

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

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

[2026] NZERA 53
3325880

BETWEEN	JASMINE WOOLLETT Applicant
AND	COMMISSIONER OF POLICE Respondent

Member of Authority:	Rowan Anderson
Representatives:	Matt Belesky, counsel for the Applicant Karen Radich, counsel for the Respondent
Investigation Meeting:	13, 14 and 15 May 2025 in Wellington
Submissions and other information received:	Up to and including 25 July 2025
Determination:	30 January 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Jasmine Woollett was employed by the New Zealand Police (Police), at the time of the relevant events, in the role of Senior Sergeant. She claims that she has been unjustifiably disadvantaged in her employment, relating to various actions taken while on overseas deployment.

[2] Police deny Ms Woollett's claims.

Non-publication/anonymisation

[3] Ms Woollett has sought non-publication orders as to her own name and identity. The application is made primarily based on potential detrimental impact to current and prospective employment. Having considered the evidence and submissions made, I am not satisfied that sufficient grounds for the making of such an order have been made

out. The application is opposed by Police who submitted that there was an absence of specific evidence supporting the application. I agree. I decline to make any permanent non-publication order as to Ms Woollett's name and identifying details.

[4] In the alternative, it was submitted for Ms Woollett that the Authority should reopen its investigation so that further evidence could be provided from a medical professional. There is no basis for doing so given Ms Woollett has had the opportunity to raise any relevant issues already and I decline to do so. I also do not consider there are any grounds for the making of an interim order, and I decline to do so.

[5] Police sought the anonymisation of various details relating to some non-witness individuals that might otherwise be named. The individuals concerned were not witnesses to the proceedings, details of their identity need not be provided, and I would unlikely have identified the individuals in this determination in any event. Such as any of the individuals are referred to, I have anonymised their names.

[6] Police also sought a limitation on the Authority referencing certain aspects of the evidence in its determination. I have considered that request, and while no specific order is required, I do not consider it necessary to refer to the evidence in question in this determination.

Issues

[7] Ms Woollett's claims include that she was unjustifiably disadvantaged in her employment. The statement of problem set out four alleged disadvantage claims. The disadvantage claims relate to alleged actions/inactions by Police in issuing a letter of expectations on 26 April 2024; not taking steps to address a complaint of bullying and harassment; a lack of support for an application by Ms Woollett for a role with the Australian Institute of Police Management (AIPM); and Police's actions relating to returning her to New Zealand from the deployment in Fiji.

[8] It was submitted for Ms Woollett that a separate disadvantage arises out of an alleged unjustifiable issuance of an email on 13 June 2024 said to contain adverse findings as to the relevant expectations.

[9] Ms Woollett also claims that Police breached its implied and express obligations in relation to the provision of a healthy and safe work environment, and its good faith duties, although accepts there is some overlap in the relevant claims.

[10] Subject to findings as to the matters raised by Ms Woollett, the Authority needs to consider any appropriate remedies. Ms Woollett also seeks recommendations be issued and there is an issue as to the costs of representation.

The Authority's investigation

[11] Written statements were provided in advance of the investigation meeting. Written witness statements were provided from Ms Woollett, her spouse Dave Booth, and James Edgecombe, who acted as a support person, in support of Ms Woollett's claims. For Police, written witness statements were received from Inspector David Rose; Inspector Erin Hurley; Detective Superintendent Steven Dunn; former Inspector Mark Pakes; Detective Senior Sergeant Michele Gillespie; Sergeant Walter Kopae; and Superintendent Glyn Rowland.

[12] An investigation meeting took place between 13, 14 and 15 May 2025 in Wellington.

[13] Written submissions were exchanged following the investigation meeting in accordance with timetable directions issued.

[14] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received. The Chief of the Authority has decided that exceptional circumstances exist such as to allow this determination to be issued outside of the three month timeframe required by s 174C(3) of the Act.

Background

[15] Ms Woollett's terms and conditions of employment were set out in the New Zealand Police Constabulary Collective Employment Agreement – 1 July 2021 to 30 June 2023 (the "Collective Agreement").

[16] Ms Woollett successfully applied for a deployment of up to two years in Fiji, in the role of Senior Advisor in the Fiji Police Partnership Programme (FPPP), being deployed from March 2023. She reported to Inspector Pakes while on deployment and worked with several other members of Police. That included Detective Senior Sergeant

Gilliespie, Sergeant Sanday, and to some extent Sergeant Kopae. Those other staff had been deployed somewhat earlier than Ms Woollett.

[17] Ms Woollett received a performance review on 17 July 2023 which reflected positively on her performance.

[18] On 20 June 2023, Ms Woollett attended a meeting with Sergeant Sanday. She made an audio recording of the meeting and says that she advised the participants she was doing so without any objection being raised at the time. Ms Woollett says the recording was later raised by Inspector Pakes as a ‘personal attack’.

[19] On 20 July 2023, Ms Woollett messaged Inspector Pakes regarding her travelling for a conference, with some information regarding the hours of work and arrangements. Inspector Pakes, in reply, raised an issue as to the management of work and time.

