

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2020] NZERA 355
3074593

BETWEEN STEVEN MURPHY
Applicant

AND MY ROOFS LIMITED
Respondent

Member of Authority: Helen Doyle

Representatives: Tania Waterhouse, advocate for the Applicant
Maximilian Young, advocate for the Respondent

Investigation Meeting: 4 June 2020

Submissions [and further On the day
Information] Received: Further information 3 July 2020

Date of Determination: 1 September 2020

DETERMINATION OF THE AUTHORITY

- A Steven Murphy was unjustifiably dismissed from his employment with MY Roofs Limited.**
- B His claims of unjustified disadvantage, unpaid wages and reimbursement for withheld tools were not made out.**
- C Mr Murphy is owed holiday pay.**
- D MY Roofs is ordered to pay to Mr Murphy:**
 - (i) The sum of \$7,365 gross being reimbursement of lost wages under s 123(1)(b) of the Employment Relations Act 2000.**
 - (ii) The sum of \$12,000 without deduction being compensation.**
 - (iii) Holiday pay in the sum of \$1,800.92 gross.**

- (iv) **Costs in the sum of \$2,250 together with reimbursement of the filing fee of \$71.56.**

Employment Relationship Problem

[1] Steven Murphy commenced working for MY Roofs Limited (MY Roofs) in or about mid-January 2018 as a Roof and Insulation Labourer. He comes to the Authority with a number of employment relationship problems that he wishes to be resolved.

[2] Mr Murphy says that he was unjustifiably dismissed in September 2018 following a period of approved leave.

[3] He also claims that he was unjustifiably disadvantaged in his employment. This was in respect of an alleged failure to provide an employment agreement. There were also claims in the statement of problem that PAYE had not been accounted for with the Inland Revenue Department (IRD) and that ACC and KiwiSaver contributions had also not been paid to IRD as required. There was subsequent accounting to IRD for these amounts by MY Roofs but Mr Murphy says that he has missed out on interest payments on the KiwiSaver contributions/deductions.

[4] Mr Murphy says that his tools and equipment have been unlawfully withheld by MY Roofs.

[5] He also says that he is owed unpaid wages and has not been paid his holiday pay.

[6] Mr Murphy seeks compensation for his alleged unjustified dismissal together with reimbursement of lost wages. He also seeks compensation for the tools and equipment, payment of all wage arrears and outstanding holiday payments.

[7] MY Roofs is a duly incorporated company having its registered office in Christchurch and carrying on the business of roofing. It has two directors Maximilian Young and Sinead Robinson. MY Roofs does not accept that Mr Murphy was dismissed but says that he abandoned his employment.

[8] The company does not accept that it acted in an unjustified manner that caused any disadvantage to the applicant. MY Roofs say that Mr Murphy was provided with an

employment agreement and that there are no wage issues to address. Further that he was advised he could pick up his belongings and he did not do so.

The Issues

[9] The Authority needs to determine the following issues in this matter:

- (a) Did Mr Murphy abandon his employment?
- (b) If it is found that Mr Murphy was dismissed from his employment then was that dismissal unjustified?
- (c) Could a fair and reasonable employer have reached the decision to dismiss?
- (d) If an unjustified dismissal grievance is established then what remedies should follow and are there issues of contribution and mitigation;
- (e) Did Mr Murphy suffer unjustified disadvantage in his employment with respect to:
 - (i) The failure to provide a copy of an individual employment agreement;
 - (ii) The late payment of KiwiSaver contributions and deductions;
- (f) If unjustified disadvantage grievances are established then what remedies should follow;
- (g) Are wage arrears owing;
- (h) What does the employment agreement provide for employee provision of tools?
- (i) Has there been a breach of the employment agreement in this respect and, if so, what loss is established and what orders should be made.

Was there a dismissal?

[10] Employment can end in circumstances where it is concluded that an employee abandoned their employment. The employer should be cautious in drawing that inference where there is an issue about whether or not the employee abandoned their employment, and

should make further inquiries.¹ This is reinforced by the statutory obligations of good faith under s 4 of the Act that apply to both parties and require each to be responsive and communicative.²

[11] An express provision in the employment agreement was relied on by MY Roofs as set out below:

Abandoning Employment

If the employee is away from work for 2 working days in a row without telling the employer or getting their permission – and the employer has made reasonable efforts to contact the employee to clarify the reason for their absence and whether they intend to return to work – the employer may regard the employment as abandoned.

