

**NOTE: This determination
contains an order prohibiting
publication of certain
information at [1] – [3]**

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

**I TE RATONGA AHUMANA TAIMAHI
TE WHANGANUI A TARA ROHE**

[2026] NZERA 296
3321660

BETWEEN	MEREANA KENNEDY Applicant
AND	REMARKABLE PEOPLE LIMITED Respondent

Member of Authority: Sarah Kennedy-Martin

Representatives: Junhee Hong, counsel for the Applicant
Naoimh McAllister, counsel for the Respondent

Investigation Meeting: 20 January 2026 in Wellington

Submissions received and Information Received: Up to and including 30 April 2026 from both parties

Determination: 13 May 2026

DETERMINATION OF THE AUTHORITY

Non-publication order

[1] Under clause 10 of schedule 2 of the Employment Relations Act 2000 (the Act) a non-publication order was made concerning the name and identity of the candidate who was also an employee of Remarkable People Limited. Both parties referred to that employee by name in oral evidence and documents lodged in the Authority. The employee is not a party to this proceeding and did not give evidence.

[2] When considering non-publication orders and the usual test that applies¹ it has previously been accepted the identity of third parties who are not parties to a proceeding can remain confidential. With that in mind it was appropriate in this case to make a non-publication order in relation to the name and any identifying details of the employee who was not a party but was referred to in evidence. That employee is referred to in this determination as “the candidate”.

Employment Relationship Problem

[3] Mereana Kennedy was employed by Remarkable People Limited (RPL) as an account manager from 19 February 2024 having previously worked for RPL in 2021 in a different role. She resigned on 7 May 2024 after difficulties in the workplace following inappropriate communications from a candidate who was also an employee of RPL.

[4] The candidate was part of Ms Kennedy’s case load and in her role she was required to place candidates with clients of RPL on an ongoing basis. Ms Kennedy says her employer did not take appropriate steps to keep her safe from the candidate’s escalating behaviour. In light of there being no option other than to work in the office, where she felt unsafe, she had no choice but to leave. Ms Kennedy says her resignation should be treated as a constructive dismissal and seeks compensation and lost wages.

[5] RPL operates a recruitment and labour supply business throughout New Zealand. RPL says it was aware of the workplace difficulties raised by Ms Kennedy but it took reasonable steps to address her concerns. RPL denies Ms Kennedy told it how serious her concerns were or that she was in a position where she had to resign. Any suggestion she was asked to resign was denied.

[6] In addition, RPL says there was a casual employment agreement between the parties and Ms Kennedy chose to resign for her own reasons which cannot amount to a constructive dismissal. RPL also says some of Ms Kennedy’s claims were not raised in time and those claims cannot proceed in the Authority because of the statutory 90-day time frame for raising personal grievances. RPL says Ms Kennedy was not

¹ *Erceg v Erceg* [2016] NZSC 135 and *MW v Spiga Ltd* [2024] NZEmpC 147 at [94].

constructively dismissed and it acted as a fair and reasonable employer in the circumstances at the time.

The Authority's investigation

[7] For the Authority's investigation written witness statements were lodged from Mereana Kennedy, Melanie Mitchell, General Manager of People and Performance and Josh Laird, former RPL employee. All witnesses answered questions under oath or affirmation from me and the parties' representatives. The representatives also gave oral and written closing submissions.

[8] 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.

The issues

[9] The issues identified for investigation and determination were:

- (a) Whether all of Ms Kennedy's grievance claims were raised within the required 90-day statutory timeframe?
- (b) Whether Ms Kennedy's employment was casual?
- (c) Whether Ms Kennedy unjustifiably disadvantaged and/or constructively dismissed by RPL and if so, what remedies should flow?
- (d) If any remedies are awarded, should they be reduced (under s124 of the Act) for blameworthy conduct by Ms Kennedy that contributed to the situation giving rise to her grievance?

Were the grievances raised within the 90-day statutory timeframe?

[10] Ms Kennedy resigned on 7 May 2024 and on 15 May 2024 she sent an email to Ms Mitchell raising a number of concerns. RPL responded on 16 May 2024 acknowledging Ms Kennedy had attempted to raise claims in her email but said she had not done enough to raise a personal grievance and in any event denied she had a personal grievance in relation to any of the matters raised.

[11] On 3 July 2024, RPL received an email from a representative acting for Ms Kennedy that recorded the following:

We are instructed to act for Mereana Kennedy. We write in relation to the personal grievance for constructive dismissal, raised with the company by our client on 15 May 2024. Please kindly confirm by Friday 5 July 2024 that the company is agreeable to attend mediation with MBIE. If we do not hear back from you we will lodge a Statement of Problem in the Employment Relations Authority and seek a direction to mediation.

[12] RPL says Ms Kennedy's email dated 15 May 2024 was not sufficiently particularised to have raised a grievance on its own or by way of the later email from Ms Kennedy's representative referring to constructive dismissal. The lodging of the statement of problem was on a date more than 90 days after Ms Kennedy's employment ended and s 114 of the Act prevents personal grievances being raised outside of the applicable employee notification period which in this case was 90 days. RPL said that means Ms Kennedy's matter could not proceed in the Authority. Furthermore, RPL says additional matters were raised in the statement of problem that were not in the original email. It says those matters are clearly outside of the Authority's jurisdiction.

[13] Ms Kennedy's 15 May email recorded in the subject line "mediation for compensation for constructive dismissal" and broadly covers four topics of which two relate to what she described in that email as harassment of her by the candidate which is central to the constructive dismissal claim set out in the statement of problem. The email concluded:

I've never felt bullied or harassed or unappreciated or to feel second class, uncared for and worthless in any of my workplaces until now.

As uncomfortable and unpleasant as this maybe I am open for a mediation meeting. Everything in brackets is what I would like out of our mediation talk. I have a meeting with a lawyer on Monday.

[14] Recorded in brackets the things Ms Kennedy wanted:

- I'd like to be financially compensated for loss of wages
- I'd like a written apology from Paddy
- I would like my car I sold replaced by RP
- I'd like any sanctions removed

[15] RPL responded saying it did not accept Ms Kennedy had any grounds for a constructive dismissal. It referred to the fact she was on a casual employment agreement and said she chose to end her employment of her own accord. Detail was recorded about why RPL said Ms Kennedy's safety concerns about RPL's candidate and his conduct towards her had already been addressed. A number of other issues were also responded to and included Ms Kennedy's request RPL replace her personal vehicle, a ban or "sanction" on working for other traffic management companies and an apology that Ms Kennedy wanted.