[20] Ms Woollett says she was acting up for Inspector Pakes between 15 September 2023 and 2 October 2023. During that time Ms Woollett engaged in communications regarding an International Service Group (ISG) visit and arrangements for the same. Inspector Pakes, on 1 October 2023, instructed Ms Woollett to cease any involvement in the planning for the visit, suggesting that she had undermined him in communications with Superintendent Rowland. At the same time, Inspector Pakes indicated he wanted to speak to Ms Woollett regarding a dinner the night prior and what were said to be actions by her that were “an attempt to divide”.

[21] Ms Woollett attended a meeting with Inspector Pakes on 3 October 2023. She says she was abruptly called to that meeting and that Inspector Pakes wanted to discuss a message she sent to Superintendent Rowland. Amongst other things, Ms Woollett says that Inspector Pakes told her at that meeting that there would be a new policy prohibiting civilians from attending the FPA.

[22] On 4 October 2023 Ms Woollett says that Inspector Pakes emailed a contact regarding a conference with a list of attendees that did not include Ms Woollett, despite her being earlier advised that she would be attending. She says that the incident was one where she felt Inspector Pakes was targeting her. She ended up attending the conference on 5 October 2023, she says with short notice in circumstances where she had been ‘set up to fail’ by Inspector Pakes.

[23] Ms Woollett and Inspector Pakes met on 9 October 2023, the meeting being held at the initiative of Inspector Pakes. Ms Woollett says Inspector Pakes made various statements at the meeting including as to her ambitions showing that she was willing to do anything, that the rest of the team were scared of her, and that he believed she was the person “sinking the ship”. Ms Woollett says she spoke to a wellness officer the following day.

[24] Ms Woollett says she spoke to Inspector Pakes on 13 October 2023 in the office. She described his behaviour towards her as being ‘schizophrenic in nature’, being chatty and friendly and then the next moment being moody.

[25] There was a Christmas Party, described by Ms Woollett as being the ‘New Zealand Inc’ Christmas party, on 7 December 2023. A range of other persons were in attendance.

[26] On 8 December 2023 there was a further meeting between Inspector Pakes and Ms Woollett, and Mr Booth. She says that Inspector Pakes said that he had been told in a discussion with Sergeant Kopae that her husband had been “scathing” of NZ INC. She says a request from her that Sergeant Kopae be present was dismissed by Inspector Pakes. Another issue raised was that Ms Woollett and her husband had not sat with the team at the Christmas Party.

[27] Ms Woollett says that on 10 January 2024 she met with the Program Manager during which she raised retaliation from Inspector Pakes.

[28] On 8 February 2024, Ms Woollett met with Inspector Pakes and Detective Senior Sergeant Gillespie. Ms Woollett says she was advised that she was directed to take over a particular project without consultation.

[29] On 19 February 2024, Ms Woollett says Inspector Pakes sent her a message asking her whether she would be attending the team meeting. She says that Inspector Pakes had previously been communicated with as to her movements that she felt “invisible and undervalued...” as to her contribution to the group.

[30] Ms Woollett and Inspector Pakes exchanged emails on 27 and 28 February 2024. Inspector Pakes indicated that he wished to speak to Ms Woollett regarding a work-related matter involving potential conflict with other organisations. Ms Woollett

says she anticipated that Inspector Pakes would contact her about the issue and that he would want to blame her. The two spoke on 28 February 2024 about that issue and others. Ms Woollett says that Inspector Pakes raised various issues, including what she says were inappropriate comments about her performance implying she was arrogant, and about perceptions of Mr Booth's behaviour said to have been raised by other staff.

[31] On 28 February 2024, Ms Woollett emailed Police Welfare, including that she felt "isolated and threatened" as a result of the discussion she had with Inspector Pakes the day prior.

[32] Ms Woollett and Inspector Pakes spoke in the office on 1 March 2024. Ms Woollett says that Inspector Pakes expressed disappointment that Mr Booth had spoken with Inspector Rose. Ms Woollett says that she responded advising that she was "sick of being attacked" and asked for any concerns to be put in writing.

[33] On 2 March 2024, Ms Woollett contacted Kia Tū, an internal Police function dealing with complaints as to unacceptable workplace behaviours, noting she was considering making a complaint of bullying. She was subsequently provided information as to the formal complaint process.

[34] Ms Woollett made a formal complaint on 6 March 2024 via the Kia Tū system. The complaint described the concerns, in general terms, as relating to "bullying/conflict with manager/supervisor". The form submitted also contained some detail, including that she had been told she was undermining Inspector Pakes, her not being provided details of concerns raised, her partner being excluded from a work location, issues relating to afterhours events, and complaining of issues not being formalised when she requested. In terms of the outcome being sought, the complaint provided "to be judged by my work and not any personal or outside of work events. I just want the behaviour to stop".

[35] Ms Woollett was advised on 8 March 2024 that a Triage Panel would review the complaint.

