

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

**I TE RATONGA AHUMANA TAIMAHI
TE WHANGANUI-Ā-TARA ROHE**

[2025] NZERA 41
3258219

BETWEEN

ANDREA DENT
Applicant

AND

IDEA SERVICES LIMITED
Respondent

Member of Authority: Claire English

Representatives: Matt Belesky, counsel for the Applicant
Guido Ballara, counsel for the Respondent

Investigation Meeting: 29 and 30 August and 7 November 2024 in Wellington

Submissions received: 7 November 2024 from Applicant
7 November 2024 from Respondent

Determination: 27 January 2025

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Ms Dent was employed by Idea Services Limited (Idea) as a Community Support Worker. In early 2023, Idea undertook a review of its services in respect of the house Ms Dent worked at and another nearby premises.

[2] As a result of that review, Idea Services decided to make changes to both where Ms Dent worked, and the days and times she was rostered to work. Ms Dent was particularly unhappy about the proposed changes to her days and hours of work, and said she would not accept any of the new shift patterns that Idea put to her.

[3] Ms Dent then took the position that she had been made redundant and asked for redundancy compensation. Idea took the position that she had refused work, and advised her it would not schedule her for any further shifts. Her employment then came to an unsatisfactory end, with Ms Dent saying she had been made redundant, and Idea saying she had resigned.

[4] Ms Dent raises claims that she was unjustifiably dismissed, that Idea breached its good faith obligations to her in respect of the process leading to dismissal, and that Idea breached her employment agreement by refusing to pay her contractual redundancy compensation. She seeks remedies accordingly, including compensation for hurt, humiliation, and injury to feelings, reimbursement of lost wages, payment of redundancy compensation, and costs and disbursements.

[5] Idea maintains that it carried out a fair process, that changes to its business were required by changes in the needs of the persons Ms Dent supported, and that it was entitled to carry out a service review and make changes to shift and roster patterns as set out in the relevant collective agreement. It denies that Ms Dent was made redundant or that any remedies are properly owed.

The Authority's investigation

[6] For the Authority's investigation written witness statements were lodged from Ms Dent, Mr Keith Dent, Mr Gregory Fox, and Ms Heidi Maybury. For the respondent, witness statements were lodged from Ms Karen Macilquham (Service Manager for the Horowhenua Kapiti Mana Area); Ms Louise Trilloe (Area Manager for the Horowhenua Kapiti Mana Area); and Mr Ben Green (Area Manager for the Manwatu/Rangitikei Area). All witnesses answered questions under oath or affirmation from me and the parties' representatives. The representatives also gave oral closing submissions.

[7] 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

[8] The issues requiring investigation and determination were:

- (a) Was Ms Dent unjustifiably dismissed?
- (b) Was Idea required to pay Ms Dent redundancy compensation?
- (c) If Idea's actions were not justified (in respect of disadvantage and/or dismissal), what remedies should be awarded, considering:
 - Lost wages (subject to evidence of reasonable endeavours to mitigate loss);
 - Compensation under s123(1)(c)(i) of the Act; and
 - Contractual redundancy compensation.
- (d) If any remedies are awarded, should they be reduced (under s124 of the Act) for blameworthy conduct by Ms Dent that contributed to the situation giving rise to her grievance?
- (e) Should either party contribute to the costs of representation of the other party.

Background

[9] Ms Dent began employment with Idea services in 2014 as a Community Support Worker, providing support and care services to people in supported living, known as People We Support, or PWS for short.

[10] At the time her employment ended, Ms Dent worked in the Horowhenua Kapiti Mana Area. She was managed by Ms Karen Macilquham, a Service Manager for that area. Ms Louise Trilloe was in turn Ms Macilquham's manager, and was the Area Manager for that area.

[11] Ms Dent worked at a certain residential address in Otaki, providing services to the PWS who lived at that address. There was no dispute that in the past, she had worked in other locations as required, most recently at a local Community Centre. As a result of Covid, Ms Dent and other Community Support Workers were asked to work from relevant residential addresses to reduce infection risk.

[12] Ms Dent's standard hours were 52 hours of work per fortnight. She also performed additional shifts, including some overnight work, on an "offer and acceptance" basis.

[13] Ms Dent says that she had "regular, agreed, and standard hours of work", being Wednesday 9.00 am to 4.00 pm, Thursday 9.00 am to 4.00 pm, Saturday 8.00 am to

3.00 pm, and Saturday 3.00 pm to Sunday 8.00 am once per fortnight (meaning that once per fortnight she was on site for a full 24 hours from Saturday 8.00 am to Sunday 8.00 am).