[16] Mr O'Regan was the National Key Accounts Manager. After a restructure Ms Kennedy was briefly reporting to him. Mr O'Regan dealt with Ms Kennedy's concerns about the candidate's behaviours and he was discussing this with her on the day she resigned. Mr O'Regan told Ms Kennedy as he drove her home straight after her resignation she would not be able to work for any traffic company due to having held a position with RPL.

[17] Mr O'Regan initially sought HR assistance from Ms Mitchell in relation to Ms Kennedy's complaints regarding the candidate's communications with her. Ms Mitchell gave evidence about what she did in response to becoming aware of Ms Kennedy's concerns but Mr O'Regan did not give evidence at the investigation meeting. Ms Kennedy's evidence about what Mr O'Regan said to her is largely unchallenged because it has not been refuted by RPL and I will return to this below.

Ms Kennedy did raise a personal grievance

[18] There is no particular formula of words that must be used when raising a grievance. What is required is that the employer must know what it is responding to and to facilitate this there must be sufficient information to allow the employer to respond to the grievance on its merits with a view to resolving it soon and informally in the first instance. The employee does not have to state how they would like the matter resolved but they do have to communicate the substance of the complaint sufficiently to the employer.²

[19] In the context of raising a constructive dismissal claim there was information in the 15 May email about the employment relationship problem Ms Kennedy wanted to bring to her employer's attention. In particular, about her safety concerns related to

² *Chief Executive of Manukau Institute of Technology v Zivaljevic* [2019] NZEmpC, 132 at [36].

RPL's candidate and the "sanction" preventing her working for other traffic management companies.

[20] Ms Kennedy set them out in her 15 May email in this way:

As I made you aware [name of candidate] was harassing me in and out of work hours, he became so unstable in his behaviour I started to feel unsafe working on my own in an upstairs office. However I am thankful for the unpleasant and unwelcomed experience as it brought to my attention the lack of safety concerns there was for my well being from RP. (I'd like to be financially compensated for loss of wages).

I've had 1 30 day review despite being there nearly 3 months and having this unpleasant carry on with [the client]. I was spoken to by my RP employer Paddy which left me hurt and in tears. (I'd like a written apology from Paddy).

...

Paddy asked me at least 3 times to work for RP using my STMS ticket

(I no longer want to work for RP)

When I didn't give an answer as I thought it insulting and didn't deserve an answer he continued to say I would not be able to work with any traffic company due to my position held with you. (I'd like any sanctions removed)

[21] RPL's response to Ms Kennedy's email referred to the steps it had taken to address Ms Kennedy's concerns but drew a distinction between harassment and what had been raised with it by Ms Kennedy. It accepted Ms Kennedy had complained about the candidate's behaviour and RPL accepted Ms Kennedy had concerns about her safety. The emails between Ms Mitchell and Mr O'Regan accept that at least one text they had seen was inappropriate and in general the communications were unprofessional to the extent work boundaries were crossed.

[22] The safety concerns about the candidate were addressed by meeting with Ms Kennedy and putting a plan in place. The candidate was removed from reporting to Ms Kennedy, Mr O'Regan took over managing him and Ms Kennedy was to lock the door of the office. It was also noted these concerns were only raised in Ms Kennedy's last week.

[23] While the focus in the response from RPL to Ms Kennedy's grievance was on the word harassment, saying she had not previously told the employer she was harassed, RPL was aware Ms Kennedy was talking to it about the safety concerns about the

candidate's communications with her. There is a fine line between accepting there are safety concerns and harassment when the problem the employer is dealing with is repeated unwanted and unprofessional communications between two employees.

[24] The 15 May email set out Ms Kennedy's concerns about her safety at work because of the candidate's behaviour towards her and very clearly stated it was the reason she left and what she wanted done about that. While Ms Kennedy used the term harassment the problem she was raising was the safety concerns previously raised and there was enough information in the email for RPL to understand that.

[25] In relation to the sanction preventing Ms Kennedy from seeking employment elsewhere, Ms Mitchell must have accepted such a sanction was in place because she recorded she was happy to remove it to allow Ms Kennedy to work with any of RPL's clients. The letter went further and explained this was because RPL did not want to prevent Ms Kennedy from working. It was clear what Ms Kennedy wanted the employer to do about that and Ms Mitchell addressed that issue.

[26] Employees do not have to state how they would like the matter to be resolved when a personal grievance is raised but they do have to make it clear what the problem is so the employer knows what it is responding to with a view to resolving it at the earliest opportunity.³

[27] Ms Kennedy also recorded that she wanted lost wages and at the end of the email she requested mediation with RPL. The subject line of the email also referred to mediation along with compensation and constructive dismissal. She also wanted reimbursement for a car she sold when she started work at RPL.

[28] The response from RPL was an open letter so it can be taken into account by the Authority.

[29] These communications read together refer to the problem with the candidate and the sanction on her employment and made it clear Ms Kennedy wanted to engage with her employer about that. In her email she referenced constructive dismissal in the subject line, said she would seek advice from a lawyer and then RPL received the email from a lawyer making it clear what was being requested of RPL. Mediation was

³ Above n2 at [38].

specified as a first step and if there was no response to the request for mediation, a personal grievance claim for constructive dismissal would be lodged in the Authority.

[30] I am satisfied Ms Kennedy raised a personal grievance in her 15 May letter and when read together with her representative's email which made it clear a statement of problem would be lodged in the Authority should RPL not respond. RPL was in receipt of both these emails well within the 90-day time frame. There was sufficient information to have raised personal grievances with RPL about the way Ms Kennedy's safety concerns were handled by RPL and the sanctions placed on her working elsewhere by Mr O'Regan.

[31] However, there was little information in the 15 May email about any alleged bullying by Mr O'Regan against Ms Kennedy arising from comments he made when asking Ms Kennedy to move the work car, the exchanges on the last day Ms Kennedy was at work or the reimbursement for sale of her car. Those matters were not set out in the email in enough detail for RPL to understand those concerns. To the extent they were recorded in the statement of problem more fully those three matters were not raised within the required 90-day time frame.

Was Ms Kennedy a casual employee?

