

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2023] NZERA 184
3159264

BETWEEN ELLIE SHENTON
 Applicant

AND THE BIG CLEAN CHARITABLE
 TRUST and WOFO LIMITED
 Respondents

Member of Authority: Philip Cheyne

Representatives: David Cain, advocate for the Applicant
 Simon Claver, advocate for the Respondents

Investigation Meeting: 4 October 2022 in Dunedin

Submissions and
Information Received: 7 October 2022 and 16 January 2023 from the Applicant
 11 October 2022, 17 October 2022, 12 January 2023 and 20
 January 2023 from the Respondent

Date of Determination: 17 April 2023

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] The Big Clean was established by deed as a charitable trust. The trustees applied for incorporation as a board under the Charitable Trusts Act 1957. The Big Clean was registered and became a body corporate on 11 September 2020. On 17 February 2022, the Registrar

made a declaration of dissolution for The Big Clean. The dissolution was recorded on the register on 21 February 2022.

[2] Wofo Limited was incorporated under the Companies Act 1993 in 2017. The company remains registered and operates a business.

[3] Andrew Wills and Christopher Mackle signed the trust deed as trustees and formed the Board of Trustees of The Big Clean. They are also shareholders in and the directors of Wofo Limited.

[4] Wofo Limited operates a booking platform for clients to book independent contractors to perform work. The Big Clean sought to arrange clients to engage cleaners and pay them a living wage. The Big Clean used Wofo Limited's booking platform.

[5] Mr Mackle wrote to Ellie Shenton in April 2021 offering her a position with The Big Clean Charitable Trust as "Customer Service Administration". There is a signed written employment agreement.

[6] Ms Shenton worked from 14 April 2021 until September 2021. There was a meeting by phone call on 3 September 2021 between Ms Shenton, Mr Wills and Mr Mackle. Ms Shenton says she was told that her position was redundant during this call.

[7] Through a representative, Ms Shenton raised personal grievance claims with The Big Clean Charitable Trust by letter dated 27 September 2021 (unjustified disadvantage and unjustified dismissal). By the representative's second letter dated 4 October 2021, Ms Shenton raised those personal grievance claims with Wofo Limited. Claims for the recovery of arrears of wages were also outlined in these letters.

[8] In December 2021 Ms Shenton commenced action in the Authority against The Big Clean Charitable Trust and Wofo Limited. The action included a claim for arrears of wages and an action for a penalty. Matters were not resolved, despite mediation. The arrears and

penalty claims were later discontinued. What now remains for determination are Ms Shenton's personal grievance claims arising from the termination of her employment.

The Authority's investigation

[9] Both parties provided documents and lodged statements of evidence. Ms Shenton and Mr Mackle gave evidence in person and answered questions.

[10] The representatives lodged written submissions sequentially as agreed. Mr Cain did not lodge any further submissions in reply.

[11] Later, I sought a copy of a document which had not been produced in evidence before the investigation meeting. The parties were offered and took the opportunity to make further submissions.

Issues

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

[13] The issues are:

- (a) Did Wofo Limited employ Ms Shenton?
- (b) What is the effect of the dissolution of The Big Clean on this application?
- (c) Has Ms Shenton's employer established justification?
- (d) What if any remedy is Ms Shenton entitled to?

[14] It is first helpful to explain more about what happened during the employment and when it ended.

What happened?

[15] Ms Shenton had applied for a cleaning job in 2020. Mr Mackle retained her contact details and messaged Ms Shenton in February 2021 to asked if she was interested in “sales and account management” work. Mr Mackle in his message introduced himself as “Chris from The Big Clean (and wofo)”.

[16] There were further exchanges, including about financial assistance available from WINZ to support Ms Shenton’s employment. As it eventuated, The Big Clean received WINZ financial support for Ms Shenton’s employment from 30 April 2021 to 30 August 2021. That support could have continued to 29 September 2021, but it was not claimed.

[17] On 8 April 2021 Mr Mackle as “Founder/Trustee” wrote to Ms Shenton on behalf of “The Big Clean Charitable Trust” to offer her employment with the Trust. The letter included a proposed agreement. Ms Shenton was asked to sign and return the agreement if she wished to accept the offer. Ms Shenton did that and started work on 14 April 2021.