[14] Ms Dent did not work Fridays as that was when she provided hairdressing services for another organisation.

[15] She also accepted that she would work from other premises when she performed additional shifts on top of these hours. She said she was able to turn down additional work offered, but in practice she hardly ever did.

[16] In March 2023, Idea conducted a service review of the premises that Ms Dent worked at together with another nearby residential premises. It was explained that this review was the result of the aging of the two properties, the changing needs of the PWS who lived there, and other practical issues such as access to public transport and the location of activities and services used by the PWS.

[17] Ms Trilloe as Area Manager, commenced the service review by writing formally to the union with the proposal on 3 March 2023.

[18] On 13 March 2023, Ms Macilquham emailed Ms Dent to tell her that there would be a meeting with union support to discuss the next stage of the service review, where proposed schedules (which were proposed shifts) would be given out to affected staff so they could take them away and provide any feedback.

[19] Ms Dent replied that she would be on leave on the date of that meeting, which had been set for 24 March, saying: “Im sorry will be away, can you please email your proposals thanks Andrea”.

[20] On 24 March 2023, Ms Macilquham emailed Ms Dent the proposed schedules. This was the same document that was provided to other affected staff at the in-person meeting. Ms Dent did not take part in that meeting as she was on leave.

[21] On 28 March 2023, Ms Dent emailed Ms Macilquham saying “Ok now ive gone to town and had it printed very disappointing”.

[22] It was not until 1 April 2023 that the union emailed Ms Macilquham requesting that the service review be deferred until Ms Dent and another staff member returned from leave so they could participate in the process.

[23] On 11 April 2023, Ms Macilquham emailed Ms Dent and other affected staff members with an updated schedule which had been altered based on feedback about sleepover hours.

[24] On 13 April 2023, a union delegate emailed Ms Macilquham about Ms Dent. She advised:

Andrea has rejected the 2 x 'proposed' schedule options that have been offered...

Andrea currently enjoys her current work situation at Otaki. Andrea enjoys working with the PWS that currently live in Otaki.

Andrea does not believe that the commute to Levin &/or Paraparaumu from Otaki for work, would be beneficial to her.

Andrea would like the opportunity to be in attendance @ the next Service Review meeting as she would like to discuss her concerns...

[25] Although at the time, Idea believed that this feedback had come from Ms Dent via her union representative, Ms Dent now rejects this and says this email was unauthorised. She particularly takes issue with the comment attributed to her that the proposed commute would not be beneficial to her, and says this does not reflect her views, and she was happy to travel and had done so in the past.

[26] On 20 April 2023, Ms Macilquham emailed Ms Dent and other affected staff to advise that "on 27th April Dain from Etu is coming to support union members with the final leg of the service review". On 24 April, Ms Macilquham emailed Ms Dent saying "I have asked Saha to cover from midday for you to attend meeting".

[27] This meeting was later pushed back to 3 May. Ms Macilquham confirmed with Ms Dent via email that this was to be an individual meeting with union support following on from her earlier feedback provided via the union delegate, and that Ms Dent's meeting time was at 1pm. Ms Dent replied "thank you for the clarification".

[28] It is common ground that this meeting did not go well. The schedules that Idea Services had sent out proposed new shift patterns for work at other Idea Services'

premises in the Horowhenua Kapiti Mana Area. These shift patterns were not the same as the existing shift patterns worked by affected staff, as they were for different sites (given that the proposal was to close the two residential houses in question) and relocate both the PWS and the staff who supported them to other premises more suited to their current needs.

[29] Idea Services wanted to use the meeting to discuss what shifts (or “lines”) Ms Dent was willing to work. Ms Dent had objections to the proposed changes as a whole.

[30] Although meeting notes do exist, Ms Dent challenges their accuracy. However, Ms Dent made her views clear by starting with the statement that the proposed changes were “bullshit”, and “nothing suits me”. Ms Macilquam’s evidence, supported by Mr Green, was that Ms Dent threw a copy of the proposed schedules on the table and became aggressive and loud in expressing her displeasure. Ms Dent accepts she was upset and expressed herself firmly but says she was not aggressive.

[31] There was a short break. The notes record Ms Dent saying for a second time “nothing suits, Keith is sick”. Ms Dent was then given until 8 May to take time to discuss matters further with her husband and family.

