IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON

[2013] NZERA Wellington 47
5398460

	BETWEEN	RICHARD MILLS Applicant
	AND	AV SERVICES (1994) LIMITED Respondent

Member of Authority:	Michele Ryan
Representatives:	Applicant in person Peter Stobbart, for the Respondent
Submissions	On the day of the investigation meeting
Investigation Meeting:	19 February 2013 at Wellington
Determination:	22 April 2013

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Mr Richard Mills says he was unjustifiably dismissed from his employment with AV Services (1994) Limited (AV Services), a small Wellington based company which supplies and installs audio visual equipment for hire. He seeks payment of outstanding wages, holiday pay, and the employer's contribution to kiwisaver as well as reimbursement of a sum equal to wages lost as a result of his grievance and compensation for humiliation, loss of dignity and injury to feelings.

[2] AV Services opposes Mr Mills' claims. It says Mr Mills was dismissed pursuant to the 90 day trial period contained within his employment agreement and as a consequence is unable to raise a personal grievance claim for unjustified dismissal.

Background

[3] Mr Peter Stobbart and Ms Andrea Kake are directors of AV Services.

[4] Mr Richard Mills commenced employment with AV Services on 11 July 2012. His position encapsulated the functions described in his job title of "Facilities Manager / Audio-visual Technician / Sales Manager".

[5] Both Mr Mills and Mr Stobbart report that the relationship between them started to deteriorate relatively soon after Mr Mills began working at AV Services. Each apportions the cause of the failure to the other.

[6] Mr Mills says by mid August 2012 he was becoming increasingly uneasy as to how his employment with AV Services was progressing. On 17 August 2012 Mr Mills sent an email to Mr Stobbart raising concerns that agreed written terms of employment had not been finalised, his salary had been paid late on three occasions and he had not been provided with a vehicle or alternatively, reimbursement for the use of his own vehicle. His email concluded with the following:

> *I need to have some indication of whether my employment here is going to be viable. I await communication from you and will be contactable on my mobile phone.*

[7] For his part, Mr Stobbart says that by early to mid August 2012 it was becoming evident that agreed arrangements made with Mr Mills prior to his employment commencing were not going to come to fruition. He says Mr Mills was reluctant to work outside usual business hours, work weekends or perform the physical aspects of the role. He says that when he received Mr Mills' email of 17 August, he spoke with Ms Kake about his concerns for the longevity of the employment relationship.

The events of 8 & 9 October 2012

[8] Matters between the parties came to a head on 8 October 2012.

[9] Mr Stobbart lives in an apartment attached to the warehouse from which AV Services runs its business. His evidence is that 8 October 2012 was an important day for AV Services as it was the beginning of a series of events to advertise the *Hobbit* movie.

[10] Mr Stobbart says he was scheduled to leave the warehouse at 8.00am that morning to finish work required at the Embassy Theatre. He says however, that as a consequence of working until 2.00am the previous night he had slept through his alarm. At 8.40am he received a text from a new technician asking where he was. Mr Stobbart says he got out of bed, entered the work reception area and was immediately disappointed to find Mr Mills not working on matters he expected him to be undertaking and asked:

> *What's going on? Did it not dawn on you to investigate why I was not standing here an hour ago waiting for* [the technician] *to arrive?"*

[11] Mr Stobbart says Mr Mills replied, *"shit, it's not my job to wake you up"*. He says Mr Mills became extremely aggressive and confronted him, stating:

> [He] *was not my mother and when was I going to get my shit together?*

[12] Mr Stobbart says he responded by saying *"I want to meet you later this afternoon"* and Mr Mills replied *"yes I want to meet with you too"*. He says Mr Mills left soon afterwards stating *"I won't be here when you return. I'm not putting up with this shit"*. Mr Stobbart accepts he told him *"sweet just f... off then"*.

[13] Mr Mills' evidence is largely in agreement with that of Mr Stobbart although he states that Mr Stobbart was abusive to him for not waking him and told him to *"f... off"* at least twice in front of the technician. He agrees he left the work premises soon after and says he did so as he found Mr Stobbart's behaviour unacceptable.

[14] Mr Mills and Mr Stobbart each accuse the other of instigating the argument and each say the other was inappropriately aggressive.