[18] The letter had “The Big Clean” in a boxed header. The cover page of the agreement also showed “The Big Clean” in a boxed header. The intituling then read “INDIVIDUAL EMPLOYMENT AGREEMENT”, “The Big Clean Charitable Trust (Employer) “Ellie-Beth Shenton (You)”.

[19] The following pages do not include the boxed header, but all show “The Big Clean Charitable Trust” as a footer. The first of the following pages states “This Agreement ... is made on Thursday 8th April 2021”. Under the heading “Between”, it states “See item 1 of the Schedule (Employer)” and “See item 2 of the Schedule (You)”. There is then a brief “BACKGROUND”, followed by 10 pages of terms ending with the signatures.

[20] Following the signatures is the last page headed “SCHEDULE”. Item 1 in the schedule just lists the address for the business, not the employer’s name. Item 2 lists

Ms Shenton's name. It is signed by Mr Mackle. Mr Mackle wrote "Director" as his title. Andrew Wills witnessed the agreement, without writing his title.

[21] Every individual employment agreement must include the name of the employee and the employer concerned.¹ The trust's name under its deed is "The Big Clean" and it was incorporated under that name.

[22] Despite the omission of the trust's name in Item 1 of the schedule, the misdescription of Mr Mackle's title and the addition of "Charitable Trust" after "The Big Clean", the signed agreement in substance met the statutory requirement to include the employer's name. The identity of the proposed employer was apparent from the letter of offer. The employer's name is on the cover page.

[23] Before Ms Shenton signed the agreement, she confirmed in a txt message that she had read through it and had spoken to her parents about it. Ms Shenton did not query the employer's identity.

[24] The Big Clean and Wofo Limited operated from offices at Rogers House in Princess Street, Dunedin. Mr Mackle and Mr Wills worked there. Ms Shenton was also based there. Ms Shenton's evidence is that she worked "mainly" for The Big Clean to begin with but also did some tasks for Wofo Limited. There is no reason to doubt this evidence.

[25] Ms Shenton normally worked 30 hours per week Monday to Friday and was paid weekly by The Big Clean, except on 27 July 2021 the payment was from Wofo Limited's bank account. There is no reason to doubt Mr Mackle's evidence that this was an administrative mistake. The Big Clean reimbursed Wofo Limited for that payment. PAYE and Kiwisaver deductions and contributions throughout the employment were by The Big Clean. Ms Shenton received a number of computer payslips during her employment. All those payslips showed payments from "The Big Clean".

¹ Employment Relations Act 2000 s 65(2)(a)(i).

[26] The Big Clean direct credit payments to Ms Shenton's bank account showed they were from The Big Clean, but at least some also showed "Wofo" in the details field. I accept the evidence that the bank payment system generated the details field, based on a payment Wofo Limited made to Ms Shenton's account for some work for Wofo Limited before her employment by The Big Clean.

[27] Wofo Limited employed an administrator (Georgia), who was based at Rogers House. Georgia resigned at the end of May 2021. Ms Shenton's evidence is that Georgia trained her in all aspects of the role as she was to take over it, alongside her work for The Big Clean. In a January 2022 email, Georgia says when she handed in her resignation, she was asked by Mr Mackle to train Ms Shenton in the Wofo Limited booking systems and to get her familiar with the daily tasks as he wanted Ms Shenton to take over Georgia's role once she left. There is a message exchange between Georgia and Ms Shenton in 2022, where Ms Shenton outlined the work she did in "healthcare admin" after Georgia left. Only Wofo Limited provided services in "healthcare admin".

[28] Mr Mackle's evidence is that Georgia was not instructed to train Ms Shenton in the role, and that Ms Shenton used the Wofo platform as part of her work for The Big Clean, so was familiar with it in any event. His evidence is that he managed the Wofo booking platform after Georgia left. Mr Mackle says that in the fortnight after Georgia left, he booked 149 shifts while Ms Shenton booked four shifts for The Big Clean. That evidence is in response to Ms Shenton's evidence that 70% of her tasks after Georgia left were for Wofo Limited. In other evidence, Mr Mackle challenges some specifics of Ms Shenton's claim about the extent of her doing tasks for Wofo Limited.