[32] Ms Kennedy started her role with RPL as an account manager on 19 February 2024. Both parties agree employment was initially intended to be casual. She had never worked in an office environment and was keen to gain the experience. Her duties included managing and supporting candidates and placing them with clients.

[33] There was no written individual employment agreement (IEA) other than the one from Ms Kennedy's original period of employment with RPL. The nature of that role was casual because work was dependent on clients of RPL having work for Ms Kennedy.

[34] After five weeks RPL announced a restructure. There was a possibility the branch Ms Kennedy was working in would be closed. After considering the feedback RPL decided to downsize that branch rather than close it. Ms Kennedy had to apply

for her position. She was successful with her application and remained employed by RPL located in the same branch.

[35] All other staff left although one colleague, Josh Laird, remained for four weeks to work out a notice period and to continue to train and supervise Ms Kennedy until a replacement could be found. Mr O'Regan became Ms Kennedy's remote manager.

[36] Ms Mitchell gave evidence it was intended Ms Kennedy would start the new role as a casual employee but Ms Kennedy would have become permanent in that role had she stayed. With that concession even if the parties agreed employment was casual the real nature of the employment relationship appeared to be permanent. The role was office based with regular hours and more akin to a permanent role.

[37] In any event, casual employment does not mean an employee cannot ever be unjustifiably dismissed. The question in this case given RPL's position that Ms Kennedy resigned for her own reasons is whether her resignation can be treated as a constructive dismissal.

Constructive dismissal

[38] Constructive dismissal refers to a situation where, as a result of an employer's action or inaction, an employee's job or workplace becomes untenable, and they are left with no option but to resign. The issue for determination is whether the decisions and actions taken by RPL meant Ms Kennedy's resignation can be considered to be a constructive dismissal. In order for there to be a constructive dismissal, the employer must have in effect dismissed the employee, although technically the employee resigned. The Court of Appeal in *Auckland Shop Employees v Woolworths (NZ) Ltd* set out three non-exhaustive categories of constructive dismissal:⁴

- a. An employer gives the employee a choice between resigning or being dismissed.
- b. An employer has followed a course of conduct with the deliberate and dominant purpose of coercing an employee to resign.
- c. A breach of duty by the employer leads an employee to resign.

⁴ *Auckland Shop Employees v Woolworths (NZ) Ltd* [1985] 2 NZLR 372 at 374-375.

[39] Ms Kennedy relied on the third category that RPL had breached its duty to provide a safe workplace and the duty of good faith in s 4 of the Act, which includes being active and constructive in maintaining a productive employment relationship, and being responsive and communicative. Although RPL put a plan in place and things moved quickly, Ms Kennedy was concerned RPL did not take her concerns seriously and that it failed to react when she says further evidence of the concerning behaviour was brought to RPL's attention. Ms Kennedy says she made Mr O'Regan aware her concerns were such that she would have to resign if an alternative to working in the office could not be identified because she did not feel safe.

[40] A breach of duty by the employer, would require RPL to have committed a sufficiently serious breach of a duty at a level of seriousness to have made Ms Kennedy's resignation reasonably foreseeable.

[41] The correct approach when considering constructive dismissal is to firstly conclude whether the resignation was caused by a breach of duty on the part of the employer and then assess whether the breach of duty by RPL was of sufficient seriousness to make resignation reasonably foreseeable.⁵ Ms Kennedy has the burden of establishing her resignation was actually a constructive dismissal.

What was the reason for Ms Kennedy's resignation?

[42] Approximately two weeks after Ms Kennedy was confirmed in her role she said a candidate's inappropriate comments made her uncomfortable. The comments were conveyed to her in person, by phone and by text message. The candidate was employed by RPL and given placements. It was Ms Kennedy's role to be available to candidates and to communicate with them about their placements with clients of RPL. The candidate was reliant on Mr Laird or Ms Kennedy arranging those placements and communicating with him about which days he had work and where.

[43] Ms Kennedy accepts the candidate was not specifically assigned to her as all staff were responsible for managing candidates. However, after the restructure only she and Mr Laird remained in the office but he was due to leave shortly so the candidate was in that way assigned to Ms Kennedy's case load.

⁵ *Auckland Electric Power Board v Auckland Provincial District Local Authorities Officers IUOW* [1994] 1 ERNZ 168.

[44] Ms Kennedy says initially she thought the candidate's conduct was harmless until the communications had escalated with what she says was him contacting her at inappropriate hours even when she did not respond. Ms Kennedy said he would call or message her as late as 9.00 pm at night, his attempts to communicate with her were frequent and he also appeared in the office unannounced. The content of the communications were of concern to her as they increasingly contained unprofessional references about her.

[45] Ms Kennedy no longer has records of all the communications because they were on her work devices which she returned but it was her evidence that in the final two weeks before she resigned the candidate's behaviour became increasingly erratic and she described it as aggressive.

[46] On 23 April 2024, Ms Kennedy met Mr O'Regan after the restructure was finalised when he flew down to introduce himself, to see Mr Laird and to meet with her because she would soon be working on her own. She says by that stage she had stopped responding to the candidate because she could no longer cope with his behaviour. While they were all in the office Ms Kennedy heard Mr Laird take a call from the candidate and she heard the candidate say "I don't want to work with that bitch she's not answering my phone calls" or words to the effect to Mr Laird. Mr Laird confirmed there was a conversation with the candidate who was upset about not getting work. He said the conversation was negative but he cannot recall whether the candidate used the word "bitch".

[47] Mr Laird asked in front of Mr O'Regan if she had been ignoring a candidate's calls. Mr O'Regan then asked whether she had got back to the candidate to which she replied she had not. Mr O'Regan said to her "That's your job you are expected to answer your phone when a client rings. That is the expectation" or words to that effect.

[48] Ms Kennedy accepts Mr O'Regan had no understanding about what had been happening at that point because the focus was on finalising the restructuring and as a result staff were leaving and she and Mr Laird were the only two staff left in the branch. She says she attempted to explain but Mr O'Regan appeared annoyed and she was not given an opportunity to explain herself.

[49] Ms Kennedy says later that same day the candidate began texting her saying he no longer wanted to work with her. The following day he apologised for being irate and she says this was the pattern of communication that followed.

