

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**[2015] NZERA Auckland 3
5464519**

BETWEEN SHERYL METCALFE
 Applicant

AND

 IAN & JUDY GANE t/a
 BARCLAY ENGRAVERS
 Respondents

Member of Authority: Eleanor Robinson

Representatives: Warwick Reid, Advocate for Applicant
 Angela Bean, Counsel for Respondents

Investigation Meeting: 11 & 12 November 2014 at Tauranga

Submissions received: 17 November 2014 from Applicant
 18 November 2014 from Respondents

Determination: 7 January 2015

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] The Applicant, Ms Sheryl Metcalfe, claims that she was unjustifiably disadvantaged in her employment by the non-payment of sickness pay in the period between 30 October and 18 December 2013 by the Respondents, Mr Ian and Mrs Judy Gane, trading as Barclay Engravers (Barclay Engravers).

[2] Ms Metcalfe further claims that she was unjustifiably constructively dismissed on 18 December 2013.

[3] Mr and Mrs Gane deny that Ms Metcalfe was unjustifiably disadvantaged in her employment or unjustifiably constructively dismissed, and claim that she voluntarily resigned on 18 December 2013.

Issues

[4] The issues for determination are whether Ms Metcalfe was :

- unjustifiably disadvantaged as a result of being unfit by reason of sickness to attend for work during the period 30 October to 18 December 2013 and not receiving sick pay
- unjustifiably constructively dismissed from her employment or whether she voluntarily resigned

Note

[5] I have considered all of the evidence given, information provided and submissions made during the preparation of this determination, however as permitted by s 174 of the Employment Relations Act 2000 (the Act) I have not set out a full record of these matters. I have however stated findings of fact and law and expressed my conclusions on those matters and/or issues that require determination in order to dispose of the matter; and have specified the orders made as a result.

Background Facts

[6] Mr and Mrs Gane are the directors of Barclay Engravers which provides engraving and other services for sports awards, medals and similar items. Mr and Mrs Gane have owned and operated Barclay Engravers for approximately 9 years and employ 6 employees consisting of themselves, an Office and Sales Administrator, and three Engravers.

[7] During 2013 Mr and Mrs Gane engaged Mr Phil Strang, a self-employed Technology Consultant, as a Business Mentor to assist Mr Gane in his intention of growing Barclay Engravers and increasing sales.

[8] Mr Strang's brief also included the implementation of new systems to improve financial reporting, assistance with the employment of replacement staff, dealing with the incumbent web developer; and 'stand-in' assistance at Barclay Engravers due to a sudden decline in Mr Gane's health during the period of Ms Metcalfe's employment.

Office and Sales Administrator recruitment process

[9] The previous Office and Sales Administrator having resigned, Mr Strang was asked by Mr Gane to assist in recruiting a replacement. He accordingly assisted with advertising the position and determining what skills and attributes were required of the successful applicant. A comprehensive job description was drawn up and sent to applicants for the position prior to the initial interviews.

[10] Ms Metcalfe applied for the Office and Sales Administrator position after having seen it advertised on the Trade-Me website. She was interviewed on 11 June 2013 by Mr Gane and Mr Strang who discussed with her the content of the comprehensive job description.

[11] Ms Metcalfe said that she had made it clear to Mr Gane and Mr Strang at the initial interview that she had no experience with the Quickbooks accounting computer system used by Barclay Engravers, but she knew the basic principles of accounting terminology and would be able to manage the tasks required provided training was provided.

[12] Mr Gane confirmed that Ms Metcalfe had explained she did not have Quickbooks system experience and he had reassured her that it was user-friendly and training would be provided in addition to Quickbooks manuals being made available to her.

[13] Mr Strang said that he and Mr Gane had understood from the fact that Ms Metcalfe demonstrated during the interview that she had a conceptual understanding of accounting, and had extensive experience with writing manuals in her previous employment, that she would not have difficulty operating the Quickbooks system.

[14] Mr Gane said Ms Metcalfe had been shortlisted for a second interview which Mrs Gane had also attended, following which a decision had been made to make an offer of employment to her. He had accordingly telephoned Ms Metcalfe to offer her the position, and sent to her a letter of offer dated 27 June 2013 with an attached employment agreement.. The letter of offer requested that Ms Metcalfe confirm her acceptance by 2 July 2013.