[36] The Triage Panel met on 14 March 2024 and recommended Superintendent Rowland meet with Inspector Pakes and Ms Woollett, and for an independent restorative facilitator to be engaged. Ms Woollett was advised of the Triage Panel's views on 17 March 2024.

[37] On 18 March 2024, Ms Woollett emailed confirming that she agreed with, and consented to, the restorative approach proposal that included facilitation. There was no discussion as to what, if anything, would occur should that process not resolve the relevant issues.

[38] On 25 March 2024, Inspector Pakes sent Ms Woollett correspondence setting out concerns and sought a meeting to discuss those concerns. Ms Woollett takes issue with the letter in that she says it included findings as opposed to mere allegations. The letter included the following statement:

...

Since these meetings, I am concerned that your behaviour has continued, and I have attempted to meet with you to discuss when they have arisen. However, we have not yet been able to do so, therefore I have provided a summary below of my concerns...

- Throughout early 2024 FPPP had multiple conversations as a team regarding a future project and opportunity for FPPP to be involved with a recruit batch. It was unanimously agreed that despite this potentially creating more work for the team it was an amazing opportunity to work together to ensure its success and support Senior Advisor SANDAY who was the lead. Despite this I was advised that during February 2024 you have confronted Senior Advisor Sanday at the PEAKS and advised him that you were “too busy” and that you would not be helping him at all.
- On 27 February 2024 you meet with a colleague (Senior Advisor Michele GILLESPIE) at the CID HQ. It is alleged that during this conversation you were negative and critical of decisions that had been made by me as Team Leader, as they relate to our involvement in an Inspectors Course, The CQC (Constable’s Qualifying Course) and general criticism of the approach being taken and my capability. It is alleged that you also criticised your colleague (Senior Advisor SANDAY) and spoke of multiple Fiji Police staff being unhappy with him – information which if accurate has never been raised as it should have been.
- In March 2014 (11th) you attended a team Monday morning meeting led by Senior Advisor Wall KOPAE. In that meeting it was discussed how you had been tasked by the Team Leader to attend an informal “catch up” with members of Interpol. A request that had been discussed at length already between you and I the week prior and agreed upon. You then attempted to undermine this decision and only resorted to attending once a colleague stated that they would go instead if you would not.

These matters are of concern to me because, on its face, this behaviour does not appear to be in line with Our Code of Conduct and Our Values, specifically...

[39] The letter went on to request Ms Woollett's attendance at a meeting to be held on 27 March 2024 at the Grand Pacific Hotel. The letter recorded that it was not a formal disciplinary meeting and that it was "an opportunity to meet and discuss the above so we can find a way forward with you so we can avoid any future incidents". It also noted that if future incidents did occur, that it could lead to a more formal "discussion and process".

[40] A facilitated meeting was held on 27 March 2024. The first meeting, or first part of the meeting, related to the response to Inspector Pakes' concerns. Ms Woollett attended with her support person Mr Edgecombe. Superintendent Rowland and Inspector Pakes also attended. Ms Woollett says that she felt the meeting was run like a disciplinary meeting, that Inspector Pakes spoke over her, and that she felt she was being told off.

[41] The second meeting, or second part of the meeting, was to discuss Ms Woollett's complaint. However, Ms Woollett says what occurred involved no recognition of her concerns from Inspector Pakes.

[42] Notes were made in relation to each of the meetings by Superintendent Rowland. They reflect that Ms Woollett, in effect, denied the issues raised by Inspector Pakes and that the result of the first meeting was that Inspector Pakes was to send Ms Woollett a letter of expectations.

[43] The notes of the second meeting included that Ms Woollett explained she felt isolated and excluded, and Inspector Pakes suggested he had been undermined by Ms Woollett. Ms Woollett explained that she felt the issues began about six months prior in relation to the text message she had sent, for which she had apologised, and that she had felt isolated and excluded since then. Ms Woollett sought an acknowledgement that the events relating to her concerns had occurred and for the alleged behaviour to stop. Inspector Pakes sought the end of any undermining and proposed weekly meetings be held.

[44] On 15 April 2024, Superintendent Dunn wrote to Ms Woollett noting that no way forward had been established and inviting her to a meeting. Ms Woollett met with Superintendent Dunn on 22 April 2024.

[45] On 26 April 2024, Inspector Pakes sent Ms Woollett a letter of expectations. Ms Woollett says that they were not “agreed” as stated.

[46] A culture session was held on 29 April 2024, facilitated by Inspector Rose and another individual. Ms Woollett’s version of the session is, in effect, that it involved many of the team members attacking her. She says the meeting deteriorated after Inspector Pakes accused her of undermining him and aggressively criticised her.

[47] In an email of 29 April 2024 to Kia Tū, Ms Woollett said “Has my complaint been substantiated or not? What if any, outcome of result has there been for Mark?”

[48] Ms Woollett met with Kia Tū again on 31 May 2024, together with Mr Booth. She says she was advised that Kia Tū were unable to do anything further. Inspector Hurley’s evidence, in effect, was that it was communicated that the Kia Tū process was at an end.