[50] On or about 26 April 2024, Ms Kennedy spoke with Mr O'Regan on the phone and explained about the candidate calling her a bitch during the phone call with Mr Laird when Mr O'Regan was in the office and informed him the candidate was calling her at night and making inappropriate contact with her. Mr O'Regan said it was "his bad" and reassured her when he flew back down he would take her out for coffee and they would do a whole week's training.

[51] Mr O'Regan came down again the following week and on 29 April met Ms Kennedy for coffee and apologised. She explained further about the candidate's behaviour and Mr O'Regan appears to have been alarmed by what he heard because he told her that he intended to terminate the candidate's placements.

[52] Later that day Ms Kennedy received a message from the candidate at 6.15 pm:

You are a nark I don't trust you I won't be talking to you again

[53] After hearing Ms Kennedy's concerns, Mr O'Regan contacted Ms Mitchell by email seeking to terminate the candidate immediately. Ms Mitchell replied setting out options including an employment process to look into the behaviour. She was clear they could not terminate the candidate summarily because he had been an employee for a year. With regard to the options Ms Mitchell noted he would probably still call and text Ms Kennedy. In the alternative she recommended inviting him to a disciplinary meeting. In which case she would need copies of the texts and statements from Ms Kennedy and Mr O'Regan. Ms Kennedy was asked to send Ms Mitchell the screen shots. Less than 40 minutes later Mr O'Regan emailed Ms Mitchell with what Ms Kennedy sent through and said:

Attached here, but I'm unsure if we'd have enough to go on, supposedly a lot was said verbally now, whereas earlier this morning it was in text messages, see what you think and give me a call if you have any questions.

[54] Ms Mitchell replied at 5.27 pm that day saying she did not think there were grounds to dismiss the candidate or even to do a disciplinary investigation:

From what I can see in this, we don't have grounds to dismiss him, nor even to do any disciplinary to be honest. She definitely needs to set some boundaries with him as he is way over the line with the constant late calls and the last text was inappropriate. If she wants me to send him an email setting some firm boundaries I can do that? Or I'd advise that she strongly tells him he is her employee and he needs to respect that and not send personal messages or call her after say 6pm unless it's to reply about a shift.

[55] Mr O'Regan replied:

Yip I thought as much. I can take over managing him instead, I'm pretty sure he won't flirt with me.

[56] On 1 May, Ms Mitchell met with Ms Kennedy by AVL to discuss appropriate safety measures and put a plan in place. These measures included having the office door locked when there were no scheduled visits from candidates and having Mr O'Regan manage the candidate. Ms Kennedy was to advise if there was any further contact from the candidate or any further concerns she had. Ms Mitchell said Ms Kennedy was happy with those arrangements.

[57] The calls late at night stopped but Ms Kennedy says the candidate continued to send emails and text messages and to call her in work hours. She says he also sent messages that suggested they should be together. RPL points out she did not tell it about those but she did tell RPL about the email the candidate sent her on 2 May 2024. Despite being told to stop contacting her because Mr O'Regan was the new point of contact, the candidate sent the following email with "Embarrassed" in the subject line to Ms Kennedy:

I'm sorry for the texts, I didn't mean to scare ya, I was just letting you know how much you have the ability to win my soul. I went to a funeral on Monday, I feel dumb because I failed you. But anyways I'm missing something good which was our friendship. I know its not going to be the same but at least once we've had a good laugh it will be more fun. I miss the fun of having a hot boss. So will let you get back to work
...

[58] Ms Kennedy forwarded that email to Mr O'Regan and asked if he could manage the candidate from now on:

I was wondering if you could manage [the candidate] from now on please. I do accept his apology but so nothing is misinterpreted its best yourself or a man works alongside him moving forward, he clearly still wants work and I still need to keep some distance so I lay my boundaries. Thanks Paddy, also I have not replied to [the candidates] email as that is a boundary I have set but I would like

to make it clear there is no hard feelings or that I'm threatened by him any longer.

[59] Ms Mitchell emailed Ms Kennedy shortly after and confirmed again the candidate would no longer be managed by Ms Kennedy. An hour later Mr O'Regan emailed Ms Kennedy advising her not to respond to the candidate and he had already spoken to him that morning.

[60] Later that day the candidate came to the office and tried to enter the office and speak with her again. Ms Kennedy had locked the door because that was agreed with Ms Mitchell. Ms Kennedy was the only person in the office and the candidate stood at the door and asked her to let him in so he could speak with her. She responded saying she could not let him in and that he had already been told he was not allowed and that she was not working with him.

[61] Ms Kennedy was very upset after this because despite the candidate being told not to contact her and that he was being managed by Mr O'Regan he had taken the step of coming to the office to try to talk to her. Ms Kennedy said she was relieved she had locked the door and could not stop thinking about what might have happened if the door had been unlocked and he had been able to enter freely. She says she began to feel extremely unsafe and isolated.

[62] The following day on 3 May the candidate sent her another message that referred to him telling his girlfriend to leave because he was having fun every time he met with Ms Kennedy. It also made reference to her driving safely going home, apologised for "being an egg" and said he did not want Ms Kennedy to be afraid of him.

[63] Ms Kennedy did not send that message to RPL but she did email Mr O'Regan over the weekend requesting permission to work from home after the office visit. She said she conveyed she felt afraid of the candidate and could not perform her job effectively while feeling afraid. Mr O'Regan did not reply to this email. It transpires RPL say Mr O'Regan never received this email but the evidence was not clear as to whether or not RPL actively looked for the email.

[64] On 4 May 2024, which was a Saturday, the candidate sent her the following text message:

A family friend is highly likely to stop using Remarkable People working a FH if you don't give any work to me Mereana he told me will start with the traffic management area. So that is why Josh left. You are not filling contract obligations for me. I can walk in to FH when ever I want.

[65] On 6 May, which was the following Monday, Mr O'Regan called Ms Kennedy and said he had booked a candidate to come into the office and that these arrangements were being managed by RPL. She asked if Mr O'Regan had seen her email and his response indicated he had not. Ms Kennedy says she repeated her concerns about her safety in the office and requested she work from home until a second staff member could be hired. It was concerning to Ms Kennedy that she was alone in the office and the candidate was not complying with the direction from RPL that he not contact Ms Kennedy.