[32] At the investigation meeting, Ms Dent explained that none of the lines proposed were suitable to her. She explained that there were several reasons for this, including: she wanted to maintain her existing 52 hours of work per fortnight and was not interested in working more hours, or fewer hours; she would not work on Fridays; she did not want to start before 9.00 am or work beyond approximately 4 pm on any regular basis as her husband Keith had poor health; she did not want to work on a fortnightly roster but wanted her days and hours of work to be the same each week; she did not want to work short shifts; and she objected to the combination of shorter shifts coupled with travel.

[33] Idea Services did investigate other options, and offered Ms Dent other lines in the Horowhenua Kapiti Area (which she accepted was her area of work). Ms Dent turned these options down, refusing to look at the paperwork.

[34] This put the parties in a stalemate. Ms Dent had rejected all the different options that Idea had put forwards, and Idea was then unable to find other work that met Ms Dent’s rather extensive list of requirements.

[35] Ms Dent then started communicating with Idea by email. She asked to be paid redundancy compensation, which Idea found confusing as they said Ms Dent's role was still required and this was merely a change in shift patterns to reflect a change in premises and care needs.

[36] Idea Services then wrote to Ms Dent on 19 May 2023 stating that as of 19 June 2023, it would no longer roster her for work. It told her that if she continued to reject the lines offered, it would consider this to be a resignation by her.

[37] There was dispute between the parties about whether this was in fact the termination of Ms Dent's employment, or whether it occurred at some other time, with witnesses for Idea being unable to say for sure what was intended by this.

[38] In the event, Ms Dent did not accept any of the offered lines, was not provided with further work from 19 June, and was also trespassed from the house where she had previously worked, as of this date.

Analysis

[39] I must first consider whether Ms Dent was dismissed, and if so, was that dismissal justified.

[40] Ms Dent takes the view that she was dismissed as of either 19 May, being the date of the letter telling her she would no longer be rostered to work in the future, or as of 19 June, being the date she was taken off the roster and trespassed from the premises she had most recently worked at.

[41] Idea maintains that by refusing to accept the work that was on offer, albeit different shift patterns and different premises, Ms Dent had resigned.

[42] Ms Dent objects to this, saying she never suggested she was resigning, and seeks redundancy compensation as per her employment agreement. Idea says that this is not properly payable, because a service review is not a redundancy situation and the two are distinct.

[43] Ms Dent was dismissed by Idea, by way of the letter dated 19 May, with her last day of work being 19 June, when she was no longer provided with work (being taken

off the rosters) and trespassed from what had been her place of work. Idea took steps to bring Ms Dent's employment to an end. This was not at Ms Dent's instigation. Ms Dent was in fact dismissed, with her last day of work being 19 June 2023.

[44] Having found this, I must consider whether Ms Dent's dismissal was justified, and whether Idea's actions were what a reasonable employer could have done at the time the dismissal occurred. Section 103A of the Act requires that I consider whether Idea:

- a. sufficiently investigated matters before deciding to dismiss;
- b. raised the concerns it had with Ms Dent before deciding to dismiss;
- c. gave Ms Dent a reasonable opportunity to respond before dismissing her; and
- d. genuinely considered her explanations before deciding to dismiss.

[45] At the investigation meeting, it became clear that Idea had done considerable work behind the scenes before it presented the written service review proposal to the union on 3 March 2023, and the evidence was it would not have commenced a service review unless the view had already been reached that changes needed to be made. Evidence was given that there were significant matters that led to the need for a service review. There were two residential houses in close proximity in Otaki that were older and in need of maintenance, where the residents were aging so as to require accommodations to the property in that respect also, there had been changes to who lived in the houses, only a single van was available for transport, there had been changes to the third party services the PWS needed and wanted to access, and there had been changes to the personal care needs of some of the PWS with flow on impacts on when support was required and the funding available for that.

[46] These were significant and genuine reasons for change. I do not accept the suggestion advanced on behalf of Ms Dent that either there was no real need for change, or that change could have been significantly delayed. These submissions stemmed mainly from two other factors, first being that the residential house that Ms Dent worked from was not sold as quickly as anticipated so therefore continued operating in the short term, and secondly, around the time Ms Dent's employment ended, Idea briefly posted at least one advert seeking a community support worker at the same place of work as Ms Dent's, and seemingly for the same hours.