[15] At 4.26pm that day, Mr Mills emailed Mr Stobbart. He advised it was not his responsibility to get Mr Stobbart or Ms Kake out of bed nor was it was unacceptable for Mr Stobbart to blame him for his own *"tardiness"*. With regards to Mr Stobbart's conduct, he stated that he had felt bullied and intimidated by him during their verbal altercation that morning and said:

> *...I made it very clear a few weeks ago that I was not prepared to tolerate you treat me in that manner. I advised you that although you may have felt it was alright to talk with my predecessor the way that you do it is NOT acceptable for you to talk with me that way. I treat you with respect and I expect the same in return. To be told twice "F**K U" is not okay especially when it was your fault you were running late.*

[16] At the end of the email, he said:

> *I await your prompt response. If these matters cannot be resolve amicably, I will be seeking mediation through the Ministry of Business, Innovation and Employment, and if necessary a personal grievance and action through the Employment Relations Authority. It is my preference that employment conditions improve and I continue to work for AV Services.*

[17] At approximately 12.30pm the following day (9 October 2012) Mr Stobbart replied to Mr Mills' email. Amongst other things he stated:

> *It's not your fault I slept in and I have not once suggested this, but it is your job to make sure each and every job in the book is delivered on time regardless of the reason. Had you been extremely busy or out of the office on a delivery then I might have been more understanding however, when I came into the office yesterday morning you were non stop talking to Tony. You knew damn well how important this day was and it appears to me that you set me up to fail. Any manager worth his weight would have put two and two together … and done his job by waking us up or sending Mr W in to wake us and save the day, but not you. This is not simply poor management and in my view a whole lot worse as I see this as a case of intentional disregard of the trust I have given you with this position and an instant worthy of a formal warning and a definite reason not to employ you past 90 days.*
> …
> *You still have a job here at AVS but this letter clearly proves to me that you are simply lining me up for yet another one of your grievance claims and easy payouts and we are well aware of your history with this sort of modus operandi and with AVS its simply not going to happen.*
>
> *So please do come to work tomorrow, do your job and be part of the team and we will all be better for it.*
>
> *I sincerely hope you show up for work tomorrow and we can discuss the points that are bugging you. I will do the same and then we will all move on more aware of each other's needs.*

[18] Later in the afternoon Mr Stobbart sent a text asking Mr Mills if he would be in the office the following morning and advised he would rather deal with the issues between them via a coffee and discussion.

[19] Mr Mills responded by email at approximately 8.30pm that evening. He said that upon review of Mr Stobbart's email, he did not consider it was appropriate for him to return to work until the parties had attended mediation to clarify:

> *… what is and isn't acceptable in our employer employee relationship. I have a meeting with an employment lawyer tomorrow to discuss how best to progress this from this point and hope we can negotiate some terms that allow both of us to continue on with a successful business relationship.*

[20] Mr Stobbart sent a text message to Mr Mills at 21.57 stating: *"Check yr email dick"*. The email Mr Stobbart referred to advised, inter alia:

> *Due to your performance over the last three months I have no other option than to inform you that we are terminating your employment within the 90 day trial period.*

[21] From 10 to 12 October 2012 Mr Stobbart sent over a dozen texts to Mr Mills. A predominant portion of the texts related to arrangements as to how each of the parties would return respective property although two text messages sent by Mr Stobbart contained threats that he would lay complaints to police alleging that Mr Mills had inappropriately accessed AV Services' accounts and clients, and a further text stated *"don't evn think about employment court [Ms Kake] has yr wife's number".*

[22] Mr Mills did not return to work at AV Services.

The investigation

[23] Mr Mills' statement of problem was lodged with the Authority on 14 October 2012.

[24] A statement in reply was lodged on behalf of AV Services. It contained information AV Services stipulated it wished to withhold from Mr Mills. The Authority's support staff corresponded with AV Services and asked it to amend its statement in reply and remove information it did not wish to have disclosed, or alternatively, advise if it wished to proceed with the provided statement in reply. AV Services did not respond to support staff requests and its statement in reply was not progressed. AVS also did not participate in a scheduled telephone conference or comply with the Authority's written directions to attend mediation and to provide wage, time and holiday records.

[25] The matter was set down for the Authority's investigation on 19 February 2013.

