

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2020] NZERA 104
3086252

BETWEEN JASON MEADOWS
 Applicant

AND GLORY GLOBAL SOLUTIONS
 NEW ZEALAND LIMITED
 First Respondent

Member of Authority: Anna Fitzgibbon

Representatives: Applicant in person
 Andrew Schirnack and Emma Crowley counsel for the
 Respondent

Investigation Meeting: On the Papers

Submissions [and further 24 December 2019, 11 and 21 February 2020 from the
Information] Received: Applicant
 29 January, 3 and 18 February 2020 from the Respondent

Date of Determination: 03 March 2020

PRELIMINARY DETERMINATION OF THE AUTHORITY

- A. The application by the applicant, Mr Jason Meadows for interim reinstatement pending the Authority's investigation and determination of his personal grievances is declined.**
- B. Costs are reserved.**

Employment Relationship Problem

[1] The applicant, Mr Jason Meadows was employed by the respondent, Glory Global Solutions New Zealand Limited (Glory), as an account manager, from 31 January 2018 until he was dismissed on 27 November 2019.

[2] During the latter part of 2018 and during 2019, a dispute arose between Mr Meadows and Glory about the payment to him of commissions under Glory's Sales Commission Plan (SCP). Mr Meadows raised claims of arrears of wages, unjustified disadvantage and breaches of good faith against Glory. These claims were the subject of a separate application to the Authority on 9 September 2019. However, because Mr Meadows was subsequently dismissed, this application has yet to be investigated by the Authority.

[3] On 3 January 2020, the Authority received an application from Mr Meadows claiming Glory had unjustifiably dismissed him, had acted in an unjustifiable manner in subjecting him to two unfair disciplinary actions, unreasonably refused to pay him for work related expenses and in breach of its health and safety obligations had failed to provide him a safe working environment.

[4] The Authority is to fully investigate both substantive applications at an investigation meeting scheduled to take place on 30 April, 1 May and 4 May 2020 in Auckland.

[5] Mr Meadows seeks remedies against Glory for unpaid commission and expenses, lost wages, compensation, penalties, special damages in respect of costs (including legal fees) incurred by him and for reinstatement to his role as account manager.

Investigation of application for interim reinstatement

[6] Mr Meadows sought and was granted urgency in respect of his application for an interim reinstatement order. The parties attempted to resolve the employment relationship problem by attending mediation. This was not successful.

[7] The parties agreed for the application for interim reinstatement to be dealt with by the Authority 'on the papers'.

[8] Mr Meadows filed affidavits on 25 November and 24 December 2019 and two further affidavits on 11 February 2020. For Glory, an affidavit was filed by Mr Dean Butchers, Country Head and Sales Director of Glory and by Ms Katherine Robertson, Glory's Human Resources manager, Australia and New Zealand. Legal submissions were filed on behalf of Glory on 18 February 2020 and by Mr Meadows in response on 21 February 2020.

[9] The application by Mr Meadows for an order for interim reinstatement has been determined by the Authority on the basis of evidence given by affidavit and following the consideration of submissions provided by Mr Meadows and counsel for Glory.

[10] Any findings of fact made by the Authority are provisional only and may change later once the Authority has fully investigated the claims and after all witnesses have been examined about their evidence where necessary at the substantive hearing scheduled in April/May 2020.

[11] As permitted by s 174E of the Employment Relations Act 2000 (the Act), this written determination has expressed conclusions necessary to resolve the interim reinstatement application but has not recorded all evidence and submissions received.

The Law

[12] The Authority's jurisdiction to grant interim reinstatement is conferred by s 127 of the Act, which provides:

- (4) When determining whether to make an order for interim reinstatement, the Authority must apply the law relating to interim injunctions having regard to the object of this Act.
- (5) The order for interim reinstatement may be subject to any conditions that the Authority thinks fit.

[13] The object of the Act refers to building productive employment relationships through the promotion of good faith behaviour.¹

[14] The law relating to interim injunctions is well established. In relation to injunctions for interim reinstatement, the law can be summarised as follows:²

- (a) Mr Meadows must establish there is a serious question to be tried. In a claim such as this, the question of whether there is a serious question to be tried raises two sub-issues:
 - (i) Is there an arguable case that Mr Meadows was unjustifiably dismissed?
and;
 - (ii) Is there an arguable case in relation to the claim for permanent reinstatement?

