

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2026] NZERA 379
3399264

BETWEEN

RACHEL HANKINS
Applicant

AND

HUHTAMAKI HENDERSON
LIMITED
Respondent

Member of Authority: Simon Greening

Representatives: Applicant in person
Tim Mackenzie, counsel for the Respondent

Investigation Meeting: 6 May 2026 in Auckland

Submissions received: 13 May 2026 from the respondent
8 June 2026 from the applicant

Determination: 15 June 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Rachel Hankins commenced employment with Huhtamaki Henderson Limited (HHL) on 6 August 2024, pursuant to a fixed term employment agreement which due to end on 15 August 2025.

[2] According to her individual employment agreement, HHL employed Ms Hankins in the position of accountant.

[3] Ms Hankins was employed on a fixed term basis by HHL because an employee had gone on maternity leave.

[4] Ms Hankins has brought several employment relationship problems to the Authority for determination.

[5] Firstly, Ms Hankins says the fixed term employment agreement did not comply with section 66 of the Employment Relations Act (the Act) and was prematurely ended by HHL.

[6] Secondly, Ms Hankins says that she was unjustifiably disadvantaged by HHL because terminated her access to the IT system and required her to return a company owned laptop prior to the expiry of the fixed term employment agreement.

[7] Thirdly, Ms Hankins says she was discriminated against by HHL during her employment with the company, and when she disclosed allegations of serious wrongdoing HHL retaliated by terminating her employment agreement, terminating her access to the IT system and requiring her to return the company owned laptop.

[8] Ms Hankins reported to Sanjeev Karippail who is a finance manager employed by HHL. Ms Parul Sawhney is the HR Manager. In regard to the claims before the Authority, Ms Hankins communicated primarily with Ms Sawhney and Mr Karippail.

[9] Ms Hankins seeks compensation for hurt, humiliation, and injury to feelings. Ms Hankins also seeks reimbursement of wages lost as a result of the personal grievances she has raised with HHL.

The Authority's investigation

[10] For the Authority's investigation written witness statements were lodged by Ms Hankins, Mr John Corric, Ms Sawhney and Mr Karippail. The witnesses answered questions from me under oath or affirmation and from HHL's representative.

[11] As permitted by s 174E of 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

[12] In the directions sent to the parties following the case management conference, the issues set out and requiring investigation and determination are:

- (a) Was Ms Hankins unjustifiably disadvantaged by the alleged decision of HHL to terminate her access to the IT system prior to the expiry of the fixed term employment agreement?
- (b) Was Ms Hankins unjustifiably disadvantaged by the alleged action of HHL in requiring her to return a company owned laptop?
- (c) Was Ms Hankins unjustifiably disadvantaged by the alleged action of HHL in bullying and harassing her regarding the return of a company device?
- (d) Was Ms Hankins discriminated against in employment?
- (e) Was Ms Hankins unjustifiably dismissed?
- (f) Did Ms Hankins make a protected disclosure within the meaning of the Protected Disclosures (Protection of Whistleblowers) Act 2000 and, if so, did HHL retaliate against Ms Hankins?
- (g) If any personal grievance claim is established, then is Ms Hankins entitled to compensation pursuant to s 123(1)(c)(i) of the Act and/or lost remuneration pursuant to s 128 of the Act?
- (h) If a personal grievance claim is established and a remedy awarded, should this remedy be reduced pursuant to s 124 of the Act?
- (i) Is either party entitled to an award of costs?

Was Ms Hankins unjustifiably dismissed by HHL?

[13] Ms Hankins was employed in the position of accountant by HHL on a fixed term basis. The position of accountant was advertised as a fixed term position for 12 months to cover maternity leave.

[14] The commencement date for the fixed term employment agreement was 6 August 2024. The completion date was 15 August 2025.

[15] The purpose of the fixed term employment agreement was set out in the individual employment agreement, which recorded:

The reason for the fixed term is to support the finance team to cover the maternity leave absence of our permanent employee.