[26] Mr Stobbart and Ms Kake appeared at the Authority's investigation meeting and produced an amended statement in reply and a considerable number of additional documents. Mr Mills was asked if he required the meeting to be adjourned so as to

view and consider AV Services information. A short adjournment was taken and Mr Mills elected to continue with the investigation that day.

[27] At the beginning of the investigation Mr Stobbart advised that following Mr Mills' dismissal AV Services had conducted an audit of its computer system and believes Mr Mills had unlawfully downloaded AV Services' confidential information, and had used a fuel card without authorisation. Mr Stobbart says all relevant documentation had been given to police and as a consequence, in relation to Mr Mills' dismissal AV Services had been unable to provide that information to the Authority.

[28] No documentary evidence was proffered to support Mr Stobbart's claim that complaints had been laid with police nor was a counterclaim made to the Authority about these matters. On questioning it became apparent that the matters alleged were not the cause of Mr Mills' dismissal. Further, the law recognises that when a criminal investigation is underway the subject of that criminal investigation has a right against self-incrimination which must be considered, and if necessary, protected. In these circumstances and in reliance on Mr Stobbart's assertions that these matters are currently under investigation by police, I determined that the matters referred to by Mr Stobbart were not relevant to my inquiry as to whether Mr Mills' dismissal was justifiable and would not be subject to the Authority's investigation.

[29] Mr Mills strenuously denies there is any substance to the complaints Mr Stobbart says he has made with police.

[30] As permitted by s. 174 of the Act, this determination has not set out all information and evidence obtained but has stated the Authority's findings of facts and law and expressed conclusions on matters requiring determination. The Authority's findings are made on the civil standard of the balance of probabilities, assessing the evidence to determine what is more likely than not to have happened.

The issues

[31] The issues for the Authority to determine are as follows:

(a) Was AV Services able to dismiss Mr Mills pursuant to trial period provisions?

(b) If AV Services was not able to enforce trial period provisions, was Mr Mills' dismissal justifiable?

(c) Is Mr Mills owed outstanding wages and holiday pay?

Was AV Services able to dismiss Mr Mills pursuant to trial period provisions?

[32] The Employment Court has adopted a strict approach on the enforceability of trial period provisions. In *Smith v. Stokes Valley Pharmacy(2009) Ltd*[1], the Court stated at para.[48]:

> *Sections 67A and 67B remove longstanding employee protections and access to dispute resolution and to justice. As such, they should be interpreted strictly and not liberally because they are an exception to the general employee protective scheme of the Act and it otherwise deals with issues of disadvantage in, and dismissal from, employment. Legislation that removes previously available access to Courts and Tribunals should be strictly interpreted and as having that consequence only to the extent that is clearly articulated.*

[33] In *Blackmore v. Honnick Properties Ltd*[2], the Chief Judge of the Employment Court made it clear that where an employer seeks to rely on a trial period provision, the employer and the employee must agree to the trial period prior to employment beginning and that a trial period can only be enforceable when it is recorded in writing and signed prior to the employee commencing work. The Court stated at para. [70]:

> *…employers wishing to avail themselves of the opportunities afforded by ss. 67A and 67B must ensure that trial periods are mutually agreed in writing before a prospective employee becomes an employee. This will mean in practice that trial periods in individual employment agreements must be provided to prospective employees at the same time as, and as part of, making an offer of employment to that prospective employee. The legislation then requires that the prospective employee be given a reasonable opportunity to seek advice about the terms of the offer of employment (including the trial period provision) pursuant to section 63A(2)(c). And it will only be when that opportunity has been taken or has otherwise passed, any variations to the proposed employment agreement has been settled, and the agreement that has been accepted by the prospective employee (usually by signing), that there will be a lawful trial period effective from the specified date of commencement of the agreement, usually in practice the date of commencement of work*[3].

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[1] *Smith v. Stokes Valley Pharmacy(2009) Ltd* [2010] NZEmpC 111
[2] *Blackmore v Honick Properties Ltd* [2011] NZEmpC 152
[3] Ibid, para [70]

[34] Mr Mills began working at AVS on 11 July 2012. It is not disputed that when Mr Mills commenced his employment, the parties had not agreed to terms and conditions of employment and these were under continuing negotiation between the parties between 11 July and 9 August 2012. Mr Mills says that terms and conditions were further discussed on 9 August 2012 and largely agreed but no document was finalised and it is clear that the failure to conclude a written agreement was a source of concern for Mr Mills throughout his employment at AV Services.