[15] On 30 June 2013 Mr Gane had received an email from Ms Metcalfe in which she stated:

Hello again Ian

Just to let you know that I have now been offered another job and they want me to start Tuesday. My preference is to work at Barclay Engravers, but I need to know if you are prepared to change the contract details etc asap

[16] On the basis that Ms Metcalfe was not initially prepared to agree to the terms of employment offered, and in light of her email, Barclay Engravers withdrew the offer of employment. However following a telephone call from Ms Metcalfe in which she stated she wished to be reconsidered, Barclay Engravers had made a second employment offer to her, which she had accepted.

[17] Ms Metcalfe was provided with an individual employment agreement (the Employment Agreement) dated 1 July 2013, which she signed on 5 July 2013.

Training

(i) Quickbooks computer system

[18] Ms Metcalfe claims that she had not been provided with adequate training on the Quickbooks system by Barclay Engravers, stating that the training offered had consisted of a suggestion that she sat next to Ms Jill Fryer, whose services were provided by WVT Limited, and learn by watching what she did.

[19] Mr Gane confirmed that training had been offered with Ms Fryer. He said it had been suggested to Ms Metcalfe that she undertake the work on the Quickbooks system under the guidance and instruction of Ms Fryer. However she had refused to do so, preferring to observe Ms Fryer whilst she undertook the work.

[20] Mr Strang and Mrs Gane said they had also personally provided Ms Metcalfe with Quickbooks training, and had offered to engage the services of the previous Office and Sales Administrator on a “hand-over” basis. However Ms Metcalfe had declined both of these offers of assistance.

[21] In addition Mr Strang said that Ms Metcalfe had access to Quickbooks system manuals which she could research on her own, and there was an excellent Quickbooks system on-line Help desk.

[22] Mr Gane said that an employee of BR Group (Business Resource Group) had provided Ms Metcalfe with training on use of the EFTPOS machine and further training on the Quickbooks system, and reconciling of bank statements.

[23] In regards to an external Quickbooks training course, Mrs Gane said that the intention had been to provide Ms Metcalfe with this in due course; however it was essential that she had understood the basic operating principles of the Quickbooks system prior to attending an external course in order to derive any benefit from it.

[24] Moreover during the initial 90 day trial period, the requirement had been that she undertook only basic Quickbooks system transactions for which the skills she had and the training she had received were adequate.

(ii) Payroll

[25] Ms Metcalfe said that she had been expected to pay wages to all employees despite having been shown only one pay function.

[26] Mr Gane said that training on wages and PAYE had been provided by Ms Fryer, and that he and Mr Strang offered assistance, however Ms Metcalfe continuously declined the offers of assistance.

Working Environment

[27] Ms Metcalfe said that Mr and Mrs Gane created a difficult working environment. Mr Gane spent the greater part of each day at work in his office, yelling to her and Mrs Gane. He had health problems which necessitated hospital visits on a regular basis, and many times laid flat on the floor in the Barclay Engraver premises.

[28] Mr Gane explained that as a result of his health problems he was unable to walk without pain, consequently he would call out from his office to the employees rather than walk to see them, although he denied that he 'yelled' at any of his employees. He agreed that at times he would lay on the floor of Barclay Engravers to relieve his back pain, although this was never in sight of the customers.

[29] Mr Gane acknowledged that on occasion his behaviour towards Mrs Gane may not have always been acceptable, and said that Ms Metcalfe had called a meeting with him and Mrs Gane approximately one month after she commenced employment to discuss this issue.

[30] During the meeting Ms Metcalfe had reproached him for his behaviour towards Mrs Gane on the basis that it was not acceptable on occasion. He said he had accepted the admonition and apologised.

[31] Mr Gane said that Ms Metcalfe had been sympathetic towards his medical condition, regularly discussing with him forms of treatment, and on occasion holding his hand.

Raising of issues

[32] Ms Metcalfe said that she had raised her concerns of bullying and intimidation with Barclay Engravers management. On 12 August 2013 she had sent a text message to Mr Strang in which she said: "*No prices. Internet orders/quotes shld be ians. Nil respect. Zero time for training. Customers don't need sick details. Bullying. Intimidation. Bad business practices. Customer serv skills zero*".