[16] Ms Hankins says that she was unjustifiably dismissed because either, HHL did not have genuine reasons based on reasonable grounds for engaging Ms Hankins on a fixed term basis, or her employment was terminated by HHL prior to the expiry of the fixed term.

Did HHL satisfy the fixed-term requirements as set out in s 66(2) of the Act?

[17] An employer and employee may only agree to enter into a fixed-term employment agreement when two threshold requirements are met.¹

[18] The two requirements are that the employer must:²

(a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and

(b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

[19] HHL engaged Ms Hankins on a fixed term basis to provide 12 month-maternity cover for an employee taking maternity leave.

[20] Ms Hankins says the fixed term employment agreement was not genuine, because the nature of the work she was required to perform for HHL was outside the scope of work being undertaken by the incumbent employee.

[21] I accept that Ms Hankins role was diverse in nature and broader than the cost accounting function undertaken by the incumbent employee.

[22] However, the focus of the enquiry is whether HHL had genuine reasons for offering a fixed term position to Ms Hankins.

[23] Sincerity and/or improper motive are likely to be helpful makers in assessing the genuineness of otherwise of the expresses reasons for a fixed-term agreement.³

[24] HHL offered a fixed term position to Ms Hankins to cover a maternity leave period. This is a genuine reason for engaging an employee on a fixed term employment agreement.

[25] HHL advised Ms Hankins that her employment would end on 15 August 2025 because the maternity cover absence period was set to end on this date.

[26] Therefore, HHL satisfied the requirements of s 66(2) of the Act.

¹ *Morgan v Transit Coachlines Wairarapa Limited* [2019] NZEmpC 66 at [5].

² Employment Relations Act 2000, s 66(2).

³ Above n 1 at [13].

Did HHL terminate Ms Hankin's employment agreement prior to the expiry of the fixed term?

[27] On 30 July 2025, Mr Karippail sent an email to Ms Hankins inviting her to a meeting:

Greetings Rachel

I wanted to organise this meeting with you and Parul.
With Jane's resumption post maternity leave and your fixed term employment ending on 15 August 2025, we should meet to reflect on how your 12 months went.

Please confirm your availability.

[28] Ms Hankins replied to Mr Karippail's email and suggested a meeting is organised after the end of the month.

[29] On 6 August 2025, Mr Karippail sent a further email to Ms Hankins, noting:

Greetings Rachel

As your fixed term contract comes to an end on 15 August 2025, I wanted to follow up and confirm the conclusion of your engagement with us. We had hoped to arrange a time to meet and discuss this in person, but since you did not agree on the proposed time, we haven't been able to connect. I am sending this not to ensure the details are clear.

There is no handover required for your role.
Please ensure that all company property in your possession is returned to the Otahuhu office by midday this Friday (8 August 2025).

Your final pay till 15 August 2025, will be processed and paid by 15 August 2025, in line with our monthly payroll timelines.

If you would still like to have a meeting to talk through anything, please don't hesitate to get in touch and we'd be happy to arrange a time.

Thank you for your contributions during your time with us. We wish you all the very best for the future.

[30] In Mr Karippail's witness statement, he records:

On 6 August 2025 I attempted to arrange a meeting on 8 August where company property could be returned. With Jane back in the role there was no need for both to be carrying out the work and added to that Rachel was not attending the workplace and was increasingly challenging to deal with.

[31] Ms Hankins says she was locked out of the company's IT system at 3.14pm on 12 August 2025.

[32] Ms Hankins sends an email to Ms Sawhney, noting:

I am writing in reference to the handover of my work laptop and the unresolved matters surrounding my fixed term contract, which is valid until 15 August 2025. No variation to this end date was discussed or agreed with me. The decision to treat 8 August as the handover date was a unilateral action by Sanjeev, and not one I consented to.

[33] Between 6 August and 13 August 2025, Ms Hankins engaged in email correspondence with HHL regarding the calculation of her final pay and when it would be processed.