[35] Mr Stobbart accepts that the employment agreement was not signed but says there had been a *"gentleman's agreement"* between the parties prior to the beginning of Mr Mills' employment that there would be a 90 day trial period. Mr Stobbart points to an email sent to Mr Mills on 8 July 2012 which advised that he was still working on the wording of the agreement and stated the following:

> *The position we talked about is still on offer to you.*
> *We will work on a three month trial period and this will be spelled out fully when we get you on board at 9am Wednesday.*

[36] The evidence in this matter establishes that whilst Mr Stobbart may have advised Mr Mills of the possibility of a 90 day trial period, the final wording of the trial period was not agreed between the parties prior to beginning employment. In these circumstances it is clear that Mr Mills was not, prior to commencing employment, able to seek advice about the terms of his employment and in particular the legal ramifications of a statutory trial period provision which if agreed would preclude him from raising a personal grievance for an unjustified dismissal. Given Mr Mills was not provided with such an opportunity and there is no signed consent to a trial period provision by Mr Mills I am not able to conclude that the trial provisions contained in Mr Mills' unsigned employment agreement are enforceable.

[37] I find Mr Mills is entitled to raise a personal grievance within the provisions of the Employment Relations Act 2000 (the Act) and to seek compensation if his dismissal is found to be unjustified.

Does Mr Mills have a personal grievance claim for an unjustified dismissal?

[38] AV Services does not dispute that it dismissed Mr Mills. It is therefore required to justify its decision to dismiss Mr Mills according to the recent amendments to s. 103A of the Employment Relations Act 2000 ("the Act").

[39] Section 103A(2) of the Act requires the Authority to consider on an objective basis, whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred.

[40] The Employment Court in its recent decision *Angus and McLean v Ports of Auckland Limited*[4] made it clear that procedural fairness remains an important feature of an employer's (in this case AV Services') process when contemplating a decision to dismiss or disadvantage an employee. Not only must AV Services' decision to dismiss Mr Mills be based on reasonable grounds but the way AV Services dismissed Mr Mills must be fair.

[41] Mr Stobbart referred to a range of matters which he says led AV Services to dismiss Mr Mills. Mr Stobbart pointed to two events prior to Mr Mills' dismissal as evidence that Mr Mills was not performing his role as agreed prior to his employment and in particular the expectation that he would be a *"team player"*. He says Mr Mills left AV Services' office unmanned without authorisation on 17 August 2012, and that he had failed to follow instructions during an event on 29 September 2012. Mr Stobbart reported that Mr Mills has a history of litigious activity with previous employers and that when he received Mr Mills' email of 17 August 2012 he considered Mr Mills "*was setting AV Services up for a personal grievance claim"*.

[42] Mr Mills says he had left the office on 17 August 2012 because his pay had not gone through and there were client issues he'd been unable to resolve. He says he tried to contact Mr Stobbart for assistance by phone and email but that the phones had been disconnected. Mr Stobbart disputes Mr Mills' testimony on this point.

[43] There was some evidence that Mr Mills and Mr Stobbart had a previous discussion whereby if Mr Stobbart was not contactable in the mornings Mr Mills should enter the apartment and wake him. Mr Mills reported that he had advised Mr Stobbart that he was uncomfortable entering the apartment and/or bedroom. He says this matter remained unresolved between them.

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[4] [2011] NZEmpC 160

[44] Mr Stobbart says that Mr Mills' position as Facilities Manager was pivotal to ensuring that all staff were where they should be at any given time and place and if this required Mr Mills to wake him he was required to do so.

[45] Mr Mills acknowledges that there had been situations during his brief employment with AV Services where he and Mr Stobbart had opposing points of view. He says those matters were actively discussed between them but says he was never advised that he was not performing his role nor did he receive any verbal or written warnings about his performance.

[46] Mr Stobbart says that he raised concerns with Mr Mills as regards his performance in respect to the events of 17 August 2013 and 29 September 2013 although he cannot recall what was discussed with Mr Mills and when.