[66] Mr O'Regan rescheduled the candidate's appointment to Tuesday when he would be back in the office. He also told Ms Kennedy during their phone call that working from home was out of the question and it was unlikely RPL would hire another staff member for at least three months. Ms Kennedy told him she might have to leave because she did not feel safe remaining in the role. Ms Kennedy says Mr O'Regan said if she wanted to leave they could discuss that. He was arriving back in Wellington the next day.

[67] On 7 May, Ms Kennedy and Mr O'Regan met in the office and did other RPL work first. After that was finished Ms Kennedy says Mr O'Regan said to her "let's discuss you resigning, are you still feeling like you want to leave" or words to that effect. Ms Kennedy says she replied "yes because I do not feel safe. I like my job, but I need to work from home until you guys get someone else in". She says Mr O'Regan told her working from home was not an option and reiterated it was an office bound job. Ms Kennedy says she also proposed meeting candidates in public spaces as an alternative safety measure but that was also declined by Mr O'Regan.

[68] Ms Kennedy's evidence was that she told Mr O'Regan if that was the case then she would have no option but to resign because she did not feel safe at work. Mr O'Regan asked if she had completed the payroll and she confirmed she had. Then Mr O'Regan said they could call it a day meaning the employment relationship was at an

end. Mr O'Regan drove her home in the work vehicle she had been using and she left her laptop, work phone and all work related items at the office that day.

[69] During the ride home Mr O'Regan asked several times if she would consider working as a candidate again for RPL because Ms Kennedy kept declining. After that he said she would not be working for any traffic management companies and that RPL could sanction her. Ms Kennedy asked if she needed to contact Ms Mitchell to tell her she was resigning and Mr O'Regan said he would accept her resignation. There was no need to contact Ms Mitchell.

[70] Ms Kennedy's evidence was that she did not feel safe at work due to the escalating nature of the candidate's communications with her and she did not have confidence RPL was taking her concerns seriously. She pointed in particular to the candidate coming to the work place after he had been told he was not to contact her anymore. That made her scared and she could not stop worrying about it.

[71] It is not clear when Mr O'Regan told the candidate he was not to contact Ms Kennedy but Ms Kennedy's evidence and Ms Mitchell's evidence was that this was an outcome of the safety plan put in place on 1 May 2024, after the AVL meeting between Ms Mitchell and Ms Kennedy.

[72] Ms Kennedy says she sent an email on or around 3 May after the office incident but even though Mr O'Regan said he did not get it, she says she told him over the phone on Monday 6 May because she was so upset about the candidate coming to the office but he denied receiving her email. Ms Kennedy requested that she be allowed to work from home until another staff member was hired. The dialogue turned to working from home and Ms Kennedy says her request to work from home as a safety measure when they met in person on 4 May, was discounted. That is when she told Mr O'Regan if she could not work from home she would have to resign because she felt unsafe.

[73] It is clear Ms Kennedy resigned because she felt unsafe in the workplace as a result of unwanted communications from the candidate. This was particularly so because she formed the view that RPL had not taken her concerns about the candidate seriously, there were no alternatives available to working in the office and she would be the only staff member in that office for several months.

Was resignation caused by a breach of duty by RPL?

[74] There are a number of duties on employers in an employment relationship. RPL had a duty to deal with Ms Kennedy in good faith and be active and constructive in maintaining a productive employment relationship. There is also an implied duty to be fair and reasonable and to provide a safe workplace.

[75] Allegations the workplace is unsafe, if made out, have been found to amount to breaches of these duties and/or to have disadvantaged an employee in their employment.

[76] Ms Mitchell's email to Mr O'Regan is evidence that by 29 April RPL was also of the view the candidate had overstepped boundaries with Ms Kennedy based on the constant late night calls and texts and it was accepted at least one text was inappropriate. It was also accepted the candidate made inappropriate personal comments to Ms Kennedy in at least one text message. RPL's conclusion was that the communications did not reach a level of seriousness required to start a disciplinary investigation based on the material Ms Mitchell reviewed.

[77] With Ms Mitchell's help a plan was put in place to ensure Ms Kennedy felt safe. The door to the office was to be locked which had been Ms Mitchell's suggestion and everyone was clear on 1 May 2024 that Mr O'Regan was the point of contact for the candidate and that Ms Kennedy was to notify RPL immediately if there was any further contact from the candidate or concerns. Ms Mitchell had also offered to become involved in supporting Ms Kennedy and to contact the candidate on Ms Kennedy's behalf to set clear expectations about appropriate communications with Ms Kennedy. Ms Mitchell accepted she was not sure whether that offer was passed on to Ms Kennedy and it appears it was not.

[78] RPL's submissions were that it could not have known how serious the matter was because Ms Kennedy failed to notify it of her further concerns. It was accepted Ms Kennedy did not provide all communications to Ms Mitchell after the plan was put in place. However, on 2 May, Ms Kennedy forwarded the email she had received from the candidate to Mr O'Regan. There is reference to Ms Mitchell responding saying Ms Kennedy would not manage this candidate anymore and that Mr O'Regan confirmed

with Ms Mitchell that he had been in contact with the candidate to convey this and that Mr O'Regan would manage the candidate from now on.

[79] The issue with that is that the candidate had already been told Mr O'Regan would take over management and there was to be no more contact with Ms Kennedy. Ms Kennedy received a text from the candidate at 6.15pm on 29 April calling her a "nark" which tends to suggest the plan had been conveyed to the candidate on 29 April.

[80] RPL's response was to articulate to Ms Kennedy and the candidate what the plan was again and focus on the part of the email where Ms Kennedy said she had accepted an apology and wanted Mr O'Regan to make it clear to the candidate she had no hard feelings and no longer feeling threatened by him. This was taken to mean Ms Kennedy now felt safe following the plan put in place the day before and no further action was required by RPL.

[81] The email from the candidate however referred to missing the "... fun of having a hot boss" and continued in such a way that made it clear the candidate still thought he was being managed by Ms Kennedy and that he could continue to contact her. While Ms Kennedy's comments about no hard feelings could be seen as being at odds with the concerns she had been raising they were set out in the context of setting a boundary. RPL appears to have overlooked what was actually said by the candidate in that email and the fact the instruction not to contact Ms Kennedy had already been ignored. Furthermore this communication was following a pattern of being over friendly and apologetic followed by hostile, and what Ms Kennedy described as aggressive, communications.