[49] Ms Woollett says she spoke with Inspector Pakes on approximately 6 or 7 June 2024 about a position as AIMP visiting fellow that was advertised through NZ Police. She says Inspector Pakes said it would be a great opportunity for her and otherwise referenced positive feedback about the work in Fiji. Ms Woollett says she took from that that Inspector Pakes would support her application.

[50] On 13 June 2024, Inspector Pakes wrote to Ms Woollett that it was his opinion that Ms Woollett’s behaviours were not meeting expectations. The email provided a summary of what he said had been discussed with her and included a range of perceived issues in the nature of Ms Woollett acting as an individual rather than a team player.

[51] Ms Woollett was advised on 17 June 2024 that the AIMP application was not progressing on the basis that the application had not been supported by her supervisor. Ms Woollett says she considers the absence of support from Inspector Pakes to have been retaliatory.

[52] On 19 June 2024, Inspector Pakes emailed Ms Woollett advising that she was directed to check with Inspector Pakes before engaging with any Fiji Police member of Senior Sergeant or higher rank.

[53] Ms Woollett, through her counsel, raised personal grievances with Police on 16 July 2024. That correspondence included, as one option amongst others, that Ms Woollett be returned to NZ without financial disadvantage.

[54] On 18 July 2024, Ms Woollett received correspondence from Police HR in which it was asserted that she had “requested an end” to her deployment. On or about 19 July 2024, Ms Woollett was advised that ISG had decided to return her to New Zealand.

Was Ms Woollett unjustifiably disadvantaged in her employment?

The test of justification

[55] Section 103A of the Act sets out the test for justification. The Authority must consider, on an objective basis, whether Police’s actions, and how Police acted, were what a fair and reasonable employer could have done in all of the circumstances at the time the action occurred.¹

[56] Justification requires the consideration of both substantive and procedural fairness. The onus is on Police to justify its actions. Section 103A of the Act requires the Authority to consider the factors set out at s 103A(3) and also the requirements of good faith set out at s 4(1A) of the Act.

[57] Police are obligated to act as a good employer and to deal with employees in good faith.

The correspondence of 26 April and 13 June 2024

[58] Ms Woollett claims that she was unjustifiably disadvantaged in relation to both the letter of expectations on 26 April 2024 and the 13 June 2024 correspondence which she says asserted that she had not acted in accordance with the expectations.

[59] Police submitted that the relevant action involved provision of only a letter of expectations, with Ms Woollett having requested formal notice of the issues being raised, and that Ms Woollett was not therefore disadvantaged.

[60] For any unjustified disadvantage claim to be made out, Ms Woollett would need to establish that her employment, or one or more conditions of her employment have

¹ Employment Relations Act 2000, s 103A.

been affected to her disadvantage.² If Ms Woollett was disadvantaged, the issue of justification would need to be considered. Section 103A of the Act sets out the test for justification which I have otherwise set out. If disadvantaged, the Authority must consider, on an objective basis, whether Police's actions, and how Police acted, were what a fair and reasonable employer could have done in all of the circumstances at the time the action occurred.³

[61] I do not consider the initial letter of expectations was necessarily disciplinary in nature. Nor am I satisfied that Police were obligated to conduct a fulsome investigation of the relevant issues that were being raised in the context of there being no formal disciplinary process. The letter of expectations itself included rather broad statements including as to internal unity, support of others, and individual accountability. While the letter of 26 April 2024 included references to concerns held by Inspector Pakes, I find that the expectations recorded were not inconsistent with Ms Woollett's terms and conditions of employment and the reasonable directions that might be issued by Police as her employer.

[62] The letter of expectations also set out, on its final page, further expectations relating to future conduct and communication. Those expectations were not in themselves unreasonable and that they concerned communication and approval mechanisms that were consistent with reasonable and lawful directions that could be issued to Ms Woollett. However, that correspondence needs to be considered in light of the letter of 25 March 2023. I consider it clear that in that context, the letter of expectations, while not expressly, comprised a form of disciplinary action given it relied on findings as to Ms Woollett's conduct.

[63] The email correspondence of 13 June 2024 further discloses the issue with the approach taken. The email set out a range of concerns that were said to have been discussed with Ms Woollett on 3 and 10 June 2023 and concluded with Inspector Pakes advising that he considered the various behaviours referenced in the email to had fallen outside of the expectations. Ms Woollett was asked to reflect on the matters raised and to address them.

² Employment Relations Act 2000, s 103(1)(b).

³ Employment Relations Act 2000, s 103A.

[64] The 13 June 2023 correspondence went beyond listing concerns and reminding Ms Woollett of Police's expectations. Instead, the correspondence included findings of fact while effectively concluded that the expectations previously set, or restated, had been breached by Ms Woollett. That finding was expressed as Inspector Pakes' opinion, but in my view the conclusion nonetheless amounted to a concluded view that the conduct had occurred and that Ms Woollett's actions were in breach of the expectations set and therefore the conditions of her employment.