Discussion and analysis

[47] The law in relation to unsatisfactory work performance is well established. Where an employer holds concern about an employee's work performance, it is obliged to draw its concerns to the employee's attention, explain the areas about which concern is held, advise of the standard of performance that is expected and provide a reasonable opportunity for the employee to improve his or her performance to meet the required standard.[5] The recent amendments to the Employment Relations Act 2002[6] (set out at para. [52]) reinforce an employer's obligation to raise the concerns it has with an employee and to consider the employee's response before taking action against the employee.

[48] There is insufficient evidence to support an argument that performance concerns were properly put to and discussed with Mr Mills prior to his summary dismissal and I am unable to accept Mr Stobbart's assertions that Mr Mills was not performing his role adequately as justification for dismissal.

[49] Having assessed the witnesses and evidence I accept that Mr Mills was not dismissed solely for failing to wake Mr Stobbart on 8 October 2012 however I consider the incident highlighted for Mr Stobbart his increasing unhappiness with Mr Mills whenever Mr Mills raised issues of concern or challenged Mr Stobbart.

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[5] *Trotter v Telecom Corporation of New Zealand* [1993] 2 ERNZ 659
[6] Section 103A(3)

[50] Matters between the parties reached a climax on 8 October 2012 when Mr Mills advised it was not his job to wake Mr Stobbart and that he was unwilling to be sworn at, and later on 9 October 2012 when Mr Mills advised he was seeking legal advice and wished to discuss the expectations and boundaries of the employment relationship.

[51] Whilst an employer is entitled to run its business as it sees fit, that exercise is constrained by obligations to treat its employees fairly and reasonably and in good faith. If an employer is contemplating a decision to terminate one or more staff it can only do so justifiably in circumstances where there are genuine substantive reasons to dismiss and where a fair and reasonable process has been followed to reach that decision.

[52] When determining whether a dismissal is justified the Authority must consider the employer's actions against the following minimum procedural standards:[7]

- Having regard to the resources available to the employer, whether the employer sufficiently investigated the allegations;
- Did the employer raise its concerns with the employee prior to dismissing or taking action against the employee;
- Whether the employer gave the employee a reasonable opportunity to respond to the concerns before dismissing or taking action ;
- Did the employer genuinely consider the employee's explanation before dismissing or taking action;
- Any other factors which may be appropriate.

[53] AV Services have not been able to objectively satisfy me that it had reasonable substantive grounds to cause it to justifiably dismiss Mr Mills and I do not consider it was fair and reasonable of AV Services to simply summarily dismiss Mr Mills in response to his objections as to the way he was being treated and his request to discuss the employment relationship.

[54] I also find there was a complete absence by AV Services to observe minimum standards of procedural fairness required by s.103A prior to notifying Mr Mills of termination of employment. He was not given any advance information or notice that AV Services was considering terminating his employment, or any opportunity to discuss with AV Services its concerns before he was dismissed.

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[7] As stipulated at s103A(3) Employment Relations Act 2000

[55] In all the circumstances these were not the actions of a fair and reasonable employer and I conclude Mr Mills' dismissal was unjustifiable. Mr Mills has a personal grievance.

[56] For completeness I note Mr Stobbart's evidence that on or by 17 August 2012 he suspected Mr Mills was preparing to raise personal grievance claims and that Mr Mills' has raised grievances with previous employers. It did not appear that this information was given to the Authority for the purpose of justifying the dismissal but rather to undermine the veracity of Mr Mills' claim against AV Services. It is unclear how Mr Stobbart was able to reasonably conclude Mr Mills was planning to raise unmerited grievances when the matters of concern raised by Mr Mills, such as late payments of salary and delay to providing a final employment agreement, were genuine. There was also no evidence to support Mr Stobbart's assertions in respect of Mr Mills' prior employment. The Authority's inquiry concerns whether AV Services' actions and how it acted where what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred and I regard Mr Stobbart's allegations as irrelevant to the matters for determination.

Claim for unpaid wages and holiday pay

[57] Mr Mills' statement of problem dated 14 October 2012 made claims for arrears of wages, holiday pay and the employer's kiwisaver contributions. It became apparent during the investigation that these entitlements were paid by AV Services on 11 December 2012, after Mr Mills had lodged papers with the Authority. Ms Kake gave evidence that AV Services deducted from Mr Mills' final pay the sum of $230.89 (after tax) for monies regarded as owed to AV Services. Ms Kake said that the deducted sum comprised of two components: the sum equal to an overpayment of wages paid in or about 3 August 2012 and a sum equal to an amount AV Services say Mr Mills spent purchasing fuel without authorisation.