[82] This was highly relevant in the context of what had been raised which was escalating inappropriate and personal communications and what was already known about the pattern of communication. RPL had already accepted there were communications it knew about that were inappropriate, crossed boundaries and at least one previous comment that was unacceptable.

[83] Later that same day the candidate came to the office. The door had been locked which led to Ms Kennedy talking to the candidate through a locked door. I understood the door was glass so he could see in and see she was there. Ms Kennedy's evidence was that she conveyed this to Mr O'Regan by email on the same day or over the

weekend as 2 May was a Friday and that she was very upset and concerned about her safety from what she considered to be escalating behaviour from the candidate.

[84] On 6 May when they talked on the phone Mr O'Regan indicated he had not received her email. Even so Ms Kennedy says she told him about it over the phone. There was also a suggestion Mr O'Regan had arranged for a candidate to come into the office on 6 May for a legitimate reason but after Ms Kennedy conveyed how uncomfortable she was being the only person there, Mr O'Regan changed the arrangement to the next day when Mr O'Regan would be there in person.

[85] During the phone conversation on 6 May Ms Kennedy expressly told Mr O'Regan she was not comfortable meeting with candidates alone and that she might have to leave because she did not feel safe working in the office on her own. This conversation calls into question any conclusion RPL had reached regarding Ms Kennedy's concerns.

[86] RPL did not give any evidence to refute what Ms Kennedy says she and Mr O'Regan discussed either in general, by email or during the phone conversations on 6 or 7 May when Mr O'Regan returned to visit the office. Ms Kennedy appeared to be a careful witness who was consistent with her evidence. Those conversations with Mr O'Regan put RPL on notice Ms Kennedy did not feel safe and her concerns about the candidate remained.

[87] No explanation was given by RPL as to why Mr O'Regan would tell Ms Kennedy he did not receive her email (after the candidate visited the office on 2 May) asking Mr O'Regan for permission to work from home because she could not perform her job effectively from the office because of how afraid of the candidate she was feeling. Ms Mitchell had never seen that email. I accept Ms Kennedy's evidence that she sent that email.

[88] That means Ms Kennedy communicated to RPL on more than one occasion her concerns and once the plan was in place, alerted RPL to further contact including the attempt to enter the office to see her. She also conveyed how seriously she considered the candidate's conduct to be saying it was at the level she would have to consider resigning if her concerns were not addressed. In the course of the last conversations Ms Kennedy had with Mr O'Regan she suggested alternatives such as working from

home or meeting candidates in a public place. Although the conversation took place over two days, Mr O'Regan did not agree to any of the alternatives suggested by Ms Kennedy, did not make any alternative suggestions of his own or ask Ms Kennedy any further questions and moved straight to a conversation about her resigning.

[89] Given the comment by Mr O'Regan in the email to Ms Mitchell that he would take over managing the candidate and the candidate was unlikely to "flirt" with him, it is more likely than not that although RPL had initially taken the matter seriously but changed its view once the call logs and messages were sent through.

[90] This may have informed the decision not to take any further steps to gather information from Ms Kennedy at the start about what was said verbally to her but it is also a problem for RPL. Whether the communications were verbal, in person or by text message appears to have been relied on as an indicator of how serious the conduct in the workplace was.

[91] A fair and reasonable employer could be expected not to discount anything said verbally from its consideration of the matter when the concerns were first raised with it. This is particularly so given it was accepted by RPL that at least some of the text message communication was inappropriate and stepped over a line but any enquiry beyond that stopped at that point.

[92] Against that background it cannot be the case that RPL did not know the extent to which the candidate's conduct was impacting on Ms Kennedy and that she did not feel safe. Even if RPL had a different view as to the seriousness of the matter, it did not inform Ms Kennedy it had reached that view but at the same time worked with her to put a safety plan in place that included locking the office door which is at odds with a decision it was not serious enough to start a disciplinary investigation into the candidate's conduct that was affecting Ms Kennedy.

[93] It also appears to have overlooked the significance of the candidate not complying with its initial instruction, the fact there were further inappropriate comments in the email it did know about and that coming into the office could be considered to be escalation of the conduct Ms Kennedy was complaining about.

[94] To the extent it was submitted RPL was unaware Ms Kennedy was complaining about harassment this is not accepted. The pattern of conduct that made Ms Kennedy feel unsafe was the employment issue RPL was faced with. It involved repeated contact from the candidate. RPL had put a safety plan in place presumably to protect Ms Kennedy from the candidate.

[95] Either harassment or repeated unwanted unprofessional communications that crossed a boundary followed up with further contact after being told not to contact Ms Kennedy would trigger an employer's obligation to provide a safe workplace.

[96] Employers failing to take steps to protect employees from harm in the workplace, once the employer was aware of the harm, have given rise to findings of constructive dismissal in the past. There are examples where failure to take steps to protect an employee from future sexual harassment by a co-worker was found to be a constructive dismissal.⁶

[97] Although this is not a case where the facts disclose sexual harassment, the obligations on employers to respond to concerns regardless of the type of concern is relevant in this case. Once employers are aware of ongoing harassment, it is reasonable to expect that appropriate steps are taken. This expectation flows legitimately from the implied term requiring employers to provide a safe workplace and to maintain the relationship of trust and confidence.

[98] There are other examples where conduct has been found to be sufficient for a finding of constructive dismissal where an employer did not give assurances it could manage the relationship with another employee or protect an employee from conduct that amounted to bullying.⁷

[99] In the circumstances in this case more was required by RPL to discharge its obligation to Ms Kennedy to provide a safe workplace. A fair and reasonable employer could be expected to fully investigate concerns raised by one employee against another of this nature. Failing to take into account communications other than the text messages and call logs or to canvass the concerns more fully with Ms Kennedy at an early stage, particularly when it knew other information existed, was a misstep by RPL.

⁶ *Turk's Poultry Farm Ltd v Adkins* [1996] 1 ERNZ 34.

⁷ *Williams v AWF Ltd* [2020] NZERA 401.