[65] The 13 June 2023 email did not make reference to any formal disciplinary action. However, I find that the inclusion of the findings was averse to Ms Woollett and her employment. In effect, albeit not in express terms and absent any specific disciplinary consequence, the email, and the relevant communications taken together, amounted to a form of disciplinary action impacting her employment. The absence of a specific disciplinary consequence in my view made the situation worse and created uncertainty as to what impact the adverse findings made would have on Ms Woollett's employment. I conclude that Ms Woollett was disadvantaged in her employment by the issuing of the 26 April and 13 June 2023 correspondence.

[66] As to the issue of justification, I find that the actions of Police were not consistent with those that were open to a fair and reasonable employer. The findings made were not subject to any formal investigation process and the process was otherwise procedurally deficient. Consequentially, I am not satisfied that a substantive justification for the action has been made out.

[67] The deficiencies in process are not surprising given the apparent view taken at the time that the issues were being raised informally and that investigation was not required. That may well have been true to a point, but I find that point was surpassed when the conclusions were reached as to whether the conduct in question had in fact occurred.

[68] I note at this juncture that I do not conclude the actions of Inspector Pakes more generally were designed to detriment Ms Woollett, nor do I find that Inspector Pakes was necessarily unfairly raising issues with Ms Woollett in the initial stages. Having regard to his evidence, I consider Inspector Pakes initially sought to raise the issues informally in the interests of both Ms Woollett and the broader team given important operational considerations and the likely impact of the process being formalised.

Inspector Pakes was eager to avoid any more formal process that might impact on Ms Woollett and the deployment activities more generally. However, the process ultimately took a path that caused disadvantage to Ms Woollett.

[69] I conclude that Ms Woollett was unjustifiably disadvantaged by the issuing of the 26 April and 13 June 2023 email and the findings made therein.

The response to the bullying complaint

[70] There is no question that Ms Woollett made a complaint as to the alleged conduct of Inspector Pakes and the impacts she said that was having on her. There is also no question that Ms Woollett agreed to a process whereby there would be some facilitation of the issues. However, it is also clear that Ms Woollett later made it clear that the restorative process did not result in resolution of her complaint and that she was seeking an investigation and outcome from the issues she had raised.

[71] Ms Woollett's claims were not such as they could be simply dismissed out of hand. While ultimately an investigation may have concluded that Inspector Pakes' conduct was unproblematic, such a conclusion could not be reached without investigation.

[72] There was a hesitance on the part of Police to formally investigate the concerns raised by Ms Woollett. I conclude that the hesitancy was primarily on account of the potential disruption to the deployment as opposed to an unwillingness to investigate more generally. However, there was also evidence to the effect that internal capacity for investigations had been impacted by budgetary restrictions.

[73] While an informal or facilitative approach may have been appropriate as an initial means by which to attempt to resolve the complaint, the complaint clearly wasn't resolved. Ms Woollett's concerns, formally notified to Police, were serious in that she was alleging bullying by a senior officer. She notified Police of what she said were the psychological impacts of that alleged bullying. The perceived impacts were later relied upon by Police as being serious enough to action returning Ms Woollett to New Zealand on safety grounds. In those circumstances, the absence of any more formal investigation becomes significantly less understandable.

[74] Police failed to act as a fair and reasonable employer in failing to deal with Ms Woollett's complaint other than through the unsuccessful attempts at facilitation. It was

clear that any facilitative process had not resulted in a satisfactory outcome, for either Ms Woollett or Police. Further, Ms Woollett clearly considered the matter unresolved and communicated a desire to have the matter resolved by Police. While an employer is not obligated to conduct a fulsome investigation into complaints raised by employees, here I do not consider that any view held that it was not a disciplinary matter or that misconduct had not occurred to be of particular relevance.

[75] The somewhat unusual circumstances raised as to the realities of overseas deployment are relevant in the sense that such an investigation may have been difficult, and indeed that it may be more appropriate for those involved to be returned to New Zealand. However, that consideration only really occurred at a later point once the personal grievance notification was received by Police. The complaint itself having been closed off by at least 31 May 2024 when Ms Woollett was notified of that. While a relevant factor, I am not satisfied that the absence of meaningful action to investigate Ms Woollett's complaint is adequately explained by the circumstances of the deployment and associated issues which may have made an investigation process more difficult. I find that there was no real consideration given to conducting an investigation at all at the relevant time.

[76] I am not satisfied that the actions taken by Police in initiating the letter of expectations and team culture session were inappropriate. However, I do not consider either were a direct and exclusive attempt at resolving Ms Woollett's complaint or concerns. While I find there was a genuine desire to resolve the issues that were being raised by Inspector Pakes, and what were likely perceived as issues impacting the team culture and relationships, they were not the actions of a fair and reasonable employer in seeking to resolve Ms Woollett's complaint or concerns.

[77] Ms Woollett's claim that she was unjustifiably disadvantaged by Police's failure to adequately deal with her complaint is successful.

Actions relating to the AIPM VF role

[78] Ms Woollett claims that she was unjustifiably disadvantaged by Police's actions relating to her application for the AIPM role. The relevant actions/inactions are said to relate to a lack of support for that application in circumstances where she was not advised of the same in advance.