[29] I accept that Ms Shenton performed some tasks for Wofo Limited and that the extent of that work probably expanded after Georgia left. It is not likely that Mr Mackle and Mr Wills ensured that they alone performed all the administrative tasks for Wofo Limited after Georgia's resignation, when Ms Shenton had the necessary skills to do that work and had time to do that work, alongside her work for The Big Clean.

[30] Throughout Ms Shenton's employment, her email address had the domain name "thebigclean.nz". Ms Shenton's email included a signature block with "The Big Clean" logo alongside her name and title as "Customer Service Assistant".

[31] New Zealand moved into Covid-19 Alert Level 4 on 17 August 2021.

[32] The Big Clean's work could not continue during the Level 4 lockdown. At some point in August 2021 Ms Shenton temporarily relocated from Dunedin to Queenstown.

[33] The Big Clean applied to the Ministry of Social Development (MSD) for a Covid-19 wage subsidy to cover Ms Shenton on 20 August 2021 but the application was declined on 22 August 2021.

[34] By email on 1 September 2021, Mr Wills sent Ms Shenton a letter dated 31/08/2021 from The Big Clean headed "Potential Redundancy", together with a paper titled "Restructure Proposal". Ms Shenton was invited to meet by Zoom or phone on Friday 3 September 2021.

[35] I will paraphrase the email, letter, proposal and Ms Shenton's reply email. Mr Wills referred to The Big Clean's lack of revenue prior to the lockdowns, exacerbated by lockdowns, which was insufficient for it to be self-supporting. The Big Clean had incurred substantial losses over the past financial year. Despite a hold on recruitment, attempts to increase sales and borrowing to cover losses, staffing structure changes were needed for its survival. The proposal was to disestablish Ms Shenton's position. Following the meeting, there would be a consultation process that would take approximately a week, following which the employer would communicate its final decision. Ms Shenton was welcome to be supported or represented at the meeting.

[36] Ms Shenton replied that she understood what was being said and agreed to meet.

[37] The meeting on 3 September 2021 took place by phone. Ms Shenton's evidence is that she was told during the call that her position was being made redundant. Ms Shenton says that the decision had already been made. Ms Shenton asked about the Covid-19 wage

subsidy but was told that MSD had declined the application. Ms Shenton's evidence is that Mr Mackle said they could give her cleaning work but she was not very good at that. Ms Shenton says that Mr Mackle told her during the conversation that she had lost her job.

[38] Mr Mackle's evidence is that they asked Ms Shenton if she had any ideas to keep her role going at The Big Clean. Ms Shenton asked about a Covid-19 wage subsidy and Mr Mackle told her that they had applied but been declined by MSD. Mr Mackle says that they offered Ms Shenton "some cleaning hours", but she declined that work. His evidence is that they had earlier asked if Ms Shenton would do some cleaning, but Ms Shenton had declined it saying that she was not that good at it and did not like that work. Mr Mackle says that Ms Shenton understood they would try to figure out other ideas, following the call.

[39] The next contact was an email exchange on 6 September 2021 between Ms Shenton and Mr Wills. Ms Shenton said she was "in shock about your decision" to make her redundant, asked for "the letter" for her benefit application and queried the payment shown on an earlier payslip for 18 hours annual leave without her "knowledge". Ms Shenton asked to be sent payslips for the past week, current week and the next week.

[40] Mr Wills replied several hours later. Mr Wills said that "it" was not something they wanted "to do", but as discussed, The Big Clean did not have revenue to support Ms Shenton's role. Mr Wills then wrote:

As you were so understanding of the situation on Friday, we propose giving you your 2 weeks' notice today, meaning your last pay would be on the 21st. Although, as we said, there isn't really anything for you to do in the office so there is no need for you to be here.

...

[41] Mr Wills also said that the annual leave had been a mistake, would be corrected and that payslips would be sent.

[42] Ms Shenton replied promptly, thanked Mr Wills for the response and for the opportunity to work with him and Mr Mackle. Ms Shenton asked for a written reference.

[43] Mr Wills sent Ms Shenton a reference on 8 September 2021 and confirmed that she could give his name as a referee. The reference is on “The Big Clean” letterhead and in the name of Mr Wills as ‘Trustee’. It opens:

To whom it may concern,
As Managing Director of Wofo and co-founder and Trustee of The Big Clean charitable trust, it is with great enthusiasm that I write this reference for Ellie.