[58] The Wages Protection Act 1983 at s. 4 provides that subject to ss. 5(1) and 6(2) an employer shall, when any wages become payable to a worker, pay the entire amount of those wages to that worker without deduction.

[59] Section 5 of the Wages Protection Act 1983 requires that any deduction from wages needs to be authorised in writing by the employee from whose wages money is being taken.

[60] As regards the deduction of wages on the basis of Mr Mills' purported use of the fuel card without authorisation, it was accepted in evidence that there was no discussion between the parties about the deduction and Mr Mills had not given written consent for the deduction. Whilst AV Services may consider Mr Mills owes monies to it, without first obtaining Mr Mills' written consent it was not entitled to make a deduction from Mr Mills' wages. In another case analogous to the matters between AV Services and Mr Mills, the Employment Court stated:

> *"Wages have to be paid in money and not partly in money and partly by discharging a debt which seemed valid to the employer but the existence or amount of which the employee may wish to dispute or at least to control the timing of their payment…*[8].

[61] I order AV Services to reimburse Mr Mills the sum of $112.83.

[62] Section 6(2) of the same Act does allow an employee to recover overpayment of wages in limited circumstances are set out at s. 6(3). In the particular circumstances of the parties, section 6(3) required AV Services to give notice that it was intending to recover an overpayment and that recovery, in terms of the procedures pursuant to the Act, should have occurred not later than the next pay day. Mr Mills was paid fortnightly. There is a dispute between the parties as to what, if any, discussion was held as to the recovery of the overpayment. However it is clear that AV Services deducted $118.06 from Mr Mills' wages almost 10 weeks following the overpayment. As a consequence AV Services was in breach of the Wages Protection Act and I order it to reimburse Mr Mills the sum of $118.06.

Remedies

[63] Mr Mills seeks lost wages for 18 months following the date of his dismissal.

[64] Mr Mills deposed that between the time of his dismissal and the Authority's investigation he started a small business but that this is yet to generate any income. He also advised that he had applied for a number of positions outside the audio-visual industry via the internet and produced evidence of an unsuccessful application for employment. Mr Mills has not found alternative full time employment but I accept that Mr Mills sought to mitigate his loss.

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[8] *Amatal Fishing Co Ltd v Morunga* [2002] 1 ERNZ 692

[65] When a personal grievance has been upheld, section 128(2) of the Act requires the Authority to order the payment of a sum equal to the lesser of the sum actually lost or 3 months' ordinary time remuneration. Section 128(3) provides that the Authority may use its discretion and order compensation beyond three months' remuneration. However, given the short length of Mr Mills' employment (three months) and evidence from both Mr Mills and Mr Stobbart that each had become quickly dissatisfied with the employment relationship and in particular the other's personal working style, I consider there was no guarantee that Mr Mills would have continued with his employment beyond three months following his dismissal. In these circumstances I decline to award reimbursement of remuneration beyond that prescribed at s. 128(2).

[66] Mr Mills' annual salary was $48,000 per year. I award reimbursement of $12,000 (gross) minus PAYE, being equal to three months' salary.

Compensation for humiliation, loss of dignity, and injury to the feelings

[67] I accept Mr Mills' evidence that he was distressed by his dismissal and the way in which it occurred. He says the audio-visual industry is small and it became quickly well known amongst his peers that he had been summarily dismissed which amplified his embarrassment. The humiliation, loss of dignity and injury to his feelings as a result of his dismissal by AV Services should be compensated by an award of $6,000 under s. 123(1)(c)(i) of the Act.

Contribution

[68] I am unable to conclude that Mr Mills contributed to the situation that gave rise to his personal grievance such that his remedies should be reduced.

Costs

[69] Neither Mr Mills nor AV Services were represented. As a consequence there will be no order for costs.

Summary of Orders

[70] AV Services is to pay Mr Mills:

i. pursuant to s. 128(2) the sum of 12,000 (gross) minus PAYE being equal to three months' wages.

ii. pursuant to s. 123(1)(c)(i) the sum of $6,000 as compensation for humiliation, loss of dignity and injury.

iii. the sum of $230.89 as reimbursement of wages that were deducted without authorisation.

Michele Ryan
Member of the Employment Relations Authority