The employer will tell the employee that they are deemed to have ended their employment. The employment will be deemed to have finished at the end of the last day the employee worked and PAYE owing may be taken for loss of earnings.

[12] If this clause applies then it is by its operation that the employment relationship ends not because Mr Murphy was dismissed.

Advice or permission about absence form work?

[13] Mr Murphy does not accept in this case that he abandoned his employment. He said in his evidence that Mr Young was aware that he was taking a period of leave between 10 and 15 September 2018 and gave him permission to take the leave. He does not accept that he was told by Mr Young to apply for leave formally through Ms Robinson and said that he had not been told to do so on two earlier separate occasions in August when he had taken two separate days leave. Mr Murphy says that he asked for leave in the same way that he had on those earlier occasions.

[14] Mr Murphy's evidence was that he continued to remind Mr Young about the leave he was taking including at some drinks at his new home in late August 2018. That evidence was supported by his partner Janice Lamb. Ms Lamb said in her oral evidence that she and Mr Murphy had a barbeque on Friday 31 August 2018 at their new home. Mr Young and the "boys" turned up and she was present when Mr Murphy reminded Mr Young about the leave coming up and she heard Mr Young say it was "all good."

¹ *E N Ramsbottom v Chambers* [2000] 2 ERNZ 97 (CA) at [26]

² *Cross v Onerahi Hotel Limited* [2014] NZEmpC 26 (EC) at [33]

[15] In his oral evidence Mr Young agreed that he had been approached by Mr Murphy to take a period of leave whilst they were working together. His evidence was that he had responded if he wanted leave then Mr Murphy would have to go and see Ms Robinson to apply for and discuss leave. Mr Young described in his oral evidence the discussion between him and Mr Murphy about leave as “random”, and along the lines “is it all good if I have a week off.” He couldn’t remember relating the request for leave to the period of time that Mr Murphy was absent.

[16] Mr Young did recall stopping off at Mr Murphy’s new home where the builders had a “box of beers.” He said that he does not talk about work matters at social functions and did not talk about leave to Mr Murphy.

[17] Mr Young said that he needed all hands on deck at the time Mr Murphy was absent. He said that the other leave Mr Murphy referred to not making a written request for was sick leave and not annual leave.

[18] The records were not sufficient for me to conclude this. On that basis I accept Mr Murphy’s evidence that there were two leave days taken by him in August.

[19] There is no dispute that Mr Murphy discussed taking some leave with Mr Young before he was absent from work between 10 and 15 September 2018. It is more likely that the dates of the proposed leave were discussed. The statement in reply supports that in fact they were.³ No statements of evidence were received from MY Roofs in accordance with the Authority directions in its notice dated 16 April 2020.

[20] Whilst Mr Young was entitled to ask for Mr Murphy to apply formally for leave I am unable to conclude to the standard required that he did actually direct Mr Murphy to Ms Robinson for approval of the leave discussed.

[21] A letter from MY Roofs dated 13 September 2018 addressed to Mr Murphy and a Facebook message sent after the period of absence do not specifically state that Mr Young made such a request. I have weighed Mr Young’s evidence that he did not at that time relate the request for leave to the absence but nevertheless, the letter dated 13 September 2018 places some emphasis on any period of leave needing to be applied for. The Facebook message refers to a written request being required after three days.

³ Statement in reply at 2.3

[22] Mr Murphy considered he was on a period of leave which he had discussed with Mr Young and understood Mr Young had given approval for. He intended to return to work at the end of the period. Focus needs to be on what efforts there were to contact Mr Murphy to clarify the reasons for his absence and his intentions about returning as required by the abandonment clause in the employment agreement.

Reasonable efforts

[23] Mr Young said that he took reasonable steps to ascertain Mr Murphy's whereabouts. This included going to his house, ringing him and leaving messages on his phone and that a "couple of boys" went around to Mr Murphy's house.

[24] Mr Murphy says that there was no attempt to contact him during the period that he was on leave between 10 and 15 September 2018 including by phone or message.

[25] He said that after he had completed his period of annual leave he was unaware that there were any issues and he attempted without success several times to contact Mr Young to establish where he would be working. He said that he would normally be advised by telephone or Facebook message where the next job was.