¹ Employment Relations Act 2000, s 3.

² *Western Bay of Plenty District Council v McInness* [2016] NZEmpC36 at [7].

- (b) Consideration must then be given to the balance of convenience, and the impact on the parties of the granting of, or the refusal to grant, an order. The impact on third parties will also be relevant to the weighting exercise.
- (c) Finally, the overall interests of justice are to be considered, standing back from the detail required by the earlier steps.

Arguable Case: Unjustified Dismissal

[15] In terms of the serious question for the Authority, this is whether there is an arguable case that Mr Meadows was dismissed unjustifiably and that he will be permanently reinstated. An arguable case means a case with some serious or arguable, but not necessarily certain prospects of success.³

[16] The test for assessing whether a dismissal was justifiable is set out at s 103A of the Act. It requires an objective assessment of whether Glory's actions and how it acted were what a fair and reasonable employer could do in all the circumstances at the time the dismissal occurred.

[17] The Authority may take into account other factors as it thinks appropriate and must not determine an action to be unjustified solely because of defects in the process if they were minor and did not result in Mr Meadows being treated unfairly.⁴

[18] The Authority's task is to examine objectively Glory's decision-making process and determine whether what Glory did and how it was done, were steps that were open to a fair and reasonable employer.

[19] The test for an arguable case for unjustifiable dismissal is relatively low. This is because Glory has the burden of proof that the dismissal was justified. This is conceded by Glory. However, Glory says given it followed a full and fair investigation into the incident of 30 October 2019 between Mr Meadows and Mr Butchers and taking into account admissions made by Mr Meadows, the merits of Mr Meadows' case for unjustified dismissal and permanent reinstatement are weak.

[20] Mr Meadows says he was in dispute with Glory over payment of commissions under the SCP agreed at the commencement of his employment. He says he raised the issue repeatedly

³ *X v Y Limited and the New Zealand Stock Exchange* [1992] 1 ERNZ 863.
⁴ Section 103A(5).

with Glory and when it failed to pay him what he thought was due, he brought a claim in the Authority.

[21] Mr Meadows says this action triggered Glory into singling him out for unjustified treatment. Mr Meadows says his manager, Mr Butchers took active steps to force him out of his employment. These steps Mr Meadows says, included commencing a disciplinary investigation into his use of Glory's fuel account for his motor vehicle, withholding payment to him of legitimate expense claims, culminating in an interaction with Mr Butchers on 30 October 2019 which resulted in his dismissal.

[22] Glory disputes Mr Meadows' claims and says that it made justified inquiries into Mr Meadows' fuel usage which was being paid by it. Glory says the size of Mr Meadows' fuel consumption was such that it needed to speak with him about it. Once it obtained Mr Meadows explanation, no disciplinary action resulted. Rather, some expectations regarding Mr Meadows' fuel usage were outlined to him. With regard to unpaid expenses, Glory says that it has a policy which requires tax receipts to be provided before it pays expenses. Mr Meadows had a large number of claims which were not supported with tax receipts and were therefore not able to be paid to him.

[23] There were other matters identified in the affidavits including issues concerning Mr Meadows' performance and his willingness to comply with reasonable instructions. Mr Meadows and Glory have different views on each of those matters. The evidence in the affidavits, is of course untested.

Incident on 30 October 2019

[24] The issue which led directly to Mr Meadows' dismissal, was a discussion on the morning of 30 October 2019 between Mr Meadows and Mr Butchers. Each have a different recollection of what occurred at that meeting. Mr Meadows says he was called into a meeting with Mr Butchers at approximately 9:15 a.m. The meeting was not a scheduled meeting, Mr Meadows says he was called in as he was walking past Mr Butchers' office.

[25] The discussion concerned a Glory client that Mr Meadows was working with. Mr Butchers indicated that he wished to be at a meeting with the client and was told by Mr Meadows that the client had indicated to him that she thought that that would not be necessary. Mr Butchers told Mr Meadows that he had the right to attend any client meeting that he thought

was important to attend. Mr Meadows says he remained seated while Mr Butchers stood over him in an aggressive manner during the course of the meeting. The discussion deteriorated. Mr Meadows accused Mr Butchers of trying for six months to get rid of him and of baiting him until “you get me to say something so you can get rid of me”.