[44] The text of the reference is very positive, but does not otherwise specifically identify the employer.

[45] To paraphrase, Ms Shenton’s evidence is that she was dismissed during the phone meeting. Her email of 6 September 2021 reflects that. Mr Mackle’s evidence is that the phone meeting ended with them to consider the restructuring proposal, before making a decision. The Big Clean gave Ms Shenton notice of dismissal following her 6 September 2021 email. Mr Wills’ email reflects that sequence.

[46] I accept Mr Mackle’s evidence about the substance of the 3 September phone meeting. In its 1 September written proposal, The Big Clean advised it would take approximately a week to consider feedback following the 3 September meeting. It is not inherently likely that Mr Mackle would depart from that plan during the 3 September meeting. Following the meeting, The Big Clean proposed shortening the consultation period to give Ms Shenton notice. Ms Shenton in reply on 6 September accepted that proposal. Ms Shenton was given notice of her dismissal on 6 September 2021, not during the phone meeting on 3 September 2021.

[47] The employment agreement provided that the employer may terminate the agreement by four weeks’ written notice. It also expressly excluded an entitlement to “redundancy payment” if Ms Shenton’s position was made redundant.

Did Wofo Limited employ Ms Shenton?

[48] The argument here is that Ms Shenton was jointly employed by Wofo Limited and The Big Clean.

[49] It is possible for an employee to have joint employers.² I am referred to several cases. However, I do not accept that the present circumstances are similar to those in *Munro v Village Care New Plymouth Limited t/a Highlands Lodge*.³ There is no basis to set aside the separate legal personalities of The Big Clean and Wofo Limited, in the way that the Authority did in the *Munro* case. Taking the evidence of Ms Shenton and Mr Mackle alongside the offer and employment agreement and other documentary material about events in March and April 2021, I find that Ms Shenton was employed by The Big Clean alone. Wofo Limited did not act in the capacity of Ms Shenton's employer.

[50] *Orakei Group (2007) Ltd v Doherty*⁴ was a case where the employee was offered and accepted employment by the Orakei Group (2007) Ltd, but he worked in Wellington where the business was operated by a related company. When the related company encountered financial difficulties, steps were taken to quarantine its operations from Orakei Group (2007) Ltd. The related company started to pay the employee's salary. However, there was no evidence that the employee was advised of that change. In later proceedings in the Employment Relations Authority, the related company admitted liability and orders were made against it. Subsequently, the related company went into liquidation. The Authority then ordered Orakei Group (2007) Ltd to pay the sums ordered against the related company. On Orakei Group (2007) Ltd's challenge to that order, the Employment Court found that it and the related company acted in concert in the employee's employment. The Court affirmed the principle that two employers may jointly employ one employee, based on the element of common control.

² *Hutton v Provencocadmus Ltd (in rec)* [2012] NZEmpC 207.

³ *Munro v Village Care New Plymouth Limited t/a Highlands Lodge* ERA Wellington WA88A/04, 14 October 2004.

⁴ [2008] ERNZ 345.

[51] Here, the business in which Ms Shenton was offered and accepted work was operated by The Big Clean, not Wofo Limited. While employed by The Big Clean, Ms Shenton performed some limited tasks for Wofo Limited. However, Ms Shenton was not paid by Wofo Limited (except once by mistake), and payment of her wages was not taken over by The Big Clean in an attempt to quarantine Wofo Limited's operations.

[52] In *Mehta v Elliot* the Court held that the question of who was the employer must be determined at the outset of the employment. If that changed, there must be evidence of mutual agreement to the change.⁵ In the present case, the employer at the outset was The Big Clean. The only evidence to indicate any change is that the limited tasks Ms Shenton performed for Wofo Limited probably increased. However, those tasks filled in time when Ms Shenton was not busy in her work for The Big Clean. I do not accept Ms Shenton's evidence that they occupied a majority of her time. Occasional performance of tasks for the company, at the request of a trustee who was also a company director, falls well short of establishing mutual agreement to create an employment relationship with the company.

[53] The reference does not evidence mutual agreement of an employment relationship between Ms Shenton and Wofo Limited. Mr Wills simply mentioned his position as managing director of Wofo Limited by way of qualifying himself to give the reference, not by way of identifying Ms Shenton's employer.