[100] Once the plan was put in place Ms Kennedy does not deny that she did not send all the communications to RPL. However, the email from 2 May was forwarded, Ms Kennedy sent Mr O'Regan an email over the weekend and spoke to him on the phone on 6 May about the visit to the office. Based on her evidence RPL was on notice Ms Kennedy had received further communications in breach of the plan. It knew Ms Kennedy did not feel safe at work, and that she was scared after the candidate visited the office. At this point Ms Kennedy could expect her employer that was acting in good faith to take appropriate action to address her ongoing concerns in a meaningful way. Among other things this could have included further investigation, consultation with Ms Kennedy or updating her with what it intended to do to manage the candidate coming to the office for legitimate reasons when she was the only staff member who remained employed or alternatives to Ms Kennedy attending the office. Instead, RPL moved straight to a conversation about Ms Kennedy leaving her employment.

[101] I am satisfied RPL's actions fell short of what a fair and reasonable employer could have done in the circumstances and these failures breached the duty of good faith in an employment relationship and the duty to provide a safe workplace.

Were the breaches so serious that resignation was reasonably foreseeable?

[102] Having accepted RPL breached its duties to Ms Kennedy the next consideration is whether or not those breaches were so serious that resignation was reasonably foreseeable. I do not accept RPL's submission the call log is not useful evidence for the Authority. Ms Mitchell accepted when she first looked at the material Mr O'Regan sent her there had been an inappropriate amount of calling and texting and often late at night. If RPL had concerns the call logs were not sufficient they could have raised that with Ms Kennedy. The calls were also on RPL's work phone which makes them relevant in the context of the complaint Ms Kennedy was making to RPL about her safety.

[103] I also do not accept the submission that because many of the late night calls were declined, showing Ms Kennedy was not engaging with the candidate, that undermined her concerns because there was less impact on her. I did not understand Ms Kennedy's concern to be only about the content of the communications. The concerns were about the escalating communications that had already escalated to the point they were unprofessional and crossed work boundaries. Declined calls late at

night were still relevant because they showed a pattern and escalation of the frequency of the candidates communications.

[104] RPL also says Ms Kennedy was instructed to put firm boundaries in place and to raise any further concerns or contact from the candidate with it and she did neither. As set out above she did inform Mr O'Regan of further communications when she forwarded the email and told him the candidate had come to the office and wanted to engage with her. Ms Kennedy' email to Mr O'Regan when she forwarded the 2 May email from the candidate was a step she said she was taking in setting clear boundaries. On both counts Ms Kennedy complied with what RPL asked of her.

[105] RPL also submitted there was no evidence the candidate came to the office implying that Ms Kennedy had made this up. Ms Kennedy sent an email and spoke to Mr O'Regan and told him about this. Mr O'Regan did not give evidence meaning RPL cannot successfully rely on this submission to support its case.

[106] Mr Laird gave evidence for RPL and said Ms Kennedy had shown him text messages from the candidate that he did not think were concerning. He also said although Ms Kennedy told him she was trying to set clear boundaries he did not recall her setting any boundaries. He disagreed and was critical of most of what Ms Kennedy had recorded in her written statement and had views about whether it was reasonable for Ms Kennedy to want to meet candidates elsewhere.

[107] Mr Laird also had information about Ms Kennedy and the candidate. There was no evidence RPL had that information at the time because it had not been provided to Ms Kennedy during her employment. It was also apparent the candidate provided Mr Laird with this information. At that time Mr Laird was in the process of leaving RPL and it transpires he registered the same candidate in his new role for a new employer. On that basis his evidence could not be said to be free from bias as he clearly had an ongoing relationship with the candidate and was supportive of the candidate. As a result Mr Laird's evidence, to the extent it was relevant was not given much if any weight.

[108] I accept Ms Kennedy's evidence that remaining in the workplace was untenable once it was evident to her RPL was unwilling to consider alternatives to her being in the office and appeared not to accept this was based on fears for her safety. There is also the issue as to whether or not the initial concern was investigated fully and I found above it was not. RPL did not take enough steps to investigate Ms Kennedy's initial

concerns fully or communicate with Ms Kennedy that it did not regard them as serious at that early stage. As a result RPL made a decision on the seriousness of the candidate's conduct based on only partial information.

[109] Ms Kennedy had communicated she did not feel safe and alerted RPL that the safety plan was not being complied with, that she felt so unsafe that she was considering resignation. Mr O'Regan responded telling her there were no alternatives to working in the office and failed to address the fact the plan RPL had put in place had already failed. These amount to breaches by RPL of both fair dealing and to provide a safe workplace and left Ms Kennedy in a situation where she could not remain in the workplace. It was reasonably foreseeable she would resign.

[110] I agree with submissions on behalf of Ms Kennedy that whether or not sufficient time was provided for RPL to implement safety measures is not able to be relied on by RPL. While things moved quickly at the end Ms Kennedy's point that Mr O'Regan had made it clear RPL was unwilling to put further safety measures in place. Working alone created what Ms Kennedy considered to be an immediate and significant safety risk because she was required to work alone without other staff present. Mr O'Regan informed her it would be three months until any new staff came on board. That meant Ms Kennedy's resignation was not premature or a matter of genuine choice. She formed the view RPL was not taking her concerns seriously and given the email from Mr O'Regan referring to the candidate being unlikely to "flirt" with him once the reporting line changed, that appears to have been an accurate assessment of the situation.

[111] I am satisfied Ms Kennedy's resignation was caused by RPL breaching its duties towards Ms Kennedy to provide a safe workplace and the duty of good faith. The situation Ms Kennedy found herself in was serious given the initial decision about the seriousness of her concerns was based on partial information and was not fully investigated. Ms Kennedy had further information about the content and frequency of the verbal communications that were relevant to that assessment but were not asked for it. The response to the continued inappropriate communications and Ms Kennedy articulating that she would have to resign if alternatives to working in the office could not be identified was to discuss her resignation. With the plan breached and no alternatives other than locking the door which was not sustainable long term, it was reasonably foreseeable Ms Kennedy would resign.

[112] Ms Kennedy has made out her claim for constructive dismissal.

Was the constructive dismissal justified?

[113] Ms Kennedy was entitled to feel safe in the workplace and there was an implied duty requiring RPL to treat her fairly and provide a safe workplace. She was also entitled to have concerns considered fully when she raised them and for her employer to respond to her reports of further behaviours that were of a concern to her. At that point RPL appears to have had a closed mind as to the level of seriousness and had stopped short of considering the overall pattern of conduct and whether there was escalation as Ms Kennedy had said there was.