[26] He then received a Facebook message on 17 September 2018 from Mr Young. Amongst other matters it referred to Mr Murphy breaching his "contract multiple times." It further referred to Mr Murphy working elsewhere for someone else and that he had more than 3 days off without written request. The message stated that Mr Murphy would get his final pay once MY Roofs' property had been returned.

[27] Attached to the statement in reply was a letter that Mr Young said was provided to Mr Murphy advising that it was considered he had abandoned his employment:

13 September 2018

Dear Steve,

Termination of Employment – Dismissal Without Notice

After repeated attempts by myself (Sinead Robinson) and Max Young to contact you via phone and at your house in regards to work we are sending you this letter of termination.

As you were aware Max had told you the previous week that we are understaffed during a tool box meeting on the 3rd and 4th on-site (St Andrews Sq) and that he would like everyone to give their best performance.

Since Monday 10th September we have been unable to contact you and have had no reply.

As we did not receive any written or verbal requests for leave which you understood is required, we are ending your employment based on an abandonment of employment.

Abandonment of Employment

“If the employee is away from work for two working days in a row without telling the employer or getting their permission – and the employer has made reasonable efforts to contact the employee to clarify the reason for their absence and whether they intend to return to work – the employer may regard the employment as abandoned.

As you understand when we gave you your contract any leave or absence must be applied for or explained to myself (admin) which you are aware as has been discussed during multiple tool box meetings.

If you have any questions about this letter please contact me (Sinead Robinson) directly.

[28] Mr Murphy said that he did not receive that letter and it was not addressed to his home address. He said that the first time he saw it was when it was attached to the statement in reply lodged with the Authority.

[29] The address on the letter is not that of the property in which Mr Murphy resided. That casts some doubt on Mr Young’s evidence about visits to Mr Murphy’s house before concluding he had abandoned his employment. I note additionally that the subject of the letter included a reference to “dismissal without notice” which supports an element of confusion as to how the relationship ended.

[30] There was no evidence before the Authority about any calls made to Mr Murphy or text messages sent before it was concluded on 13 September 2018 that he had abandoned his employment. There was no evidence of any Facebook messages before 17 September 2018 from MY Roofs although that was a means of communication used between Mr Young and Mr Murphy.

[31] The evidence did not satisfy me that MY Roofs made reasonable efforts to contact Mr Murphy.

Told by employer deemed to have ended employment

[32] I have also reflected on how Mr Murphy was “told” as the clause requires that he was deemed to have ended his employment. There was the letter MY Roofs say was sent to an

address where he was not living dated 13 September 2018 which was the third day of absence. I do not conclude that met the requirement in the clause to tell Mr Murphy. Mr Murphy made calls and messages to Mr Young after his leave ended about returning to work. The Facebook message on 17 September 2018 was then sent by Mr Young. That stated Mr Murphy had breached his employment agreement on multiple occasions and that was the reason for the termination of employment. There was no mention in that message that Mr Murphy had abandoned his employment. I cannot be satisfied that the requirement to tell Mr Murphy he was deemed to have ended his employment in reliance on the abandonment clause was met.

[33] The Authority could not be satisfied that MY Roofs could reasonably conclude Mr Murphy abandoned his employment. There had been some discussion about leave including dates of the leave. MY Roofs did not make reasonable efforts to contact Mr Murphy whilst he was absent from work. If reasonable efforts had been made then it would have been clear that Mr Murphy was away because he considered he had approval to take leave for the days in question.

[34] In conclusion the abandonment clause could not be relied on for all of the reasons set out above. It follows that Mr Murphy was dismissed from his employment with MY Roofs. The Authority now needs to consider whether that dismissal was justified.

Was the dismissal justified?

[35] In considering the justification of a dismissal the Authority is required to apply the justification test in s 103A of the Employment Relations Act 2000 (the Act). The Authority does not determine justification by considering what it may have done in the circumstances. It is required by the test to consider on an objective basis whether then actions of MY Roofs and how it acted were what a fair and reasonable employer could have done in all the circumstances at the time of the dismissal.

[36] The Authority must assess under this test whether there was substantive justification for dismissal. That means an objective consideration about whether MY Roofs could reasonably and fairly conclude there was misconduct of a sufficiently serious nature that could justify summary dismissal in all the circumstances.