[34] On 13 August 2025 Ms Sawhney sends an email to Ms Hankins, which records:

I note from your email below that you are requesting two separate payments, one for your month worked till 15th August and separate one for termination. That's no problem. It will be done.

[35] The issue for determination is whether the actions of HHL constituted a dismissal. The test is an objective one: was it reasonable for somebody in Ms Hankins position to have considered that her employment had been terminated when she received the email from Mr Karippail on 6 August 2025.⁴

[36] The combination of actions on the part of HHL from 6 August 2025, objectively viewed, would reasonably be seen to be a dismissal. I make this finding for the following reasons:

(a) The subject line of Mr Karippail's email is – *End of fixed term contract – confirmation*.

(b) The relevant parts of this email, which objectively suggest Mr Karippail was issuing notice to Mr Hankins that her employment was concluding prior to the expiry of the fixed term are set out below:

As your fixed-term contract comes to an end on 15 August 2025, I wanted to follow up and confirm the conclusion of your engagement with us.

...

There is no handover required for your role.

...

Please ensure that all company property in our possession is returned to the Otahuhu office by midday on 8 August 2025.

Your final pay till 15 August 2025, will be processed and paid by 15 August 2025.

...

Thank you for your contributions during your time with us.

We wish you all the very best for the future.

⁴ *Cornish Truck & Van Limited v Gildenhuis* [2019] NZEmpC 6 at [45].

(c) At 3.14pm on 12 August 2025, Ms Hankins was unable to access the IT system at work.

(d) Between 12 August and 15 August 2025, Ms Hankins and Ms Sawhney engaged in email correspondence regarding when Ms Hankins will receive her final pay.

[37] Ms Hankins individual employment agreement includes a provision confirming that if HHL decided to terminate employment prior to the expiry of the fixed term period, then Ms Hankins would be provided one months' notice or paid in lieu.

[38] Ms Hankins was issued notice of termination of employment on 6 August 2025.

[39] Ms Hankins was expected to return company property on 8 August 2025.

[40] Ms Sawhney sent an email to Ms Hankins on 13 August 2025, confirming that she was not required to do any work, and that she would be paid up to and including 15 August 2025.

[41] I find that HHL terminated Ms Hankins employment agreement on 6 August 2025, by giving Ms Hankins notice that it would pay her until 15 August 2025.

[42] Clause 21(d) of the individual employment agreement requires the return of company property upon the termination of the employment relationship.

[43] Ms Hankin's employment with HHL concluded before the expiry of the fixed term.

[44] There was no legal basis to terminate the employment agreement prior to the expiry of the fixed term. Ms Hankins was unjustifiably dismissed by HHL.

Was Ms Hankins unjustifiably disadvantaged by the alleged decision of HHL to terminate her access to the IT system prior to the expiry of the fixed term employment agreement?

[45] HHL decided to remove access to the IT system for Ms Hankins prior to the expiry of the fixed term employment agreement.

[46] Ms Hankins was not able to undertake work for HHL after it removed Ms Hankins access to the IT system.

[47] Ms Hankins had a right to continue to work until the expiry of her fixed term.

[48] HHL did not have any legal basis for removing access to the IT system for Ms Hankins.

[49] Ms Hankins was unjustifiably disadvantaged by HHL's decision to remove her access to the IT system because she unable to perform her duties.

Was Ms Hankins unjustifiably disadvantaged by the alleged action of HHL in requiring her to return a company owned laptop?

[50] HHL required Ms Hankins to return her laptop to the company on 8 August 2025.

[51] Ms Hankins did not comply with this request because she needed access to information on the laptop which was evidence in support personal grievance claims she had advanced against HHL.

[52] It was a term of Ms Hankins employment agreement that she would have the right to raise a personal grievance with HHL.

[53] It follows that Ms Hankins also had the right to access information on her laptop, in support of the personal grievances she had raised with HHL.

[54] However, Ms Hankins did not return the laptop.