[79] Police submitted that no request to support the application was made of Inspector Pakes, nor that there was there any commitment from him to support the application. Police also submitted that the relevant role was for the rank of Inspector, with Ms Woollett being a Senior Sergeant.

[80] In terms of the evidence, I do not consider it relevant that Ms Woollett had the impression that Inspector Pakes would support the application. To the extent Inspector Pakes otherwise made favourable comments to Ms Woollett personally, and while advising he would pass on a favourable review in relation to a matter unrelated to the specific application, it is clear from the evidence that there was no explicit agreement that Inspector Pakes would support the application.

[81] Inspector Pakes was not obligated to support the application, nor was there a direct request that he do so. Ms Woollett may well have formed the view that Inspector Pakes would support the application. Objectively, his actions when discussing the role with Ms Woollett indicate that he probably would. However, I do not consider the evidence supports a view that he actually would do so, nor that he agreed to do so.

[82] I find there was no obligation to support the application, nor was Inspector Pakes required to advise Ms Woollett that he was not going to support the application in circumstances where she had not directly requested that he do so.

[83] Despite the above, it was not a matter of simply declining to support the application. Inspector Pakes gave reasons for not supporting the application, including as to his view of their being a prerequisite that the applicant hold the rank of Inspector. Ultimately, I do not consider that position correct given Ms Woollett was otherwise advised she could apply.

[84] It is also apparent that rather than merely declining to support the application, Inspector Pakes commented negatively on Ms Woollett's performance in her role with Police to the relevant individual that contacted him regarding Ms Woollett's application. That included comments as to Ms Woollett allegedly not conducting "...herself in a manner considered in line with OUR VALUES..." in an international setting, and that she had "...not operated well in a Team environment" having a negative impact on the programme and team culture".

[85] The views are expressed as being conclusive rather than being matters of opinion that might be offered in the course of being asked as a referee. They are also directly attributable to the adverse findings Police had made in relation to Ms Woollett by reference to the 13 June 2023 email.

[86] While declining to support such an application in of itself may not have been problematic in isolation given the absence of a commitment to do so, what occurred was that the adverse findings earlier made were used to Ms Woollett's detriment. The actions of disclosing untested adverse findings comprised a breach of good faith, were inconsistent with Police's obligation to act as a good employer, and disadvantaged Ms Woollett in her employment without justification.

[87] Ms Woollett's claim that she was unjustifiably disadvantaged in her employment by the actions of Police regarding her application for the AIPM role is successful.

The early ending of the deployment in Fiji

[88] Ms Woollett claims that she was unjustifiably disadvantaged in her employment by the actions of Police regarding her return from deployment in Fiji.

[89] Police submitted it was fair and reasonable to require Ms Woollett to return to New Zealand given the health and safety concerns she had reported.

[90] Ms Woollett, via her counsel, notified Police of her personal grievance on 16 July 2024. In the relevant correspondence, various remedies were sought which included "...Jasmine is redeployed to a different location or returned to New Zealand without suffering financial disadvantage for doing so...". An email response from Police to counsel for Ms Woollett on 18 July 2024 asserted that Ms Woollett had requested an end to her deployment.

[91] Counsel for Ms Woollett again wrote on 19 July 2024, noting that the ending of the deployment was only one aspect of the remedies claimed, and in summary, that she wished to maintain the status quo pending mediation. Police then responded, through Superintendent Dunn, on 25 July 2024 advising that Ms Woollett was being recalled to New Zealand on health and safety grounds. The letter went on to quote aspects of the personal grievance letter referencing distress, upset, sleeplessness, and fear of harassment. The letter also recorded that consideration had been given as to whether to

recall Inspector Pakes, and that consultation had occurred regarding repatriating Ms Woollett, including on the basis of what was said to have been the request to end the deployment in the personal grievance notification. The correspondence also referred to the Overseas Assignment Policy.

[92] There is a significant difficulty with the explanation regarding the ending of the deployment in that Ms Woollett had raised a complaint some significant time earlier. The Kia Tū complaint of 6 March 2024 recorded that Ms Woollett felt bullied and attacked, that she felt isolated and unable to raise any concerns, that there had been heated conversations, and that it had been obvious she was upset but had not been offered any support. While there was some difference, the concerns raised by Ms Woollett in the Kia Tū complaint were not substantially different to those in the personal grievance letter.

[93] The 25 July 2024 letter from Superintendent Dunn stated that “...Police has serious concerns about Jasmine remaining in Fiji and has made the decision to recall her to New Zealand on health and safety grounds, as permitted by the Overseas Assignment Policy...”. The letter referred to Police being on notice as to the “...increased level of Jasmine’s distress...”, and its obligations under the Employment Relations Act 2000 and Health and Safety at Work Act 2015.

[94] The Overseas Assignment Policy provides that the National ISG Manager may require an assignee to return where there are concerns that their health or wellbeing that impact on the assignee’s ability to carry out their role. I do not consider it unreasonable to interpret that as permitting such a return where the concern relates to the assignee being able to carry out their role safely. What is clearly mandatory is that there be consultation about any decision to return the assignee and as to any impact on the ongoing payment of overseas allowances. That obligation applies prior to Police making a decision about repatriation.

