

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKĀURAU ROHE**

[2022] NZERA 349
3147201

BETWEEN	ANDY CHEN First Applicant
AND	WEI ZHANG Second Applicant
AND	WJ CORPORATION LIMITED Respondent

Member of Authority:	Sarah Blick
Representatives:	Benjamin Hinchcliff, counsel for the applicants Wei Liu, for the respondent
Investigation meeting:	19 July 2022
Submissions received:	29 April 2022 from the applicants 5 May 2022 from the Respondent
Determination:	28 July 2022

DETERMINATION OF THE AUTHORITY

What is the employment relationship problem?

[1] The applicants, Andy Chen and Wei Zhang, were employed by the respondent WJ Corporation Limited (WJCL) between 14 December 2020 and 19 January 2021 as kiwifruit orchard workers. They were employed on a casual basis pursuant to written employment agreements with WJCL. The applicants say that on 19 January 2021 they were dismissed by WJCL two hours into a shift, and that the dismissals were unjustifiable.

[2] The applicants also state they were unjustifiably disadvantaged by not being paid correctly, being asked to pay back holiday pay and threatened if they did not make that payment.

[3] The applicants seek a “moderate” amount in compensation for humiliation, loss of dignity and injury to feelings, payment of lost wages for the remainder of the shift on 19 January 2021, legal costs and reimbursement of the Authority’s filing fee.

[4] WJCL says that on 19 January 2021 the applicants’ shifts were ended two hours into the shift due to the very light workload that day. It says the work hours offered to its employees are dependent on weather conditions but also the amount of work that is contracted to it. WJCL says it provides no guaranteed days or hours for this reason and employs staff on a casual basis.

What has the Authority’s process been?

[5] In the course of a case management conference with the parties, it was agreed this matter could be determined on the papers by way of affidavit evidence and submissions.

[6] The Authority received affidavits for the applicants Mr Chen and Ms Zhang, and Mr Wei Liu, WJCL’s director. The applicants’ affidavits and submissions show that a key evidential dispute exists around what was discussed between the parties on 19 January 2021, the applicants’ last day of employment.

[7] To ensure this dispute was aired, on 19 July 2022 I held an investigation meeting by audio visual link (Zoom). The applicants attended and were represented by counsel, and Mr Liu attended for the WJCL. I questioned the applicants and Mr Liu, and the parties had the opportunity to question and cross-examine the witnesses.

[8] The Authority also received helpful written and oral submissions from both parties.

[9] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination does not record all the evidence and submissions received, and fully considered, during the Authority’s investigation but has stated findings of fact and law,

expressed conclusions on issues necessary to dispose of the matter, and specified orders made as a result.

What are the issues?

- [10] The following are the issues for investigation and determination:
- a. Were the applicants dismissed from their employment?
 - b. If so, were the dismissals unjustified?
 - c. Were the applicants unjustifiably disadvantaged in their employment?
 - d. If the applicants have personal grievances what remedies should be awarded, being:
 - i. Compensation under s123(1)(c)(i) of the Act; and
 - ii. Lost wages for their final day of work?
 - e. If any remedies are being considered, should they be reduced (under s124 of the Act) for blameworthy conduct that contributed to the situation giving rise to the grievance?
 - f. Are the applicants owed any payments relating to public holidays?
 - g. Should either party contribute to the costs of representation of the other party?

What do the parties say happened?

[11] The applicants are a couple. On 14 December 2020 they started working for WJCL at kiwifruit orchards in the Bay of Plenty region.

[12] On about 15 December 2020, Mr Chen signed an employment agreement with WJCL, and on about 20 December 2020, Ms Zhang signed an employment agreement with it. Both agreements are titled “casual employment agreement” and contain the same terms and conditions. Both state the applicants will be paid at a rate of \$18.90 per hour gross, plus holiday pay of 8 per cent, paid on a weekly basis.