[26] The meeting ended with Mr Butchers asking Mr Meadows to leave his office. Mr Butchers disputes being aggressive at the meeting. He says he felt intimidated by Mr Meadows’ statements.

Investigation by Glory

[27] Following the meeting, Mr Butchers made contact with Ms Robertson in Human Resources. Ms Robertson was concerned by what Mr Butchers told her had occurred and was concerned at the agitated state Mr Butchers was in. Ms Robertson felt the issue was serious, and a health and safety risk. Mr Meadows was suspended, on pay, while an investigation took place into the 30 October 2019 incident.

Mr Butchers’ recollection of 30 October 2019 incident

[28] Mr Butchers made a handwritten note of the incident and provided it to Ms Robertson. The words he jotted down included “that the client had specifically asked that Mr Butchers not attend the meeting”. That Mr Meadows had done some investigations about him and told him during the discussion that those he spoke to said “you are laughing stock” and that his “Standard Operation” was to try and get rid of Mr Meadows and that he had been referred to as “dishonest and unethical”.

[29] This note was followed up with a typed record on 1 November 2019, of Mr Butcher’s recollection of the 30 October 2019 incident. Mr Butchers stated that he was shocked and unsettled by the statements made by Mr Meadows and that it was the “first time in my career that I can honestly say that I’ve been personally threatened and intimidated. I am still very unsettled by the interaction.”

Request to attend disciplinary meeting

[30] On 4 November 2019, Ms Robertson wrote to Mr Meadows care of his lawyer and requested that he attend a disciplinary meeting on 5 November 2019 to discuss aspects of his conduct. Mr Butchers’ statement about the incident was attached. The letter from Ms Robertson goes on to state:

Key areas of concern for Glory Global are that you spoke to Dean in an aggressive and nasty manner and said that Dean was unethical, dishonest and a liar. Specifically, Dean claims you said that he conducts himself in a “dishonest and unethical manner”, and accused Dean of lying about the investigation into your fuel card use. You also made comments about undertaking “investigations on you [Dean] with your previous employers” and “that you are laughing stock within the industry”. Dean has reported that these comments are threatening and deeply intrusive.

[31] Ms Robertson requested a response from Mr Meadows to the allegation that his manner was intimidating and threatening and breached both Glory’s equal opportunity policy and Code of Conduct. Mr Meadows was informed that the allegation was serious, went directly to the trust and confidence Glory had in Mr Meadows as an employee if established, and that if established the allegation could be sufficiently serious to amount to serious misconduct that destroys the trust and confidence Glory had in him.

[32] Mr Meadows was informed that disciplinary action up to and including summary dismissal was a possibility.

Disciplinary meeting – 8 November 2019

[33] A meeting was held between Ms Robertson and Glory’s lawyer and Mr Meadows and his lawyer on 8 November 2020. At the meeting Mr Meadows provided a record of his account of the incident on 30 October 2019. Mr Meadows’ recollection was that the discussion on 30 October 2019 began with Mr Butchers informing Mr Meadows that he wanted to attend a meeting Mr Meadows was to have with a client. Mr Meadows did not think it to be a good idea. From Mr Meadows’ account of the incident, the discussion appears to have become quite heated. Mr Butchers appears from Mr Meadows’, account to be demanding to attend the client meeting, and questioned Mr Meadows about why he should not attend. Mr Meadows accuses Mr Butchers of not listening to his staff or customers and the meeting deteriorates further with accusations from both sides. Mr Meadows says Mr Butchers was aggressive and stood over him during the meeting.

[34] The following is an excerpt from Mr Meadow’s record towards the end of the discussion:

(Dean Butchers:DB) Don’t you talk to me like that Jason. Who do you think you are? You will show me some respect or we’ll need to think about some disciplinary action.

(Jason Meadows:JM)Well Dean – no one would be surprised at that. You’ve been trying to get rid of me for 6 months now. You’ll just keep baiting me until you get me to say something so you can get rid of me.

DB: Don’t be ridiculous Jason. I would never do that.

JM: Is that right Dean? What about the two previous times you’ve tried to line me up to sack me?

DB: I haven’t taken any action against you that wasn’t justified.

JM: Really Dean? You guys have been trying to get rid of me since you realised that we were going to end up in Court over the commissions you owe me. You weaponised my leave and expense claims to try and force me to say something to you so that you sack me. And you’ve made false claims about my fuel use to try and sack me.