[95] I consider Police’s actions in ending the deployment were procedurally unjustified having regard to the failure to consult Ms Woollett, both as to any decision to repatriate and as to the issue of payment, prior to making a decision about repatriation.

[96] The failure to consult was not cured by what were said in the letter of 25 July 2024 to have been prior steps amounting to consultation. That alleged consultation was

said to include correspondence with counsel for Ms Woollett and input from Ms Woollett. Notwithstanding clarification of Ms Woollett's position having been provided, Police continued to frame the repatriation as having been requested by Ms Woollett.

[97] In terms of the health and safety grounds identified, I do not consider the conclusion reached by Superintendent Dunn, as to there being a substantive reason to remove Ms Woollett from the deployment, would have been in of itself necessarily unreasonable. However, the grounds for doing so and any proposal to do so was not put to Ms Woollett prior to the decision being made. Ms Woollett was denied the opportunity to influence any decision regarding continued payment of allowances prior to the decision being made. While there had been some correspondence addressing a period of special leave, alternative positions, and a period of extending the allowances, all of that was predicated on Ms Woollett having requested the repatriation with the decision having already been made.

[98] Ms Woollett's claim that she was unjustifiably disadvantaged by the decision to repatriate is successful.

Personal grievance remedies

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

[99] Ms Woollett gave evidence as to the impacts that the actions of Police had on her. She says that she had sleepless nights, that her personal relationships were strained, and that she was concerned about her ongoing employment with Police. Ms Woollett has since left her employment with Police. I take into account her evidence as to the concerns she had regarding her ongoing employment, but record that I make no finding as to the reasons for her ultimately leaving her employment.

[100] Mr Booth also gave evidence as to the impact on Ms Woollett, including as to his observations as to her mood and temperament. As with Ms Woollett's evidence, Mr Booth attributes much of the impact to what might be termed alleged harassment, abuse and/or targeted actions against Ms Woollett.

[101] I am satisfied that Ms Woollett was impacted by the unjustifiable actions of Police and that the impacts were not minor. However, I am not satisfied that all of the alleged impacts are attributable to the actions of Police, and many relate to the perceived

actions of Inspector Pakes prior to 13 June 2023. I make no finding that those actions were unjustified, and I do not consider any impact from them to be compensable.

[102] I deal with compensation based on the actions relating to Ms Woollett's complaint, and separately the ending of the deployment, as being distinct from the other established disadvantage claims. For each, I consider \$5,000 an appropriate award. I consider the 13 June 2023 correspondence and communications regarding the AIMP should be considered together as being related to the adverse findings that were made, and I consider a total award in relation to those claims of \$11,000 appropriate.

[103] Having seriously considered the evidence and submissions as to compensation, I find that a total award of \$21,000 is appropriate for humiliation, loss of dignity, and injury to the feelings.

Loss of wages/benefit/special damages

[104] Ms Woollett was entitled to various payments and allowances that were impacted by the decision to end the deployment early. The loss is said to arise from the period 6 September 2024, when the allowances ceased, through to 14 March 2025, when the deployment would otherwise have ended, said to be a period of 27 weeks. I record the sums claimed below:

Basis for payment claimed	Sum claimed
Expatriate allowance	\$10,720.57
Location category rating allowance	\$10,384.61
Cost of living adjustment allowance	\$1,495.38
Partners allowance	\$2,596.15
Electricity costs that would have been paid by Police in Fiji	\$519.37
Phone and internet costs that would have been paid by Police in Fiji	\$727.00
Vehicle expenses that would not otherwise have been incurred	\$4,272.05
Total	\$30,715.13

[105] The Overseas Assignment Policy provides that, in the present circumstances, the continued payment of overseas assignment allowances would be reviewed. That was also a matter in relation to which Police were obliged to consult with Ms Woollett. I do not consider, as submitted for Police, that the allowances are necessarily restricted

only to the duration of the deployment. The Overseas Assignment Policy clearly contemplates the potential continuation of some allowances where a deployment is proposed to be ended due to health and wellbeing concerns. The ongoing payment of those allowances would be a matter for consultation and is not mandatory in terms of the Overseas Assignment Policy.

[106] The claimed period start date is 6 September 2024, that being the date on which the payment of the allowances ceased, and mediation occurred. Ms Woollett was advised of the repatriation decision on 25 July 2024. Ms Woollett returned to New Zealand on or about 24 August 2024.

[107] By the time the payment of the allowances ceased, the parties had exchanged correspondence dealing with the issue of allowances in some level of detail, their respective positions being relatively clear.

[108] Having regard to the nature of the allowances and the positions of the parties as evidenced in the contemporaneous correspondence, I consider it more likely than not, had compliant consultation occurred prior to a decision being made, that the continued payment of the allowances would not have been ongoing to the original date on which the deployment was scheduled to end. However, I find that the ongoing payment of the allowances for a period would have been likely for a period following Ms Woollett's return and her resettling in New Zealand.

