

*Under the Employment Relations Act 2000*

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY  
WELLINGTON OFFICE**

**BETWEEN** Darryl Grant Askew (Applicant)  
**AND** Tegel Foods Ltd, T/as Coq Au Vin Poultry (Respondent)  
**REPRESENTATIVES** Robert Foitzik for Applicant  
Raewyn Gibson for Respondent

**MEMBER OF AUTHORITY** G J Wood

**SUBMISSIONS RECEIVED** 20 May 2005  
**BY**  
**DATE OF** 31 May 2005  
**DETERMINATION**

**COSTS DETERMINATION OF THE AUTHORITY**

1. In my substantive determination, I concluded that Mr Darryl Askew's warning and subsequent dismissal from the employment of Tegel Foods Limited t/a Coq au Vin Poultry Limited (Tegel) were justified.
2. On behalf of Tegel, Ms Gibson claims a reasonable contribution towards Tegel's costs of \$4,580.25. In particular, Ms Gibson noted that Tegel had made a *Calderbank* offer to Mr Askew in the sum of \$3,000, which he had refused.
3. On behalf of Mr Askew, Mr Foitzik submitted that costs should not exceed \$1,500, particularly as Mr Askew would face significant hardship in paying costs above this in the short term. He also submitted that Mr Askew evaluated the *Calderbank* offer in a situation of extreme stress.
4. I do not accept that the *Calderbank* offer was made in any manner that could be described as unfair to Mr Askew. He was given six days in which to accept it and he was represented throughout this period by Mr Foitzik. In any event, Mr Askew knew

that if he was unsuccessful in his claims before the Authority then he would face a claim for costs.

5. I also consider it appropriate to take into account Mr Askew's financial situation (although costs can be paid over time by agreement) and the general level of costs awards in the Authority.
6. I therefore determine that the applicant, Darryl Askew, is to pay to the respondent, Tegel Foods Limited, t/a Coq au Vin Poultry, the sum of \$2,000 as a contribution to its costs.

**G J Wood**  
**Member of Employment Relations Authority**