[37] The Authority is also required to consider whether the four procedural fairness tests set out in s 103A (3) of the Act are satisfied. These are whether the allegations were sufficiently investigated, whether the concerns were raised with Mr Murphy, whether he had a reasonable opportunity to respond to them and whether such response was considered genuinely before dismissal. The Authority may take into account other factors as appropriate and must not determine a dismissal to be unjustified because of defects in the process if they were minor and did not result in the employee being treated unfairly.

[38] MY Roofs could be expected as a fair and reasonable employer to comply with the good faith obligations set out in s 4 of the Act with provision of relevant information and an opportunity to comment on it before dismissal.

[39] As to the reason for dismissal Mr Young in his oral evidence said that the relationship ended because Mr Murphy “took time off when he needed him the most.”

[40] The minimum procedural fairness and good faith requirements were not complied with before dismissal. The defects were not minor and resulted in significant unfairness to Mr Murphy.

[41] The procedural unfairness in this case overlaps to a significant extent with the substantive justification.

[42] I cannot be satisfied that there was a good reason to terminate Mr Murphy’s employment. There was no investigation into why Mr Murphy believed he had approval to take leave. There would need to have been investigation into whether Mr Murphy knew but did not follow the requirements about leave. The focus for that at the time of dismissal in the letter of 13 September 2018 and the Facebook message was on toolbox meetings rather an instruction from Mr Young. The reference to the need for a written request for taking more than 3 days off in the Facebook message appeared to be related from the employment agreement to sick leave. There is no such requirement for other leave.

[43] There was no evidence to support that Mr Murphy was working for another company whilst on leave as alleged. Mr Murphy said in his oral evidence, and this was confirmed by Ms Lamb, that he was taking leave to do things in the new house for the first part of the week and later in the week they went to visit Ms Lamb’s grandmother in Levin. The IRD

statements show that he did not start work until November 2018 for another roofing company.

[44] Mr Murphy's dismissal was substantively and procedurally unjustified.

Could a fair and reasonable employer have reached the decision to dismiss?

[45] I have found there was no procedural fairness and that overlapped with any substantive justification for the dismissal.

[46] The decision to dismiss Mr Murphy was not one that a fair and reasonable employer could have reached in all the circumstances.

[47] Mr Murphy has a personal grievance that he was unjustifiably dismissed and he is entitled to consideration of remedies.

Lost wages

[48] IRD records from 1 September 2018 to 31 March 2019 confirm that Mr Murphy obtained employment in November 2018 with another roofing company. His earnings for the month of November from that company were \$2,139 gross. The evidence supports that Mr Murphy attempted to mitigate the loss of his wages from MY Roofs by door-knocking and looking for work. He said that he was hampered in this by the fact that his tools had not been returned.

[49] At the material time Mr Murphy's hourly rate at MY Roofs was \$24 per hour. It had increased in April 2018 after a 90 day trial period from \$22 per hour. IRD records of earnings were required to be prepared after the employment relationship ended because MY Roofs failed to account to IRD for PAYE deducted. Mr Murphy's average hours from the IRD record of earnings are 36 hours per week. That is a sum of \$864 gross per week.

[50] I have assessed lost wages for the period without any earnings from the first week after Mr Murphy's period of leave being 17 September 2018 to 2 November 2018. That is a seven week period. \$864 multiplied by 7 is \$6,048 gross. There was also a shortfall of wages for the four weeks in November 2018. Mr Murphy received \$2,139 for those four weeks from his new employer. He would have received on an average basis from MY Roofs

\$3,456 gross for four weeks work. The shortfall therefore is \$1,317 gross calculated on the basis of \$3,456 less \$2,139.

[51] Subject to any issue of contribution Mr Murphy is entitled to reimbursement of lost wages in the sum of \$7,365 gross being the combined sum of \$6,048 and the shortfall of \$1,317.

Compensation

[52] Mr Murphy said that the dismissal caused him considerable stress and affected his ability to have trust and confidence in people. He said that there had been no indication before 17 September 2018 that there was an issue with the leave and his dismissal was completely unexpected and he was left with nothing. He had to start again. Ms Lamb gave evidence of the financial difficulties caused by the dismissal and that she had to meet all the financial outgoings for a period. She confirmed that Mr Murphy lost confidence. She said that he was usually a bubbly person and became very quiet and effectively shut down.