[109] Invariably, there is some uncertainty as to the relevant period but at the core I accept that the allowances are effectively intended to be paid while on deployment having regard to the costs of being actually on deployment and that they would not have continued unchanged. I find that any agreed period would not have exceeded six weeks from the date the payments actually stopped and I consider that an appropriate basis on which to order payment. On that basis, and in terms of s 123(1)(c) of the Act, I order Police to make payment of the following to Ms Woollett:

Basis for payment claimed	Sum claimed
Expatriate allowance	\$2,382.35
Location category rating allowance	\$2,307.69
Cost of living adjustment allowance	\$332.31
Partners allowance	\$576.92

Total	\$5,599.27
--------------	-------------------

[110] The other costs claimed by Ms Woollett are not lost wages, nor are they monetary benefits, and I am otherwise not satisfied there is a proper basis on which any orders should be made for special damages

Contribution

[111] I am required by s 124 of the Act to consider the extent to which the actions of Ms Woollett contributed towards the situation giving rise to the personal grievances. While Ms Woollett may have at times been unresponsive to the informal feedback given, she was not obligated to agree with it. To the extent some of her actions might be considered to have been undermining of Inspector Pakes, I do not consider any of those actions could be said to have contributed to the circumstances given rise to the personal grievances that have been established.

[112] I order that the Police make payment to Ms Woollett, within 28 days of this determination, of:

- (a) the sum of \$21,000 as compensation for humiliation, loss of dignity, and injury to feelings; and
- (b) the sum of \$5,599.27 in terms of s 123(1)(c) of the Act,

Breach of the IEA, Collective Agreement, and/or of good faith?

[113] Ms Woollett claims that Police breached the following:

- (a) An implied term and condition of her employment that Police would provide a safe work environment;
- (b) An implied term and condition of trust and confidence;
- (c) Clause 5.1 of the Collective Agreement as to compliance with the Health and Safety at Work Act 2015;
- (d) Clause 5.16 of the Collective Agreement requiring that there be no disadvantage in the event of temporary redeployment for a health and safety reason;
- (e) A contractual duty to be a good employer;
- (f) The duty of good faith at s 4 of the Act.

[114] Police deny having breached any express or implied contractual terms.

[115] I am not satisfied that Police breached any of its health and safety obligations. Significantly, while a complaint was made by Ms Woollett, it is also the case that for a significant period she indicated a desire just to have the alleged behaviour to stop and otherwise was content for the complaint to be subject to a restorative process. That later changed. However, I am not satisfied, given those circumstances, that there was any issue in relation to which it could be said that Police failed to provide a safe place of work. While it is perhaps the case that earlier steps could have been taken, it is also true that Ms Woollett was later removed from the circumstances amounting to the alleged unsafe work environment.

[116] Further, as I have otherwise noted, I am not satisfied that any of the actions prior to 13 June 2024 were necessarily unreasonable. I am not satisfied that there was an unsafe course of conduct embarked upon by Inspector Pakes. While Police's actions were unjustified, I do not otherwise consider they would give rise to a breach of any contractual health and safety obligations.

[117] In terms of clause 5.16 of the Collective Agreement, I do not consider the ending of the deployment amounted to a temporary redeployment and I am not satisfied that term had application to the relevant circumstances.

[118] The basis on which the breach of good faith claim was put is that Police failed to be responsive and communicative in terms of the provision of information prior to the making of adverse findings. It is also claimed that Police breached a contractual duty to act as a good employer in failing to comply with its own policies and procedures.

[119] I am not satisfied that either of the claims are made out. While I have otherwise recorded my findings as to good faith and the obligation to act as a good employer, the grounds differ. In any event, I do not consider the claimed breaches, if established, would give rise to remedies sufficient to displace those for which compensation has been ordered in relation to the personal grievance claims.

Should any recommendations be made?

[120] Ms Woollett sought the making of various recommendations by the Authority as to measures that might be taken by Police to address various alleged deficiencies as to the procedural aspects involved in her personal grievance claims. I decline to make the recommendations sought.

[121] Police may wish to internally review aspects of its procedures. However, having regard to the special circumstances and considerations relating to overseas deployments, I do not consider making any specific recommendations to avoid similar issues would be appropriate.

Summary of orders

[122] I order that Police make payment to Ms Woollett, within 28 days of this determination, of the following in relation to her successful personal grievance claims:

- (a) \$21,000 as compensation for humiliation, loss of dignity, and injury to feelings; and
- (b) \$5,599.27 as compensation under s 123(1)(c) of the Act.

[123] Ms Woollett's other claims are unsuccessful.

Costs

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

[125] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Ms Woollett may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination. From the date of service of that memorandum Police will then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[126] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual "daily tariff" basis, for a three-day investigation meeting, unless circumstances or factors, require an adjustment upwards or downwards.⁴

Rowan Anderson
Member of the Employment Relations Authority

⁴ For further information about the factors considered in assessing costs see: www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1