[114] Ms Kennedy formed the view her employer had minimised the concerns she had about the escalation of inappropriate behaviour towards her in the workplace by another employee and this was a reasonable conclusion for her to reach. That conclusion is supported by the email that was later disclosed to Ms Kennedy with the comment from Mr O'Regan that the candidate was unlikely to flirt with him. This strongly suggests Mr O'Regan did not think the conduct Ms Kennedy had raised was serious.

[115] Applying the test of justification in s 103A of the Act, on an objective basis, RPL's actions at or about the time of the dismissal, given the serious nature of concerns raised by Ms Kennedy who indicated she felt so unsafe she intended to resign, is not how a fair and reasonable employer could have acted in all the circumstances.

Remedies

[116] Ms Kennedy seeks \$20,000.00 in compensation for humiliation, loss of dignity and injury to feeling suffered as a direct result of RPL's unjustified actions which counsel submits reflects a case that is midrange in terms the impact on an employee and in accordance with band two of the scale set out by the court.⁸ Counsel noted this was within a range of between \$20,000 to \$35,000 awarded in three recent Authority cases dealing with similar facts.⁹

[117] Ms Kennedy's evidence was of feeling unsafe in the workplace and then resigning because she could not rely on her employer to take steps to keep her safe in

⁸ *GF v Comptroller of the New Zealand Customs Service* [2023] NZEmpC 101 at [162].

⁹ *QNZ v RNZ* [2025] NZERA 520 at [125], *OJI v Boyd* [2023] NZERA 144 at [66], *WFW v ZUW* [2024] NZERA 306 at [126] and *Williams v AWF Ltd* [2020] NZERA 401.

the face of continued behaviour that concerned her and was in breach of the employer's safety plan. She described feeling fearful for her safety at such a level that it affected her ability to think about other things. She reported that even now when she thinks about the candidate coming to the office and trying to open the locked door she becomes emotional. More than a year has passed and those experiences still affect her.

[118] RPL submitted there was no evidence Ms Kennedy suffered any impact as a result of RPL's actions. Because she was considered to have been on a casual contract, it was working on the basis she only had to provide one day's notice and made a payment to her in the amount of one weeks' wages. It also noted that Ms Mitchell corrected the "sanction" placed on Ms Kennedy that was intended to prevent Ms Kennedy from working in the same industry for six months.

[119] Ms Kennedy said the sanction was a further hurdle for her and one she found hurtful and she says made her hesitant to seek new work.

[120] I understood Ms Kennedy's evidence to be that she was humiliated at not being taken seriously and the sanction that was applied to her. She experienced a loss of dignity and injury to her feelings from having to make the decision to leave because her employer did not believe her. She suggested alternatives to the plan but these were discounted. She felt disregarded by RPL because it did not consider her safety to be important. As a result she says she suffered an overwhelming amount of stress and anxiety at the thought of being left in an unsafe environment without adequate safety measures.

[121] While I note the determinations provided by counsel for the application can be distinguished on the basis the safety concerns involved physical touching in the workplace, the compensation awarded is in relation to the employer failing to take steps to ensure the workplace was safe once concerns were raised with it.

[122] I consider the impact on Ms Kennedy to have fallen into band two and taking all of that into account, I consider \$20,000.00 to be an appropriate award under s 123(1)(c)(i) of the Act for humiliation and injury to feelings caused by the unjustified actions of her employer.

Lost wages

[123] Ms Kennedy seeks lost wages. The Act permits reimbursement to the employee of lost wages in an amount that is the lesser of the sum equal to lost remuneration or to three months ordinary time remuneration.

[124] RPL submitted Ms Kennedy should not be entitled to receive lost wages because she declined RPL's offer to remain working for RPL as a candidate following her resignation. Had she accepted the opportunity Ms Kennedy would have mitigated any lost remuneration as she could have been placed with a third party and started working straight away.

[125] In circumstances where the Authority has found the employee resigned due to safety concerns in the workplace that the employer was not taking reasonable steps to address, there can be no expectation the employee would return to the same workplace until such concerns had been addressed. In addition, it has been found above that the breaches of duty were so serious that Ms Kennedy is successful with her claim of constructive dismissal.

[126] Ms Kennedy also gave evidence of the continuing impact on her after she resigned. She also had concerns about the "sanction" that was imposed on her making her fearful of approaching new employers straight away. Ms Mitchell clarified there was no sanction (because she removed it) but the difficulty for RPL is that Mr O'Regan told Ms Kennedy there was a sanction. It is unlikely post-employment obligations could have been imposed on Ms Kennedy because there was no written agreement between the parties. In any event the knowledge Mr O'Regan had intended to implement one and wanted her to be prevented from working in the same industry affected Ms Kennedy's confidence and left her hesitant to look for new work.

[127] I accept that Ms Kennedy was left for a short period of time needing time to collect herself before seeking further work and she was successful in gaining new employment in a relatively short period of time because she obtained new employment on 21 June 2024 which is 6.5 weeks after resignation.

[128] I consider it appropriate to make an award of lost wages in an amount equivalent to 5.5 weeks wages to take into account the extra weeks' wages RPL paid to Ms Kennedy at the end of her employment.

Contribution

[129] Under s 124 of the Act, contribution to the situation that gave rise to the personal grievance must be considered. I have found above that RPL had enough information to know the communications from its other employee had been inappropriate and unprofessional. It also knew those communications with Ms Kennedy were continuing and the candidate was not complying with RPL's safety plan. I have also found RPL did not do enough to investigate the nature of Ms Kennedy's concerns when she first raised them.

[130] The underlying reason for the constructive dismissal was RPL's actions that left Ms Kennedy in a situation where her concerns about an unsafe working environment were not addressed fully without adequate measures in place given what was known about the conduct of the candidate. These were actions attributable to RPL and it would be unfair to apportion blame to Ms Kennedy for these. Ms Kennedy has therefore not contributed to the personal grievance.

Summary of orders

[131] Remarkable People Limited is to pay Mereana Kennedy:

- (a) Compensation in the amount of \$20,000.00.
- (b) Lost wages in an amount equivalent to 5.5 weeks wages.

Costs

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

[133] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Mereana Kennedy may lodge, and then should serve, a memorandum on costs within 28 days of the date of issue of this determination. From the date of service of that memorandum Remarkable People Limited will then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[134] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual “daily tariff” basis unless circumstances or factors, require an adjustment upwards or downwards.¹⁰

Sarah Kennedy-Martin
Member of the Employment Relations Authority