[47] Regarding that the house was not sold promptly, the evidence establishes it was not only, or even mainly the sale of the house that was the driver for change. Rather, there was also change in the PWS who lived at the house, changes in care needs of the remaining residents, and the flow on effects this created for the work needed, when it was needed, and funding available to pay for it. I am not persuaded that changes to Ms Dent's role could have been significantly delayed in all the circumstances, or that there was insufficient need for change at all.

[48] In regards to the job advert, frank verbal evidence was given by Idea that this advert was posted without the knowledge or authorisation of either Ms Macilquham, or Ms Trilloe as Area Manager, and the employment consequences for the staff member who had done so. While it is understandable that Ms Dent was upset on seeing this advert and believed because of it that her role remained, I accept the evidence given that this advert was not authorised, nor did it represent a real employment opportunity or suggest that the changes affecting Ms Dent were not genuinely needed.

[49] Having found there were genuine reasons for change, I must now consider how Idea engaged with Ms Dent about how her employment might be affected.

[50] It follows from what I have said above that Idea did sufficiently consider the situation, and the need for change is established.

[51] Idea did not properly raise the concerns it had with Ms Dent before bringing her employment to an end. It failed in two ways. First, the evidence at the investigation meeting was that Idea, and in particular Ms Macilquham and Ms Trilloe had already formed a firm view that the proposed changes needed to occur by the time they first presented the service review to the union on 3 March 2023. Their evidence was that there was no room for altering the proposal for change, that is, that the current situation were Ms Dent and others worked from a single premises, on fairly standard hours. There was room for some changes to the proposed lines, as demonstrated by the update made following staff feedback where a shift time was adjusted to accommodate a sleepover. However, the evidence was there was no willingness on the part of Idea to change the rotating fortnightly roster, or to make significant changes to number of hours per fortnight offered with each line, or to create longer shift times (some of the shift times offered to Ms Dent as part of a line were 3 hours only). This explains why Ms

Dent was repeatedly asked to indicate her preference for existing lines (eg the new shift patterns proposed by Idea), rather than Idea being willing to create something different.

[52] The second way in which Idea failed to properly raise the concerns it had with Ms Dent is that it never made it clear to her that if she was unable to reach agreement with Idea about a new shift pattern, this would bring her employment to an end. This was first stated by Idea only in the letter of 19 May, which was the letter that effectively gave notice of the end of her employment. There was no good explanation as to why Idea did not tell Ms Dent what the consequences of failure to agree would be at a much earlier stage, so that she could have had the chance to consider this before rejecting the lines that were put to her. The service review letter of 3 March makes no mention of this and instead contains the statement that any changes would be agreed, which downplays the reality of the situation so much it tends towards misleading. Idea only told Ms Dent her employment was at risk in the same letter that it told her her employment was at an end.

[53] I am also concerned that Idea did not provide Ms Dent with a reasonable opportunity to respond before dismissing her. Although the letter of 19 May suggested that Ms Dent could still maintain her employment by indicating which line she wished to take up, this was in circumstances where Ms Dent had already told Idea these weren't suitable to her, and when they had already assigned the majority of lines to other staff. Idea did not provide Ms Dent with any opportunity to talk about the lines after stating clearly her job was dependant on that decision.

[54] At the investigation meeting, it was clear that Ms Macilquham and Mr Green had been shocked by the negative and confrontational in person meeting they had had with Ms Dent. This, coupled with her repeated refusals, had given them the impression that Ms Dent was refusing all offers.

[55] While Ms Dent denies that she was aggressive, she says she was "very upset" and her own evidence indicates that she was extremely forthright in rejecting all proposals put to her, both then and subsequently. At the time, she told Idea that she would not make any changes. She has subsequently attempted to resile from that position, but at the investigation meeting was unable to do so wholeheartedly, as demonstrated by her evidence that she would accept other shift patterns, but did not think she should have to, and the restrictions she placed on this including unwillingness

to lower her hours, unwillingness to increase her hours, unwillingness to work before 9.00 am or after 4pm, unwillingness to work Fridays, and unwillingness to accept a fortnightly roster.

[56] I note that these restrictions contradicted how she was actually working at the time in several respects. Ms Dent said that she was happy to take on extra hours and did so most weeks, her standard shift already varied on a fortnightly basis (and varied much more if the extra hours she worked were taken into account), and routinely included working before 9.00 am and after 4pm on a regular basis, including every weekend. In these circumstances, it was entirely reasonable for Idea to conclude that Ms Dent did not intend to change her hours or accept other arrangements. However, this does not mend Idea's other process failings.