[55] Therefore, Ms Hankins personal grievance claim for unjustified disadvantage had not crystalized and accordingly Ms Hankins was not unjustifiably disadvantaged by HHL.

Was Ms Hankins unjustifiably disadvantaged by the alleged action of HHL in bullying and harassing her regarding the return of a company device?

[56] To establish bullying, generally what is required, is evidence of behaviour that is repeated and unreasonable which is directed towards a person in the workplace that creates a risk to health and safety.⁵

[57] Although Ms Hankins had the right to retain her laptop, HHL's request for it to be returned was not unreasonable and did not create a risk to Ms Hankins health and safety.

[58] Ms Hankins does not succeed with this claim.

Was Ms Hankins discriminated against by HHL during her employment?

[59] Ms Hankins says she was discriminated against on the ground of employment status and or ethical belief.⁶

[60] The definitions of ethical belief and employment status, as set out in the legislation, are different to how Ms Hankins understands these prohibited grounds of discrimination.

[61] The ground of ethical belief refers to the lack of a religious belief, and employment status means being unemployed.

[62] Ms Hankins was not discriminated against by HHL on the ground of ethical belief or employment status.

[63] Ms Hankins does not succeed with this claim.

Did Ms Hankins make a protected disclosure within the meaning of the Protected Disclosures (Protection of Whistleblowers) Act 2000 and, if so, did HHL retaliate against Ms Hankins?

⁵ *FGH v RST* [2018] NZEmpC 60 at [201].

⁶ Human Rights Act 1993, s 21(k).

[64] When considering whether a protected disclosure has been made under the Protected Disclosures (Protection of Whistleblowers) Act 2022 (PDA), it is necessary to consider the following issues:⁷

- (a) Is the person claiming protection a “discloser”?
- (b) Has the discloser raised concerns about serious wrongdoing?
- (c) Does the discloser have reasonable grounds to believe that serious wrongdoing has occurred?
- (d) Was the disclosure made to the discloser’s organisation or an appropriate authority?
- (e) Was the disclosure made in good faith?

[65] Ms Hankins was a discloser.

[66] The key issue is whether Ms Hankins disclosed concerns that amount to serious wrongdoing as defined in the Act.⁸

[67] The first concern raised by Ms Hankins involved stock adjustment requests and the creation of new products condos without proper authority. The second concern involved accurate records and reporting, transactions being properly authorised and internal approval processes being adhered to.

[68] Ms Hankins asked HHL to undertake a cross-functional process review in order to map the end-to-end credit note and export documentation flow process. Ms Hankins requested HHL to distribute the global and local credit-note, stock adjustment and export-invoice procedures to all affected teams by 14 August 2025.

[69] Ms Hankins escalates these concerns to the Chief Executive of HHL. Ms Hankins notes:

My intention in raising these concerns was purely to support the consistency, accuracy, and shared accountability...I believe that good process comes from shared responsibility and open dialogue.

[70] Ms Hankins concerns related to internal accounting processes at HHL. The concerns do not amount to serious wrongdoing as defined in the PDA.

⁷ *Kavallaris v Inframax Construction Limited* [2024] NZEmpC 212 at [56].

⁸ Protected Disclosures (Protection of Whistleblowers) Act 2022, s 10.

[71] Ms Hankins did not make a protected disclosure, as this term is defined in the PDA.

Remedies

Compensation for humiliation, loss of dignity and injury to feelings

[72] The remedy of compensation is for the emotional harm suffered by the employee as a result of the personal grievance and not intended as a punitive action to signal disapprove of the employer's conduct.⁹

[73] In considering an award of compensation, the assessment required is the nature and extent of harm caused to the employee by the employer's breach.¹⁰

Unjustifiably disadvantage – terminating access to the IT system prior to the expiry of the fixed term employment agreement

[74] Ms Hankins access to the IT system was cut-off without warning. Ms Hankins wanted to continue working for HHL until the completion of the fixed term agreement.