DB:There were discrepancies. Are you calling me dishonest?

JM: You made untrue statements about my fuel use and then prevented me from proving that the statements that you made were not true. It seems that this is your Standard Operating Procedure.

DB: And what does that mean Jason?

JM: I met some people that have worked with you before. They were having a laugh about you. Apparently, you caused a whole lot of grief & that you were dishonest and unethical too.

DB: WHO HAVE YOU BEEN TALKING TO?

JM: I’m not going to say ...

Further investigations by Glory

[35] Following the meeting of 8 November 2019, further investigations were carried out by Ms Robertson including speaking to staff sitting in the vicinity of Mr Butchers’ office who may have witnessed the 30 October 2019 incident. This information was provided to Mr Meadows’ lawyer. Mr Meadows’ responded. Mr Meadows raised concerns about the investigation process and how it was being carried out at the meeting. In particular, he stated that Ms Robertson should not be the investigator and decision-maker, as he had raised a complaint of bullying against her. This matter was considered by Glory.

[36] In its email to Mr Meadows’ lawyer at 6.33pm on 5 November 2019, Glory’s lawyer states, “...Reasonable management actions, and disciplinary measures, do not amount to workplace bullying. Therefore, no investigation into this alleged bullying occurred, as no investigation was

required. Kate will remain the decision maker. She is the Company's HR Manager and is the appropriate decision maker within Glory, given this was an issue between Jason and his manager.

Dismissal

[37] Ms Robertson recorded her findings, following the investigation carried out, in a letter to Mr Meadows on 27 November 2019. The letter stated:

Dear Jason

OUTCOME OF THE DISCIPLINARY PROCESS

On 8 November 2019, we met so that you could respond to allegations that, on 30 October 2019, you spoke to Dean Butchers in a manner that was intimidating and threatening, and breached both Glory's Equal Opportunity Policy, specifically paragraphs 6.1, 6.2 and 6.5, as well as Glory's Code of Conduct, specifically D(ii).

At the meeting you provided me with your version of the conversation of 30 October 2019, and provided me with a written transcript that you said accurately recorded the conversation. You also asked me to undertake further investigations ... You have provided comments ... on the additional information I have obtained. My investigations are therefore complete.

Having now considered all the evidence carefully, I now write to record my findings as follows:

1. You have accepted that you said to Dean Butchers during your meeting on 30 October 2019 that:
 - a. *"you [Dean] made untrue statements about my fuel use and then prevented me from proving that the statements that you made were not true. It seems that this is your standard operating procedure"; and*
 - b. *"I met some people that have worked with you before. They were having a laugh about you. Apparently, you caused a whole lot of grief and that you were dishonest and unethical too."*
2. I have accepted that Dean felt *"threatened and intimidated"*, and that he was concerned about his *"professional integrity"* as a result of your conduct in that conversation; and
3. I am satisfied that, by making the statements at 1. you have breached paragraph 6.1 of Glory's Equal Opportunity Policy. Specifically, I am satisfied that those statements amount to harassment, being uninvited, unwelcome and offensive behaviour that intimidated Dean, and had a detrimental effect on his dignity and wellbeing. Jason, given the direct reporting relationship that you have with Dean Butchers, I have reached the view that your making such statements during the meeting on 30 October 2019 has destroyed the trust and confidence that Glory can have in you as an employee. Therefore, I have decided to summarily terminate your employment today, 27 November 2019, pursuant to clause 27.7 of your employment agreement.

Yours sincerely
Kate Robertson
Human Resources Manager Australia and New Zealand

[38] It does not appear that Ms Robertson gave Mr Meadows the opportunity to comment on her findings that his “statements during the meeting on 30 October 2019 has destroyed the trust and confidence that Glory can have in you as an employee” and the sanction of summary dismissal, before the dismissal actually occurred. Without testing the evidence, this may amount to a breach by Glory of its obligations to Mr Meadows in s103A(3) of the Act, in particular s103A(3)(c) and (d). Section 103A (3) of the Act codifies the common law that an employer must comply with the rules of natural justice and must follow a fair process before it takes action, such as suspending or dismissing an employee. Every case turns on its own facts but ultimately, if Glory has breached its obligations, its dismissal of Mr Meadows may ultimately be unjustified.