[33] Mr Strang said that he had talked with Ms Metcalfe about her concerns and that she had given him the impression that she was satisfied with matters at the end of the discussions.

[34] He said he had been concerned at her allegations of bullying and harassment, and stated that he had had multiple discussions with Mr Gane informing him that Ms Metcalfe was scared of him and asking why he thought this situation had arisen.

[35] Mr Gane had in turn informed him that he did not know what had prompted Ms Metcalfe's reaction, and informed him that Ms Metcalfe had similarly complained to him and Mrs Gane that she felt bullied and intimidated by him (Mr Strang).

[36] Both Mr and Mrs Gane and Mr Strang said they had found the allegations of bullying and intimidation difficult to understand as they had all been providing Ms Metcalfe with encouragement and accolades on the progress she had been making.

Cash Accounting System

[37] Ms Metcalfe said that the issue which created the most concern and was a major source of stress for her, was the cash accounting system introduced by Mr Strang.

[38] Shortly after she commenced employment, Ms Metcalfe said that she had been concerned by the amount of cash lying casually in the premises and she had raised this issue with Mr Gane.

[39] Mr Gane said that there was cash kept on the premises from which he and Mrs Gane would take withdrawals on occasion, however this was properly accounted for in the accounting system.

[40] Mr Strang said that Ms Metcalfe had raised with him her concern that Mrs Gane was 'embezzling' Barclay Engravers by taking cash. He said that his view had been that Ms Metcalfe did not understand accounting procedures, and he had explained to her that money taken by the management of a business was not of concern provided it was properly accounted for; however he had appreciated her concern that she might be held accountable for any discrepancies in cash accounting.

[41] As a result he had introduced a cash accounting system for Ms Metcalfe to implement as a method of easing her concerns. The cash accounting system required Ms Metcalfe to count the cash in the cash box each morning and balance it with the entries on the "*cash sales sheet*."

[42] Ms Metcalfe said that on the majority of occasions the cash would not balance with the entries on the cash sales sheet. Moreover the introduction of the cash accounting system had been resented by Mrs Gane and had resulted in friction between them. She said she had raised with Mr Strang her concern that the cash accounting system was creating friction between her and Mrs Gane; however he had taken no action to resolve the matter.

[43] Mrs Gane confirmed that the cash accounting system and the reason for its existence had created tension between her and Ms Metcalfe. She said that Ms Metcalfe was always accusing her of being the reason why the cash accounting system was not able to be balanced, and as a result she had felt that Ms Metcalfe was accusing her of stealing from her own business.

[44] During a meeting held in September 2013 at the request of Ms Metcalfe for the purpose of discussing the issues with the cash accounting system introduction, Ms Metcalfe said Mrs Gane had said she would resign if the cash accounting system continued.

[45] Ms Metcalfe said that by the time her lunch break arrived, the issue had not been resolved, and she had informed Mr and Mrs Gane that when she returned from lunch she wanted to be advised whether or not they still required her to work for Barclay Engravers. Upon her return Ms Metcalfe said that Mrs Gane had resigned.

[46] Mrs Gane said that she had resigned as a result of Ms Metcalfe's aggressive attitude towards her, but she continued to attend the premises after normal business hours in order to carry out necessary aspects of the work. After a period of time, she had returned to the workplace and said that the relationship between her and Ms Metcalfe had eased.

[47] Ms Metcalfe denied that this was the case, and said that the relationship between her and Mr and Mrs Gane continued to be hostile.

Performance Appraisals

[48] Ms Metcalfe had been given to understand that there would be monthly appraisals of her performance during the trial period; however these had not been undertaken as a result of Mr Gane's ill health. In particular there was no review undertaken just prior to the expiry of the 90 day trial period.

[49] The first performance review with Ms Metcalfe took place on 17 October 2013, it was held with Mr Gane and Mr Strang. Ms Metcalfe said that she had been provided with only one hour's notification that the meeting was to take place, and it had lasted for approximately four and a half hours. She had not been told that there was to be another performance review meeting during the meeting.

[50] Mr Strang said that he and Mr Gane conducted the meeting using the job description as a guide, making comments and eliciting feedback.

[51] On 23 October 2013 Ms Metcalfe said she had started to experience facial contractions which had worsened over the following few days.

