has employed Mr Monk on an excessive wage level for a basic labouring job, Mr Monk having been the person responsible for MetroGlass' end to end retrofit operation, and also its Lead Retrofit Glazier.

[60] In addition there are the statements Mr Monk made to Mr Wase and Ms Metcalfe which are serious questions to be tried.

[61] I find the restraint and confidentiality clauses to be reasonable. Mr Monk has commenced employment with Speciality Glass in breach of clause 19.1.1.(b) , albeit on the surface at a lower level than his position at MetroGlass and having provided undertakings.

[62] It is clear that Mr East of Speciality Glass and Mr Monk had both been made aware of the consequences of Mr Monk breaching the restraint of trade clause.

[63] I find that there are serious questions to be tried and that MetroGlass has an arguable case.

#### **Where does the Balance of Convenience lie?**

[64] MetroGlass submits that its business has been built around its confidential information and would be adversely impacted if Mr Monk, who has knowledge of the confidential information, was to share, even inadvertently, with Mr East in breach of the confidentiality clause in the Employment Agreement. Mr Monk also has information about future sales opportunities which he acquired for MetroGlass during his employment and which can be easily converted to the benefit of Speciality Glass.

[65] Mr Monk submits that he has signed the undertakings which should provide MetroGlass with the comfort it requires as to his intentions, noting that he will be working in a lowly position without meaningful customer contact.

[66] He has significant financial commitments and two dependent children which means that he requires employment to deal with these commitments. I note that Mr Monk resigned from MetroGlass, completed his last day of employment on 22 October 2020 before commencing employment with Speciality Glass on or about 23 October 2020.

[67] Speciality Glass has also provided a sworn affidavit by Mr East that he does not intend to start a retrofit business.

[68] I observe in regard to the undertakings that despite being advised that MetroGlass would seek legal redress and the filing of the Statement of Problem with the Authority on 14 October 2020, Mr Monk in breach of clause 19.1.1. (b) of the Employment Agreement, commenced work with Speciality Glass on or about 23 October 2020.

[69] Mr East having been put on notice by letter from Hesketh Henry dated 2 October 2020 that Mr Monk was subject to restraint of trade provisions proceeded to employ Mr Monk.

[70] In considering whether or not damages would be an adequate remedy, MetroGlass submits that if the undertakings by Mr Monk are breached it will have to prove (i) that they have been breached and (ii) the level of damages arising from the breach. These things are notoriously difficult to prove.

[71] I accept the submission by MetroGlass regarding the difficulties faced by employers in proving damages subsequent to the event, and find that the deliberate breaching of clause 19.1.1. (b) of the Employment Agreement coupled with his being immediately employed by Speciality Glass undermines the confidence that may be placed in the undertakings provided by Mr Monk.

[72] I conclude that an award of damages would not be an adequate alternative remedy to the issuing of an interim injunction.

[73] I find that the balance of convenience lies with MetroGlass

### **Overall Justice**

[74] The overall justice consideration requires me to stand back from the detail and consider the case from a more global view. Having done so, I consider that the overall justice supports an interim injunction.

[75] In reaching this decision I note the observation by the Court of Appeal in *Fuel Espresso Ltd v Hsieh* that agreements are made to be kept:

... The restraint is plainly reasonable. Agreements are made to be kept. Mr Hsieh was employed and trained, but then left in face of a clear contractual provision preventing him from doing what he has done. In the absence of an interim injunction, any relief to Fuel will, in the time-honoured phrase, be nugatory. This is a clear case for an interlocutory injunction.<sup>4</sup>

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<sup>4</sup> *Fuel Espresso Ltd v Hsieh* [2007] ERNZ 60 (CA) at [61]

[76] Mr Monk had significant experience of small business management, sales and project management nature prior to joining MetroGlass. Some of his previous experience has also been in the construction industry and I therefore consider that it would not be inconceivable that Mr Monk could find other employment within a relatively short timeframe.

[77] An interim injunction would not prevent Mr Monk earning a living based on his experience and skills, and would protect the proprietary interests of MetroGlass.

[78] In reaching this conclusion I have balanced the respective public interest considerations regarding MetroGlass' property rights and the parties' adherence to contractual terms freely entered into against the freedom of Mr Monk to earn a living<sup>5</sup>.

### **Orders**

[79] Accordingly I make the following orders as set out below:

- a. In reliance on the undertakings as to damages lodged by MetroGlass, Mr Monk is restrained from breaching the restraint of trade clause in the Employment Agreement, and from commencing employment with Speciality Glass or any other competitor in any capacity prior to 23 April 2021;
- b. An interim injunction restraining Mr East, Speciality Glass and Northland Speciality Glass Company Limited from aiding, abetting or inciting Mr Monk to breach the restraint of trade in the Employment Agreement, and in particular from commencing employment with Speciality Glass in any capacity prior to 23 April 2021;
- c. An injunction restraining Mr Monk from breaching the confidentiality provision in the Employment Agreement;
- d. A compliance order pursuant to s 137 of the Act requiring Mr Monk to comply with the confidentiality provisions of the Employment Agreement;
- e. A compliance order pursuant to s 137 of the Act requiring Mr Monk to comply with his implied obligations of trust and confidence and of fidelity;

[80] For the sake of clarity I confirm that the granting of the interim injunction restraining Mr Monk from commencing employment with Speciality Glass or any other competitor in any

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<sup>5</sup> *Fuel Espresso Limited v Hsieh* [2007] ERNZ 60 at [21] (CA)

capacity prior to 23 April 2021 means that he must cease working at Speciality Glass with immediate effect from the date of this determination.

[81] MetroGlass is seeking penalties to be imposed on Mr Monk for each breach of the Employment Agreement by Mr Monk, and on the Second, Third and Fourth Respondents for aiding and abetting or inciting Mr Monk to breach the Employment Agreement.

[82] This issue will be determined following the substantive investigation.

### **Next Steps**

[83] The Authority will shortly convene a case management conference to set timetable directions for the investigation of MetroGlass' substantive claims.

### **Costs**

[84] Costs are reserved for determination following the substantive investigation meeting and its outcome or until this matter otherwise ceases to be before the Authority.

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