[54] Ms Shenton was never employed by Wofo Limited to do work and there was never a contractual relationship between them to support a finding that there was a contract of service between Ms Shenton and Wofo Limited.

[55] I find that Wofo Limited was not Ms Shenton's employer, jointly or on its own. The claims against Wofo Limited based on an employment relationship must fail.

⁵ *Mehta v Elliot (Labour Inspector)* [2003] 1 ERNZ 451.

What is the effect of the dissolution?

[56] The Big Clean was established as a trust and Mr Mackle and Mr Wills were appointed as trustees in 2005 by deed.

[57] In 2020, the trustees applied for incorporation of the trustees as a board under the Charitable Trusts Act 1957 (CTA). The board was registered in 2020 and became a body corporate. The Registrar declared that the board was dissolved in February 2022.

[58] The fact of the dissolution means that the Registrar was satisfied that The Big Clean was no longer carrying on its operations.

[59] Dissolution under the CTA is not the same as liquidation. The CTA separately provides that a board may be put into liquidation by the court – see s 25 of the Charitable Trusts Act 1957. If a board is put into liquidation, the CTA provides that Parts 16 and 17 of the Companies Act 1993 apply (modified as necessary) to the liquidation. If the board had been put into liquidation, these legal proceedings could not have continued, except with the liquidator's consent or by court order.⁶

[60] The CTA does not provide that a board's dissolution by the Registrar engages the Companies Act provisions applicable to a liquidation. The CTA only provides that on dissolution of a board by the Registrar, all surplus assets after payment of liabilities shall be disposed of as directed by the court.⁷ There is no evidence of an application to or directions by a court regarding The Big Clean's assets. Dissolution of the board as provided for in the Act does not on its own affect the trust formed by the 2005 deed.

[61] It is submitted that The Big Clean was forced into "liquidation" but that is not supported by evidence. The Big Clean was dissolved, not placed in liquidation.

⁶ Companies Act 1993 s 248.

⁷ Charitable Trusts Act 1957 s 27.

[62] These proceedings are not affected by the dissolution of the board under the Charitable Trusts Act 1957.

Has The Big Clean established justification?

[63] The Big Clean dismissed Ms Shenton.

[64] Whether the dismissal was justifiable must be determined on an objective basis by assessing whether the employer's actions and how it acted were what a fair and reasonable employer could have done in all the circumstances at the time. I must consider whether the employer sufficiently investigated the matter having regard to its available resources; whether it raised its concerns with Ms Shenton before deciding to dismiss her; whether it gave her a reasonable opportunity to respond to the concerns before dismissing her; and whether it genuinely considered her responses before deciding to dismiss her. I may consider other factors, if appropriate.

[65] A fair and reasonable employer will comply with its statutory duties and contractual obligations. Good faith requires an employer who is proposing to make a decision that is likely to have an adverse effect on the continuation of an employee's employment, to provide the employee with access to relevant information and an opportunity to comment before the decision is made.

[66] It is submitted that the redundancy was a "sham" and that Ms Shenton was "targeted" for dismissal. However, the evidence is that Mr Mackle and Mr Wills were supportive of Ms Shenton throughout the employment. Ms Shenton recognised that in her 2.33pm email on 6 September 2021. Ms Shenton also asked if Mr Wills would be a referee for her, reflecting her view that it had been a positive employment relationship. There is no evidence to support the contention that Ms Shenton was "targeted". In its restructuring proposal, The Big Clean referred to the "highly competitive" nature of the industry and the substantial losses that it had incurred despite its best efforts over the previous year, all exacerbated by the Covid-19 pandemic. I find that there was a genuine redundancy situation.

[67] The Big Clean ceased its operations.

[68] The Big Clean is a small trust with limited resources. It investigated the redundancy situation by applying for a Covid-19 wage subsidy which was declined, compiling the written proposal, meeting with Ms Shenton and considering her comments during the meeting and her follow-up email before deciding to disestablish Ms Shenton's position.

[69] The Big Clean raised its concerns about its financial sustainability, gave Ms Shenton an opportunity to respond and considered her feedback (except as set out below) before deciding to proceed with the restructuring proposal and disestablishing Ms Shenton's position.