[52] Ms Metcalfe said that on 29 October 2013 she had unexpectedly been advised that there was to be a continuation of the performance review meeting. She had been advised that this meeting was to take place only shortly before it did so and on a day when she had made personal arrangements which necessitated her finishing work promptly.

[53] This subsequent meeting was attended by Mr Strang and Mrs Gane who had requested that she be allowed to make comment on some of the issues raised by Ms Metcalfe during the first performance review meeting. The meeting was adjourned when Ms Metcalfe advised that she was feeling unwell.

[54] After this meeting Ms Metcalfe said she had cancelled the personal arrangements she had made for that evening as a result of feeling unwell. The following day she visited a doctor who had, on the basis of information supplied by her, diagnosed work place stress and referred her to the hospital where she was admitted for tests.

[55] Ms Metcalfe said she had advised Barclay Engravers that she had been admitted to hospital; however she had not received any response until she received a request from Mr Strang on 31 October 2013 that she provide a medical certificate in relation to her absence from the workplace.

[56] Ms Metcalfe provided a medical certificate dated 31 October 2013 confirming that she would be unfit to attend work until 11 November 2013.

[57] A further medical certificate dated 6 November 2013 was provided by Ms Metcalfe confirming that she would be unfit to attend work until 18 November 2013. On the evening of 17 November 2013 Ms Metcalfe's partner advised Barclay Engravers that Ms Metcalfe remained unwell and a further medical certificate would be provided in due course.

[58] On 18 November 2013 Barclay Engravers wrote to Ms Metcalfe requesting details of her health issues and proposing a meeting to discuss her health concerns and the steps that could be taken to ensure she returned to a safe work environment.

[59] On 19 November 2013 Ms Metcalfe provided a third medical certificate confirming that she had been referred to a neurologist, and would be absent from the workplace until such time as the appointment had taken place.

[60] On 6 December 2013 Ms Metcalfe said she saw her doctor and was, as a result, admitted to hospital for a brain scan.

[61] On 13 December 2013 Ms Metcalfe resigned from her employment with Barclay Engravers.

Determination

Was Ms Metcalfe unjustifiably disadvantaged by not receiving sick pay during the period 30 October to 18 December 2013?

[62] Ms Metcalfe is claiming unjustifiable disadvantage. Section 103 (1)(b) of the Act is applicable to disadvantage grievances and states:

That the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer;

[63] The elements of s103 (1) (b) are twofold:

- a. An unjustifiable action by the employer, which
- b. Affected the employee's terms and conditions of employment, and this was to the employee's disadvantage.

[64] Ms Metcalfe must therefore establish that there was some unjustifiable action by Barclay Engravers which affected her terms and conditions of employment to her disadvantage.

[65] The Employment Agreement provided at clause 8.3 that: *"The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 month period of employment."*

[66] During the period 30 October to 18 December 2013 Ms Metcalfe was medically certified as unfit to attend for work. As she had not been employed by Barclay Engravers for 6 months during that period of employment, she was not contractually entitled to receive sick pay.

[67] I find that the action of Barclay Engravers in not paying Ms Metcalfe sick pay was not an unjustifiable action in this situation.

[68] I determine that Ms Metcalfe was not unjustifiably disadvantaged by not receiving sick pay during the period 30 October to 18 December 2013.

Was Ms Metcalfe unjustifiably constructively dismissed by Barclay Engravers?

[69] A constructive dismissal occurs where an employee appears to have resigned, but the situation is such that the resignation has been forced or initiated by an action or actions of the employer.

[70] In the Court of Appeal case *Auckland Shop Employees Union v Woolworths (NZ) Ltd*¹ Cooke J listed three situations in which a constructive dismissal might occur, although he noted that these were not exhaustive. The three situations were:

1. Where the employees is given a choice of resignation or dismissal;
2. Where the employer has followed a course of conduct with the deliberate and dominant purpose of coercing an employee to resign; and
3. Where a breach of duty leads a worker to resign.