[75] Ms Hankins seemed to enjoy her role with the company. In particular, she was committed to ensuring supportive internal accounting practices were in place and being adhered to.

[76] In assessing the nature and extent of harm caused by HHL's action, Ms Hankins said she felt like the work she did for HHL was of no value and it did not matter.

[77] Ms Hankins felt like she had "no value" and was a "waste of space". I have also had regard to the nature of the breach by HHL. There was no legal or factual basis for terminating access to the IT system prior to the expiry of the fixed term employment agreement. I have also considered awards of compensation in similar cases.

[78] Taking all of these factors into account, I consider an award of \$3,500 as compensation under s 123(1)(c)(i) of the Act to be appropriate in this case.

[79] Within 28 days of the date of this determination, I order HHL to pay Ms Hankins the sum of \$3,500 pursuant to s 123(1)(c)(i) of the Act.

⁹ *Paykel Ltd v Ahlfield* [1993] 1 ERNZ 344 at [342].

¹⁰ *Pyne v Invacare New Zealand Limited* [2023] NZEmpC 179 at [41].

Unjustified dismissal – compensation – s 123(1)(c)(i) of the Act

[80] At the investigation meeting, Ms Hankins said she felt isolated by HHL’s decision to terminate the employment agreement before the expiry of the fixed term.

[81] In her correspondence with HHL, Ms Hankins described it as a “unilateral act”; and underlying this premises is the observation that Ms Hankins felt shocked by HHL’s decision to conclude the employment agreement before the conclusion of the fixed term period. I have also considered awards of compensation in similar cases.¹¹

[82] Taking all of these factors into account, I consider an award of \$8,000 as compensation under s 123(1)(c)(i) of the Act to be appropriate in this case.

[83] Within 28 days of the date of this determination, I order HHL to pay Ms Hankins the sum of \$8,000 pursuant to s 123(1)(c)(i) of the Act.

Reimbursement of lost wages

[84] HHL decided to terminate the employment agreement before the conclusion of the fixed term period.

[85] Therefore, HHL was required to pay Ms Hankins the sum equivalent to 4 weeks’ salary, being the notice period.

[86] When considering lost remuneration pursuant to s 128 of the Act, allowances must be made for the likelihood that if a proper process had taken place, the employment relationship would have still come to an end.¹²

[87] I have determined that the fixed term employment agreement complied with s 66 of the Act.

[88] Therefore, Ms Hankins employment with HHL would have concluded on 15 August 2025. Ms Hankins was paid by HHL up to and including 15 August 2025.

¹¹ *Tillmans Fine Furniture Ltd v Rookes* [2025] NZEmpC 152; *McGregor v Waimakariri District Council* [2012] NZERA Christchurch 54.

¹² *Faitala v The Pacific Island Business Development Trust* [2026] NZEmpC 53 at [74].

[89] The only outstanding issue in respect of lost remuneration is the notice period, which arises because HHL decided to bring the employment agreement to an end prior to the expiry of the fixed term.

[90] Within 28 days of the date of this determination, I order HHL to pay Ms Hankins the sum equivalent to 4 weeks salary.

[91] Ms Hankins did not contribute to the situations which gave rise to her personal grievance claims. Therefore, no reduction in remedies is required under s 124 of the Act.

Summary and orders

[92] Within 28 days of the date of this determination HHL is ordered:

- (a) to pay Ms Hankins the sum of \$3,500 pursuant to s 123(1)(c)(i) of the Act in respect of the personal grievance for unjustified disadvantage arising out HHL's decision to remove Ms Hankins' access to the IT system; and
- (b) to pay Ms Hankins the sum of \$8,000 pursuant to s123(1)(c)(i) of the Act in respect of the personal grievance for unjustified dismissal; and
- (c) to pay Ms Hankins the sum equivalent to 4 weeks' salary.

Costs

[93] Ms Hankins was not legally represented in this matter.

[94] Costs will lie where they fall.

Simon Greening
Member of the Employment Relations Authority