[13] The agreements relevantly state:

Type of employment agreement

The employee will work on a casual “as required” basis with no expectation of ongoing employment. The employer will give reasonable notice when asking the employee to work, and the employee may choose whether to accept or decline the work. If the offer of work is accepted, the employee must complete it – unless either the employer or employee ends this agreement.

Each time the employee accepts an offer of work it is considered a new period of employment. The terms of this agreement will apply to each new period of employment unless the employer and employee agree to any changes.

...

Hours of work

The employee is employed on a casual “as required” basis and may agree to work if the employer asks them to. The employer may offer work during its usual hours of business of Monday – Sunday, between the core hours of 7am-7pm. There is no obligation on the employer to offer work or the employee to accept offered work.

The employer will offer no minimum number of hours for each work session.

...

Ending employment: Serious misconduct

If, after following a fair process, the employer concludes that the employee has engaged in serious misconduct, the employee may be dismissed without notice.

Serious misconduct is behaviour that fundamentally compromises the employer’s trust and confidence in the employee.

[14] Examples of serious misconduct are given.

[15] More often than not the applicants worked nine hour days, between 8am and 5.30pm. On a few occasions they worked shorter days – either due to bad weather or finishing all the available work at an orchard before 5.30pm.

[16] On 19 January 2021 the applicants started working at 8am for WJCL. This was the time the applicants normally started work, unless arrangements had been made otherwise. The applicants worked for two hours and then went for a break at 10am along with other workers.

[17] The applicants say that during or after the morning break, they were asked to meet and talk with Mr Liu. They say that Mr Liu had heard from one of the other workers that the applicants were calling Employment New Zealand (ENZ) to ask about public holiday pay.¹ Mr Chen says Mr Liu thought they were calling ENZ to report him. Both applicants say Mr Liu blamed them and stated they were messing up the working environment by talking about this matter. The applicants say they explained to Mr Liu that they did not go around talking about it to other workers but instead workers

¹ Employment New Zealand is a part of the Ministry of Business, Innovation and Employment and is a source of information on employment.

had come to them because they believed Mr Chen was most likely to know about these matters as the only locally born person working there. The applicants say most of their colleagues at the time spoke little English and did not know about employment laws.

[18] The applicants say Mr Liu became very angry and reprimanded them loudly and said he was very disappointed in them. They say this took place in front of other workers. They state Mr Liu told them their “cooperation” was “at an end” and to leave the orchard, which they did. The applicants say Mr Liu did not say anything about there not being enough work available for the rest of the day.

[19] The applicants say they were not paid for their 10 minute rest break, and had been scheduled to work nine hours on 19 January 2021. When I questioned the applicants about why they believed they were scheduled to work nine hours that day, they said it was because weather permitting they would work a full nine hour day. On a few occasions they had been notified in advance or once they arrived at an orchard that their start time would be delayed or would not be working due to the weather. Neither party suggested there was rain or bad weather on 19 January 2021 that would prevent the applicants working a full day.

[20] Ms Zhang outlined in her evidence that only once or twice previously they had finished at about 4pm when there was not more work left at a particular orchard, and it was too late in the day to start work at another orchard. She said this only happened late in the day. Ms Zhang said there appeared to be enough work at the orchard to keep working on 19 January 2021.

[21] The applicants state WJCL had not paid them public holiday pay for Christmas Day, Boxing Day, New Year’s Day and the day after New Year’s Day until after they were dismissed. Mr Liu annexed payslips for the applicants to his affidavit, which state Mr Chen was paid \$348.84 for those public holidays on 28 January 2021. Ms Zhang was paid \$351.84 for the public holidays on the same date. The applicants accept they received those amounts.

[22] The applicants annexed screenshots of text messages between Ms Zhang and Mr Liu, along with translations into English, to their affidavits. Mr Liu has not disputed the accuracy of the translations.