[71] In *Auckland Electric Power Board v Auckland Provincial Local Authorities Officers IUOW Inc*² the Court of Appeal said regarding the correct approach to constructive dismissal:³

In such a case as this we consider that the first relevant question is whether the resignation has been caused by a breach of duty on the part of the employer. To determine that question all the circumstances of the resignation have to be examined, not merely of course the terms of notice or other communication whereby the employee has tendered the resignation. If that question of causation is answered in the affirmative, the next question is whether the breach of duty by the employer was of sufficient seriousness to make it reasonably foreseeable by the employer that the employee would not be prepared to work under the conditions prevailing: in other words, whether a substantial risk of resignation was reasonably foreseeable, having regard to the seriousness of the breach.

[72] Therefore in examining whether a constructive dismissal has occurred the two relevant questions are:

¹ [1985] 2 NZLR 372

² [1994] 1 ERNZ 168

³ Ibid At p 172

- i. First, has there been a breach of duty on the part of the employer which has caused the resignation. To determine that question all the circumstances of the resignation have to be examined, not merely the terms of the notice or other communication whereby the employee has tendered the resignation.
- ii. and secondly if there was such a breach, was it sufficiently serious so as to make it reasonably foreseeable by the employer that the employee would be unable to continue working in the situation, that is, would there be a substantial risk of resignation.

[73] Williamson J in *Wellington Clerical Workers IUOW v Greenwich*⁴ observed in describing this type of constructive dismissal:⁵

It is essential to examine the actual facts of each case to see whether the conduct of the employer can fairly and clearly be said to have crossed the border line which separates inconsiderate conduct causing some unhappiness or resentment to the employee, from dismissive or repudiatory conduct reasonably sufficient to justify the termination of the employment relationship.

(i) *Was there a breach of the duty owed to Ms Metcalfe by Mr and Mrs Gane?*

[74] Ms Metcalfe claims that Barclay Engravers breached the duty of care it owed her by failing to provide her with a safe working environment as a result of which she suffered stress, leading to ill health and her resignation.

[75] As regards Ms Metcalfe's claim that Barclay Engravers did not provide her with adequate training, whilst I accept that whilst there were aspects of training which could have been improved on, I find that Barclay Engravers did provide Ms Metcalfe with adequate training for the purposes of the job which she was expected to undertake during the initial period of her employment.

[76] Ms Metcalfe stated that she found the working environment stressful. It is clear that Mr and Mrs Gane's working relationship was not always harmonious. Mr Gane agreed that his behaviour towards Mrs Gane was not appropriate on occasion and the evidence of Mr Jamie Turnbull, Operations Manager, confirmed that Mr and Mrs Gane had altercations from time to time.

⁴ [1983] ACJ 965

⁵ at [975]

[77] I find that this working environment would be stressful to a person in Ms Metcalfe's position of having to work closely with Mr and Mrs Gane on a daily basis. I note that she felt so strongly about the inappropriate treatment of Mrs Gane by Mr Gane that she raised it in a meeting with them.

[78] Whilst it is clear that Mr Gane accepted the observations made by Ms Metcalfe on that occasion, I consider that it nonetheless contributed towards creating stress in her working environment.

[79] Ms Metcalfe complained that Mr Gane yelled at her and abused her which he denied.

[80] It is clear that Mr Gane's own health problems affected his working ability. I accept his evidence that he did not believe he directly abused Ms Metcalfe. However he did agree that he would call out loudly due to his health issues which prevented him moving easily in the workplace, and may have used strong language on occasion when frustrated by his health or problems in the workplace. I consider that this would also have contributed to the stressful working environment experienced by Ms Metcalfe.

[81] I note that as early as 12 August 2013 Ms Metcalfe had texted Mr Strang with issues related to what she described as bullying and intimidation. When Mr Strang discussed the matter with Mr and Mrs Gane, they had also been made aware by Ms Metcalfe that she considered Mr Strang had also been bullying and intimidating her.

[82] Other than Mr Strang's evidence that he had spoken to her and believed the matter to have been resolved, there is no evidence that any formal steps had been taken by Barclay Engravers to try to resolve the concerns raised by Ms Metcalfe.

[83] Within this context, the cash accounting system was introduced. I note that in the interview note templates used by Mr Gane and Mr Strang there is a question which states:

This role will involve working alongside and sharing certain roles with Judy, Ian's wife. How would you manage implementing change and systems against any possible resistance and or conflict that may occur in the process?