[57] When considering the situation as a whole, I find that Ms Dent's dismissal was unjustified. Idea did not properly raise its concerns with Ms Dent at a sufficiently early stage, and did not tell her her employment was at risk until they conveyed the decision to dismiss, by which time the employment relationship had been irrevocably strained, and both parties had closed their minds to alternatives.

Redundancy and Redundancy Compensation

[58] I now consider if this was, properly looked at, a redundancy situation where Ms Dent would be entitled to redundancy compensation. Idea says it was not, and that it continued to need Ms Dent's skills. Its position is that her role had not changed, merely her shift pattern, and the service review clause in the collective agreement entitled it to change shift patterns.

[59] Ms Dent says that her existing shift pattern, specifically her hours and days of work, were part of what were described as "core terms" of employment, which could not be changed without her consent. She says that logically this must mean that if a significant change is imposed on her, a redundancy situation then arises.

[60] The evidence was that at the time Ms Dent's employment ended, she mainly worked at one particular location, although most weeks she would perform additional work which could be anywhere in the Horowhenua Kapiti Mana Area. Ms Dent accepted this was her area of work and that Idea could direct her to work within that

area. In fact it often did, both when she picked up other work, and in the years prior to 2020.

[61] This means that the point of dispute between Ms Dent and Idea is the extent of the changes that Idea is entitled to make to her shift patterns as of right, as its ability to change the place of work from time to time within a given area is accepted. Idea says that it is entitled to make rostering changes, and Ms Dent had accepted rostering changes in the past and her employment continued. Ms Dent says these changes were so significant, what occurred was in fact a redundancy situation. Idea submits in the alternative that if this is considered to be a redundancy situation, then Ms Dent turned down multiple redeployment options, and “walked away” from continuing employment.

[62] Idea relies on clause 5.3.1 of the collective agreement which states:

Employees who are required to work in accordance with a schedule shall be advised of any planned changes to their ordinary scheduled hours as follows:

...(b) in the case of significant changes to an established schedule, four weeks' notice shall be given. The employer shall take into consideration the needs of the employees concerned and the service before notice is given.

[63] “Minor temporary changes” are defined in subclause (a) as changes that do not continue for more than four weeks. Idea accepts that this situation comes under the contractual definition of a significant change requiring four week's notice.

[64] The clause then sets out a range of protective conditions that are not directly relevant to this matter, including restrictions on the number of hours an employee can be required to work in any given shift, limitations on Idea's ability to impose “unplanned changes”, when milage will be payable for additional travel, and a commitment by Idea that changes will not be used as a punitive measure. There is no indication in this clause that Idea is entitled to make any changes it desires to schedules, being roster patterns setting out the days and hours of work. There is also no suggestion that Idea can rely on this clause to avoid a potential redundancy situation simply because the employee concerned is required to work in accordance with a schedule (as Ms Dent was).

[65] To the contrary, Idea's own Service Review Guidelines state that clause 16 of the collective (which provides for redundancy) applies “if there is a significant impact

on a union member employee(s) for example: A possible change in the number of contracted hours or sleepovers...” both of which applied here.

[66] Accordingly, I need to consider whether the proposed changes were so significant as to constitute a redundancy situation. Looking at the schedules put to Ms Dent:

- a. None of the lines matched Ms Dent’s current hours of work, being 52/fortnight, being either at least 18 hours less or at least 17.5 hours more per fortnight;
- b. Her current days of work were Wednesday, Thursday, Saturday, and Sunday. None of the new lines matched this pattern, although line 3 was arguably similar in that it required only the addition of Tuesday work with work every second weekend and second Friday;
- c. None of the lines provided for no work on all Fridays.

[67] For avoidance of doubt, Ms Dent’s duties and pay would remain the same and her area of work would remain the same.

[68] Looking at the lines overall, one other matter stands out. The times of work were often in short blocks of 2, 3, or sometimes 4 hours, spread over more days of the week. These short blocks were early in the morning (7.00 am to 9.00 am), and later in the evening (5.00 pm to 8.00 pm or 4.00 pm to 9.30 pm).

[69] This created instances where staff were being required to work two short shifts in one day, morning and evening, or in some instances, simply working for 3 hours in a day over more days of the week.