[53] I accept that the effect of the dismissal on Mr Murphy were reasonably significant. During a period of leave that he considered he had permission to take he was dismissed without any communication. The only communication received was a somewhat aggressive Facebook message on 17 September accusing him of multiple breaches of contract. That was after MY Roofs had concluded the relationship was over.

[54] Subject to any issues of contribution an appropriate award for compensation is \$12,000.

Contribution

[55] Section 124 of the Act requires the Authority in deciding the nature and extent of the remedies to be provided in respect of a personal grievance to consider the extent to which the action of Mr Murphy contributed toward the situation giving rise to the grievance. If required the remedies that would otherwise have been awarded should be reduced.

[56] It is only at this point that the Authority needs to consider on the balance of probabilities whether Mr Murphy did or omitted to do what was alleged. I have placed some weight on the fact that neither the letter of 13 September nor the Facebook message of 17 September refer to a failure to follow Mr Young's instruction that he now says he gave about

applying for leave. There is rather reliance placed on toolbox meetings and discussions at the time the employment agreement was entered into. I am not satisfied on the balance of probabilities that Mr Murphy was told, or was sufficiently aware, that he was required to see Ms Robinson and make a written/verbal application for leave before it could be approved.

[57] I find it more likely than not that Mr Murphy considered he was on a period of approved annual leave and when it ended he expected to continue working as usual for MY Roofs.

[58] I am not satisfied in those circumstances there was blameworthy conduct and that the above amounts should be reduced for contribution.

Unjustified disadvantage claims

Individual employment agreement

[59] Mr Murphy did not dispute in his oral evidence that he was provided with an individual employment agreement at the outset of employment. He said that he signed and returned the agreement. The issues arose when the 90 day trial period ended and Mr Murphy said that he asked for a copy of the employment agreement but it was not provided.

[60] Mr Young has a different view of that matter. He says that he asked Mr Murphy for three months to return a signed copy of the employment agreement but he did not do so. He says that he did provide a copy of the employment agreement when asked and a Word file properties document showing activity for the individual employment agreement on 14 June 2018. That could be consistent with Mr Murphy's evidence that he wanted the pay rate changed in the agreement as it increased from \$22 per hour to \$24 per hour after the expiration of the trial period.

[61] It was unclear whether or not Mr Murphy retained or received a copy of the employment agreement when he asked for one. In his oral evidence he said that he was disadvantaged because there was no proof he was actually an employee in the absence of the employment agreement. There was no dispute about that in this case and I could not be satisfied that there was disadvantage in that respect. There was no guidance in the employment agreement about taking leave other than sick leave.

[62] If there was an unjustified action relating to the provision of an employment agreement Mr Murphy has not established disadvantage flowed from that as a result in his employment.

[63] To the extent that penalties are claimed in final submissions these claims were not properly commenced within 12 months. There is no claim for penalties in the statement of problem. Any claim for penalties is now time barred.

[64] Remedies are claimed for unfair bargaining in final submissions but that was not an employment relationship problem in the statement of problem.

KiwiSaver contributions

[65] Mr Murphy's KiwiSaver employee deductions and employer contributions were not accounted for to IRD by MY Roofs after about April 2018 until after the employment ended. I accept that there would be some disadvantage with respect to interest lost for contributions and deductions between April and September 2018. The schedule of KiwiSaver deductions and contributions from Mr Murphy's time at MY Roofs show there was some interest credited in September 2018 of \$1.05. The amount of interest over and above that for the period of a few months on comparatively small amounts would have been negligible and almost certainly less than \$10. The Authority was not provided with any amounts that may represent loss under this head of claim.

[66] In those circumstances beyond acknowledging the disadvantage I do not intend to make any award.

Unpaid Wages and Holiday pay

[67] Mr Murphy said in his evidence that he usually worked at least 40 hours per week but that the payments made to him by Mr Roofs do not reflect that. Ms Lamb calculated that there was about \$10,000 owing to Mr Murphy on the basis he worked for at least 40 hours per week taking into account the IRD records.

[68] The statement of problem did not set out the nature of the claim for unpaid wages. The statements of evidence referred to about five weeks before dismissal where wages were not paid correctly.