[39] From the untested affidavit evidence, it appears that Mr Meadows accepts that he made statements to Mr Butchers on 30 October 2019 which accused Mr Butchers of making false claims about his fuel use and that he had spoken to former colleagues of Mr Butchers who told him that he was “dishonest and unethical”.

[40] The discussion on 30 October 2019, was against a backdrop of issues raised by Mr Meadows with Glory about the SCP, expenses he claimed were outstanding, issues concerning his use of a fuel card and disciplinary action he claimed to be unfair. Certainly there were accusations and counter accusations during the meeting of 30 October 2019. However, I am not convinced on the untested evidence that statements made by Mr Meadows to Mr Butchers amounted to harassment or were in breach of Glory’s relevant policies, to warrant a finding that Glory had lost trust and confidence in Mr Meadows which justified his summary dismissal.

[41] The test for an arguable case for unjustifiable dismissal is relatively low. I find that Mr Meadows has made out an arguable case for interim reinstatement on this factor.

Arguable case: Is reinstatement practicable and reasonable?

[42] Mr Meadows must also establish, if Glory is eventually found to have unjustifiably dismissed him, that it would be practicable and reasonable to reinstate him to his former

position or one no less advantageous. In a recent decision of the Employment Court, Judge Holden stated that:⁵

[65] ... reinstatement must be both practicable and reasonable. Those are two separate requirements.

[66] Practicability is not given a narrow meaning. It means more than simply being possible. For reinstatement to be practicable, it must be capable of being carried out in action, be feasible, and have the potential for the re-imposition of the employment relationship to be done or carried out successfully. A wide range of considerations may be brought to bear on the question of practicability, including matters which, although they may not have formed reasons for the dismissal, are nevertheless germane to the prospects of a renewed employment relationship.¹⁰

[67] Looking at reasonableness, the Court needs to consider the prospective effects of an order, not only upon the individual employer and employee in the case, but on other affected employees of the same employer, and in some cases, perhaps third parties who would be affected by the reinstatement.

[43] Assessing the reasonableness of reinstatement requires a consideration of the parties' cases, the prospective effects of an order for reinstatement, not only on Mr Meadows and Glory, but also any relevant third parties. In this case, such third parties could include other staff and clients of Glory with whom Mr Meadows interacts.

[44] Practicability concerns the prospects for successfully re-establishing the employment relationship. It involves the question of whether Mr Meadows could be a sufficiently harmonious and effective member of Glory if he were ultimately reinstated to his former position (or a similarly advantageous one) as Account Manager. As Judge Holden stated in *Hong*, practicability means more than simply being possible irrespective of consequence.

[45] A real risk of reversion to dysfunctional relationships is a factor to weigh in considering the practicability of reinstatement.⁶

[46] Mr Meadows reports directly to Mr Butchers. Mr Butchers, in the statements made to him about the incident on 30 October 2019, deposes that Mr Meadows undermined his professional integrity during the incident on 30 October 2019. Mr Butchers also says that from

⁵ *Hong v Auckland Transport* [2019] NZEmpC 54

¹⁰ *Association of Marine etc Engineers v Tasman Express Line Limited* [1990] 3 NZILR 946 (LC) at 957; *New Zealand Educational Institute v Board of Trustees of Auckland Normal Intermediate School* [1994] 3 ERNZ 414 (CA) at [416] – [418]; *New Zealand Educational Institute v Board of Trustees of Auckland Normal Intermediate School* [1992] 3 ERNZ 243 (EmpC) at 286.[As cited in that case]

⁶ *Edwards v Board of Trustees of Bay of Islands College* [2015] NZEmpC 6 at [288]

an operational level, reinstatement would not be realistic. He says Mr Meadows has a history of non-compliance with reasonable requests, including failure to provide receipts to support expense claims, failing to wear business attire when asked and following his dismissal his failure to return company property within a reasonable timeframe. Mr Butchers is also concerned at what appears to be inappropriate use by Mr Meadows of his company laptop, which appears to have been used to access inappropriate websites. This is a matter which will need to be investigated in the event Mr Meadows is reinstated.

[47] Ms Robertson, in her evidence, echoed Mr Butcher's concerns and described his behaviour in relation to compliance with policies and reasonable management direction as being "combative and resistant".