[70] This was not substantially similar to Ms Dent’s existing shift pattern, which provided for more regular work, with longer hours worked over fewer days.

[71] I find that the lines offered to her were not so similar that she could have been compelled to accept redeployment, noting that there is nothing in the collective agreement that suggests that Idea had the power to compel staff to take up certain redeployment options, or that Ms Dent would be required to accept certain redeployment options. This includes the clause that provides for redundancy

compensation, which does not provide for the forfeiting of compensation where the employee has declined a suitably comparable opportunity.

[72] This was a redundancy situation. Idea has said that a surplus staffing situation did not arise, as Ms Dent's services were still required to perform the same duties, simply in a different way. However, this is not the position that Idea took at the time. At the time, it maintained that the changes it was proposing were so important that they could not be delayed or substantially changed. Because of this, Idea pressed on through the consultation process despite the absence of Ms Dent and another affected employee who were on planned leave, and pressed on with implementation regardless of the fact that the house Ms Dent (and others) worked at was not sold for some time thereafter. It cannot now turn around and say that there was no surplus staffing situation when the stance it took at the time was that the changes were so important there was no way Ms Dent could be allowed to continue in her existing roster.

[73] Ms Dent was made redundant, and is entitled to her contractual compensation in that situation. Orders are made accordingly.

Remedies

[74] Having found that Ms Dent was unjustifiably dismissed, she is entitled to remedies.

[75] Ms Dent claims lost remuneration from her dismissal on 19 June 2023 to the date she managed to find alternative employment, which she said she still had not found as of the date of the investigation meeting. Her evidence was that she had found casual contracting work in August 2023, and a second casual job on Thursdays from September 2023.

[76] She gave evidence that she applied for other jobs, but wanted to ensure that she did not work Fridays, or excessive hours. She continued her existing Friday work. In these circumstances, I consider it appropriate to award three months lost remuneration as per s 128(2) of the Act. Ms Dent's evidence is that her "standard wages per fortnight" were \$1,372.80 gross. At the weekly rate of \$686.4 gross for 13 weeks, this amounts to \$8,923.20 gross. Orders are made accordingly.

[77] Ms Dent gave evidence of hurt and humiliation, in particular that she was deeply shocked by the service review as a whole, and the idea that her hours could change

came as a bolt from the blue. She was particularly upset with what she felt were failures by Idea to engage with her, and by Idea's insistence that she had resigned.

[78] Mr Dent gave evidence of the impact this had had on her, including changes in personality and sleep, and how Ms Dent had gone from being an extroverted and energetic person with many social connections to being very withdrawn. I accept this evidence.

[79] I am minded to award \$25,000 in compensation for hurt and humiliation, taking into account the impact on Ms Dent, her length of service, and the confusion caused by Idea insisting at a late stage that Ms Dent had resigned at the same time as it told her her employment was at risk. I also take into account that Ms Dent made the process difficult for Idea to manage, in particular by her behaviour at the in-person meeting, her insistence on Idea meeting conditions that were arguably more favourable than the conditions she was then working under, and her failure to take responsibility for how this effectively brought discussions to a close. I consider a 10% reduction would be sufficient, taking the total compensation award to \$22,500. Orders are made accordingly.

Good Faith

[80] For completeness, I note that Ms Dent alleged that a breach of good faith occurred in that Idea did not comply with its good faith obligations in relation to the process it conducted leading up to her dismissal. She accepts (as set out in the statement of problem) that there is "factual overlay" between this claim and her personal grievance claim relating to dismissal. No remedies are sought in relation to this claim.

[81] In these circumstances, and given the findings that I have already made in relation to the process leading up to Ms Dent's dismissal and the remedies already awarded as a result, no further findings need be made.

Orders

[82] Idea Services Limited is ordered to pay to Ms Andrea Dent within 28 days of the date of this determination:

- a. The sum of \$8,923.20 gross as compensation for lost remuneration;

- b. The sum of \$22,500 without deduction (contribution having already been taken into account) as compensation for hurt and humiliation;
- c. A sum equal to her contractual redundancy compensation as set out in clause 16.9 of the collective agreement between the parties;

Costs

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

[84] If the parties are unable to resolve costs, and an Authority determination on costs is needed, the applicant may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination. From the date of service of that memorandum the respondent 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.

[85] 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.¹

Claire English
Member of the Employment Relations Authority

¹ For further information about the factors considered in assessing costs see: www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1