[70] It is submitted that The Big Clean failed to consider redeployment for Ms Shenton. In evidence is a 10 September 2021 TradeMe listing by Wofo Limited for an Office Administrator. Mr Mackle's evidence is that Wofo Limited did not appoint anyone to the role. There is no reason to doubt that evidence. In any event, I accept that The Big Clean did not owe a duty to Ms Shenton to arrange for Wofo Limited to offer her employment, such as the position in the TradeMe listing.

[71] However, The Big Clean's actions fell short of the actions that a fair and reasonable employer could have taken in the circumstances in several specific ways.

[72] I accept the evidence of Ms Shenton that she had limited access to The Big Clean's financial records. While Ms Shenton had a general understanding of the sales performance for The Big Clean, she did not know its profit and loss situation. In evidence now is a profit and loss statement only for July, August and September 2021. It supports the contention of "substantial financial losses" in August 2021, but not earlier. The profit and loss statements for August and July were relevant information and should have been disclosed to Ms Shenton.

[73] The employment agreement required The Big Clean to give four weeks' written notice of dismissal. However, The Big Clean gave Ms Shenton only two weeks' written notice of

dismissal. The Big Clean paid the shortfall in notice to Ms Shenton in January 2022, after the present claim had been lodged.

[74] The failure by The Big Clean to properly disclose profit and loss statements and its failure to give Ms Shenton four weeks' written notice of dismissal were not minor defects. They resulted in Ms Shenton being treated unfairly. Ms Shenton should have been given a proper opportunity to understand the financial position faced by The Big Clean and should have been given (and paid) proper notice at the time of her dismissal.

[75] To summarise, The Big Clean did not adequately consult about the redundancy and did not give Ms Shenton proper notice of her dismissal. However, I find that The Big Clean has proven that there was a genuine redundancy situation.

[76] I find that Ms Shenton was unjustifiably dismissed and that she has a personal grievance.

[77] Ms Shenton did not contribute in a blameworthy manner to the circumstances giving rise to her personal grievance.

What if any remedy is Ms Shenton entitled to?

[78] Ms Shenton started work at new employment within the period of notice she was entitled to receive.

[79] Ms Shenton's advocate confirmed that there is no claim for lost remuneration, as no lost remuneration was suffered by Ms Shenton.

[80] Ms Shenton is entitled to compensation for humiliation, loss of dignity and injury to her feelings caused by the procedurally unjustified dismissal in the context of a genuine redundancy situation.

[81] To the extent Ms Shenton's evidence is directed as the consequences caused by the loss of employment, I must disregard that evidence. Ms Shenton also gave evidence about her

being “shocked and devastated” when she saw the Wofo Limited position advertised on TradeMe shortly after she was dismissed. However, as explained above, that was not part of her established personal grievance.

[82] I accept Ms Shenton’s evidence about the effect on her financial arrangements by not being provided with written notice of dismissal due to redundancy. This caused unnecessary stress, sleeplessness, tearfulness and worry. It affected Ms Shenton’s ability to explain her lack of employment to prospective employers, causing her embarrassment that could have been avoided.

[83] The evidence establishes a reasonably low level of proven loss. It is similar to the level of loss established in *Butler v Ohope Chartered Club Incorporated*, setting aside the differences in duration of employment and the circumstances of the personal grievances.⁸ In that case, an award of \$7,000.00 was affirmed by the Employment Court. I fix the same amount here.

Summary and Orders

[84] Ms Shenton was not employed by Wofo Limited and her claim against Wofo Limited fails.

[85] Ms Shenton was employed by The Big Clean and was dismissed for genuine redundancy. The dismissal was procedurally unjustified. Ms Shenton was unjustifiably dismissed and has a personal grievance.

[86] To settle her personal grievance, The Big Clean must pay Ellie Shenton compensation of \$7,000.00 by no later than Friday 12 May 2023.

⁸ *Butler v Ohope Chartered Club Incorporated* [2021] NZEmpC 80.

[87] Costs are reserved. If costs are not agreed, a claim for costs may be made by lodging and serving supporting submissions within 14 days of this determination. The other party may lodge and serve submissions in reply within a further 14 days. I will then determine costs, taking account of those submissions in the context of the Authority's approach to costs.

Philip Cheyne
Member of the Employment Relations Authority