[84] I consider that given this question, both Mr Gane and Mr Strang were aware that the introduction of new processes and systems might meet resistance from Mrs Gane, who described her working methods in the Investigation Meeting as "old school".

[85] It was therefore to be anticipated on their part that the introduction of the cash accounting system might, and in fact it did, encounter some resistance from Mrs Gane. Rather than managing this situation from a managerial perspective, Ms Metcalfe was given the responsibility for its implementation with the result that it created serious friction between her and Mrs Gane.

[86] Both Mr Gane and Mr Strang were aware of the animosity the introduction of the cash accounting system created between Ms Metcalfe and Mrs Gane, but the only step taken to address it was taken by Ms Metcalfe in the meeting she called with Mr and Mrs Gane, and which resulted in Mrs Gane's resignation.

[87] Mr Gane suggested that his acceptance of Mrs Gane's resignation made clear his support for Ms Metcalfe; however I find it more likely that it had the effect of leaving a difficult situation unresolved, if not exacerbated.

[88] Whilst Mrs Gane said that she and Ms Metcalfe had an harmonious working relationship upon her return to the work place, I consider it more likely as stated by Ms Metcalfe that she continued to find the working environment to be hostile.

[89] I find that Barclay Engravers breached its duty to provide Ms Metcalfe with a safe working environment.

(ii) *Was the breach of sufficient seriousness to make it foreseeable that Ms Metcalfe would resign?*

[90] Ms Metcalfe had notified Mr Strang and Mr and Mrs Gane that she felt bullied and intimidated by them, she had advised Mr Gane that she believed his behaviour towards Mrs Gane was inappropriate, and she had made it clear to them that the introduction of the cash accounting system was creating such stress for her that unless the matter was resolved, she would leave her employment at Barclay Engravers.

[91] Ms Metcalfe said that when Mrs Gane returned to the workplace the friction in the relationship between them had continued.

[92] Whilst I accept that Mr Gane's ill health had contributed to the delay in holding a performance review at the end of the 90 day trial period, I consider that it was foreseeable that a lengthy performance review meeting might be stressful for Ms Metcalfe, and that this was compounded by a continuation in the form of a second performance review meeting at which Mrs Gane was present.

[93] In all the circumstances, I find that the breach of the duty owed to Ms Metcalfe by Barclay Engravers was of sufficient seriousness as to render it reasonably foreseeable that Ms Metcalfe would resign.

[94] I determine that Ms Metcalfe was unjustifiably constructively dismissed by Barclay Engravers.

Remedies

[95] Ms Metcalfe has been unjustifiably dismissed and she is entitled to remedies.

Reimbursement for Lost Wages

[96] Ms Metcalfe had obtained alternative employment with effect from 24 March 2014.

[97] Barclay Engravers is ordered to pay Ms Metcalfe lost wages for the period from 13 December 2013 until 23 March 2014 pursuant to s 128(3) of the Act. I would anticipate that the parties can resolve the amount. If not, leave is reserved to return to the Authority.

Compensation for Hurt and Humiliation under s 123 (1) (c) (i).

[98] Ms Metcalfe is also entitled to compensation for humiliation and distress. Ms Metcalfe had been employed by Barclay Engravers for approximately 4.5 months at the date of her resignation.

[99] Whilst this is a relatively short period of employment, I note that the events which lead to her resignation had the effect of distressing Ms Metcalfe and contributed to the health issues and sickness absence she experienced towards the latter part of her employment, and I have taken this into consideration in setting the level of compensation awarded.

[100] I find that Ms Metcalfe suffered significant hurt and distress and I order Barclay Engravers to pay Ms Metcalfe the sum of \$10,000.00, pursuant to s 123(1) (c) (i) of the Act.

Contribution

[101] I have considered the matter of contribution as I am required to do under s124 of the Act. Ms Metcalfe did not contribute to the situation which gave rise to the grievance. There is to be no reduction in remedies.

Costs

[102] Costs are reserved. The parties are encouraged to agree costs between themselves. If they are not able to do so, the Applicant may lodge and serve a memorandum as to costs within 28 days of the date of this determination. The Respondent will have 14 days from the date of service to lodge a reply memorandum. No application for costs will be considered outside this time frame without prior leave.

Eleanor Robinson
Member of the Employment Relations Authority