[48] Mr Meadows accepts making statements during the meeting with Mr Butchers on 30 October 2019 which I consider were inflammatory. It is clear from his evidence that his working relationship with Mr Butchers has become acrimonious and dysfunctional. The overall state of the working relationship appears to me to have broken down. My assessment at this early stage is that while Mr Meadows has an arguable case that he was unjustifiably dismissed, his case for permanent reinstatement is weak.

Balance of convenience

[49] The balance of convenience concerns the potential effect on Mr Meadows if he were not granted interim reinstatement compared with the potential effect on Glory if interim reinstatement is granted. The period under assessment is from the date of this determination until Mr Meadows' personal grievance claim is fully investigated and then determined by the Authority.

[50] Mr Meadows says he has invested the last two years of his life building his knowledge and technical expertise associated with Glory products and would not want to throw away this hard earned knowledge and time. He says if reinstated he would remain committed to working for Glory professionally and cooperatively and does not consider any loss of trust arising from the current dispute to be irreparable.

[51] Mr Meadows says that the statement of financial position dated 31 January 2020 attached to his affidavit of 11 February 2020, does not "tell the story of the financial pressure that this unjustified dismissal has heaped upon me". He says that as a result of the unjust dismissal and

change of income his bank has not further advanced funds required to complete work on a house owned by his Trust. He says that this has created a flow-on effect that may force him to sell the property by way of mortgagee sale. “This could potentially lead to bankruptcy for my wife and I.”

[52] The statement of financial position is not comprehensive. It does not provide details of any income received by Mr Meadows’ wife and it provides limited detail as the outgoings and expenses for Mr Meadows and his wife.

[53] What it does set out is that a Trust owns a property on Waiheke Island valued at \$2,800,000 which, less liabilities, has an equity of \$2,100,000. Mr Meadows says he is currently in arrears of \$10,000 in respect of payments to the ASB. Another house on Waiheke Island is owned by a company of which Mr Meadows is the sole director and shareholder. This property is also situated at Waiheke with a value of \$2,720,000 which, less liabilities, has an equity of \$470,000. There are other assets including horses and high end motor vehicles, the latter of which have no apparent equity. Rental income received by Mr Meadows and his wife from the properties owned by the Trust and the company totals \$148,360. No market valuations were provided for any of the assets referred to above. This picture does not, in my view, give a picture of impecuniosity.

[54] It is not clear from the affidavits whether Mr Meadows has looked for other work, following his dismissal.

[55] The Authority is of the view that Mr Meadows is not suffering financial hardship such to alter the balance of convenience in his favour.

[56] Overall, it is my view that Mr Meadows is able to bear the burden of not being reinstated in the interim.

Minimal delay to substantive investigation and adequate remedies available

[57] If Mr Meadows is found to have been unjustifiably dismissed, remedies of lost wages and compensation for distress will be available to him, subject to any appropriate reductions for contributory conduct, as well as the prospect of the permanent reinstatement remedy.

[58] The Authority offered Mr Meadows the opportunity to have all of his claims dealt with at an early date in mid-February 2020. However, Mr Meadows insisted on the Authority

dealing with his application for urgent reinstatement on the papers. As there were delays in receiving some of the evidence, the Authority was not able to deal with the interim application before mid-February 2020. The Authority is able to deal with all of Mr Meadows' substantive matters at the end of next month, April 2020. This is relatively soon. I consider the overall balance on the above factors to lie with Glory in the interim period.

Overall justice

[59] Standing back from the evaluation of whether there was an arguable case and a consideration of the factors in the balance of convenience, I have concluded that the overall justice of the matter, for at least the period until the substantive determination, favours declining Mr Meadows' interim reinstatement. I remind the parties, that at this stage the evidence that I received is untested. Broad impressions can be drawn from the affidavits and documents provided. However, there are many conflicts in the evidence which cannot be resolved at this early stage. That is the function of the Authority's substantive investigation meeting to be held at the end of April 2020. This determination on the interim reinstatement application has not decided whether Mr Meadows was unjustifiably dismissed or whether, if he was, he will be reinstated.

Costs

[60] Costs associated with this interim determination are reserved and will be dealt with when dealing with costs relating to the substantive matters.

Direction to mediation

[61] The parties are directed to attend mediation within 14 days of this determination.

Anna Fitzgibbon
Member of the Employment Relations Authority