[69] Mr Young in his evidence did not accept that Mr Murphy worked at least 40 hours per week consistently or that there was any unpaid wages. No wage and time record was produced but after the investigation meeting the Authority was provided with handwritten records of hours of work for employees of MY Roofs at the material time. These were forward to Ms Waterhouse. No further submissions or comments were received.

[70] The records supplied were difficult to follow and it was challenging for the Authority to conclude what month many of the records related to. What they did establish was a fluctuating number of hours worked over the period of employment by Mr Murphy. The records point away from a regular 40 hours at least worked per week. I could not be satisfied therefore that an award should be made on that basis.

[71] The employment agreement is of no assistance about hours of work. It provides with respect to hours of work that Mr Murphy is employed on a casual "as required" basis and may agree to work if he is asked to. There is reference to there being no obligation on MY Roofs to offer work and no obligation on Mr Murphy to accept work.

[72] There was no suggestion that Mr Murphy was in fact employed on a casual basis other than the reference to the employment being casual in the hours of work clause. The other clauses in the employment agreement were inconsistent with the relationship being of a casual nature as was the pattern of work undertaken.

[73] No other basis on which an assessment for unpaid wages should be made was advanced to the Authority. I am not satisfied that 40 hours were worked on a consistent basis and a claim for paid wages has not been made out.

Holiday pay

[74] I am not satisfied that Mr Murphy was paid holiday pay. Although he took some leave the records such as they are support it was unpaid.

[75] Mr Murphy is owed holiday pay calculated on the basis of 8% of gross earnings in the sum of \$22,511.50 which is the sum of \$1,800.92 gross.

Tools

[76] Mr Murphy says that MY Roofs retained his tools and a typed list of tools was supplied as part of the claim. A replacement value of \$2,200 was put on the tools by Mr Murphy. Mr Young in his evidence said that the only tools he had of Mr Murphy's were a hammer and a tool belt. He said that Mr Murphy was able to but did not pick these up.

[77] The employment agreement has a clause about "tools of the trade." It provides as follows:

The employee must have their own tools of the trade to be able to perform their job. The tools and/or equipment to be supplied by the employee are: The required tools for the job but must not be taken home at any given time.

[78] On its face the clause could suggest that the employer is entitled to retain the employee's tools. A term that at the termination of the employment relationship the employee may take their tools home meets the required tests for implication.⁴ In essence it "goes without saying."

[79] I am satisfied that the Authority has jurisdiction to deal with this matter therefore as an alleged breach of the employment agreement.

[80] The only evidence about what tools MY Roofs may be retaining is a list prepared on behalf of Mr Murphy. MY Roofs dispute that it has all the tools on the list in its possession. There is also no evidence of how the global figure of \$2,200 was arrived at or the breakdown of the value of each tool. For completeness there is no claim for a penalty for breach of an employment agreement.

[81] MY Roofs acknowledged that they are holding two items belonging to Mr Murphy. Give the passage of time that has elapsed without these items being returned I consider there is little point in ordering their return. It is likely any order will not be complied with.

[82] I accept that a breach of the employment agreement could be established with respect to the retention by MY Roofs of two tools belonging to Mr Murphy. There is no evidence about the value of the two retained items to make an award for any loss suffered. No award for any loss for tools that MY Roofs confirm they are holding is therefore made.

⁴ *B P Refinery (Westernport)PTY Ltd v Shire of Hastings*(1977) 16 ALR 363 at 378

Costs

[83] The applicant seeks a contribution towards his costs. The investigation meeting start time was delayed until shortly before 10.30am because of difficulties in connecting Ms Waterhouse remotely. I do not consider those delays should be visited on MY Roofs. The meeting concluded at 1.45pm. It was therefore a little over three hours.

[84] I consider costs should be assessed on the basis of half of the daily tariff of \$4,500 in the sum of \$2,250 together with reimbursement of the filing fee of \$71.56.

Orders made:

[85] I order MY Roofs Limited to pay to Steven Murphy:

- (a) The sum of \$7,365 gross being reimbursement of lost wages under s 123(1)(b) of the Act.
- (b) The sum of \$12,000 without deduction being compensation under s 123(1)(c) (i) of the Act.
- (c) Holiday pay in the sum of \$1,800.92 gross.
- (d) Costs in the sum of \$2,250 together with reimbursement of the filing fee of \$71.56.

Helen Doyle
Member of the Employment Relations Authority