[23] The text message translations show that on 9 February 2021, Ms Zhang text Mr Liu stating they had been fired and were leaving Te Puke that day. Mr Liu responded, saying:

Andy, I have received the letter from your lawyer Zhang Wei (SIC), and I have let the matter resolve through the law. I now ask you to refund your Holiday pay 351.84 and 348.84 in total, because you do not meet the conditions for getting it. As for why it is recommended to ask your lawyer. These two sums of money are paid by the company, not my own, so you must return it and cannot occupy it. I hope you will return it within three days. If we do not receive it, we will notify the school and the immigration and other departments. Because it is public money, we will follow the laws and regulations. WJ corporation Ltd Account [number].

[24] Mr Liu says that as Mr Chen was a university student, he and Ms Zhang were only able to work for WJCL short term, as they would be moving to Auckland in February in time for the university semester starting.

[25] Mr Liu says there is no evidence to support the claim the applicants' shift was scheduled for nine hours. He says the point of WJCL using casual contracts is that working hours are unpredictable and cannot be guaranteed.

[26] Mr Liu states that the reason for the applicants only working two hours on 19 January 2021 was because of last minute changes in the workload allocated to WJCL by another company. Mr Liu says there were only a few hours of work available on 19 January 2021. To ensure efficiency, he split the hours available between the eight employees who were on site. He says he asked four employees to work from 8am to 10am, and the other four to work 8am to 12pm.

[27] Mr Liu states that when they had a break at 10am, he approached the applicants and explained that due to the light workload he did not have enough hours for everyone so their work was finished for the day. Mr Liu says this conversation was had in private, no inappropriate language was used, and that he did not use words such as "fired" or "dismissed". Mr Liu says he spoke to two other workers and relayed the same information to them. He says none of the workers, including the applicants, showed any signs of being upset, humiliated or distressed at the arrangement.

[28] Mr Liu says he heard nothing further from the applicants until 21 January 2021, when he received notification of their unjustified disadvantage and dismissal grievances.

[29] Mr Liu says WJCL paid all wages and holiday pay owing to the applicants, and filed timesheets and payslips as proof of payment.

[30] Mr Liu says the applicants did not come to work on many occasions for personal reasons, and refers to an instance of Mr Chen finishing work early one day to take a nap in his car. Mr Liu says these examples of them not coming to work or finishing work early was completely within their rights due to the casual nature of the employment and the ability to accept or decline work. Mr Chen says he did have to finish work early on about his second day on the job due to having heatstroke in the afternoon. He said he let one of workers know about this as Mr Liu was not at the orchard at the time. Mr Chen says the worker agreed he could finish early that day.

[31] Mr Liu further says that after the incident on 19 January 2021, the applicants went on a holiday to Gisborne, despite claiming that they were "distressed" about their employment situation. He says after they returned from their holiday, they immediately started working for another kiwifruit contractor. The applicants say that after what happened on 19 January 2021 with Mr Liu, they needed a break, and went to Gisborne for about two days. They then returned to the Bay of Plenty and started working for another contractor.

[32] Mr Liu attached annexures to his affidavit, including two statements. The first statement purports to be from a manager of a company to which WJCL contracts, being the one to which WJCL was contracted on 19 January 2021. That purported statement says due to the seasonal nature of kiwifruit work, work will only be provided daily when available and not for a fixed period. It says there is no guarantee of continual work, and that it depends on canopy growth, numbers, crops, timing, weather and grower budgets. The statement does not make any reference to 19 January 2021.

[33] The second statement, which is undated and unsigned, purports to be from another WJCL worker (Mr K) who was working at the orchard on 19 January 2021. The statement says after his break at 10am, Mr Liu came to talk to Mr K and explained that because there was not enough work for everyone that day, he would have to finish work early. Mr K says he considered this to be normal because changes like this happened all the time, and before he started working for Mr Liu he had explained he could not guarantee a certain number of working hours. The statement says the terms

were stated clearly in the contracts so Mr K did not question the arrangements on that day.

[34] Mr Liu says the applicants were not upset and did not express surprise at being told there was no work available on 19 January 2021. Mr Chen says that is not true because he and Ms Zhang were angry that their work had finished early and because they were not at fault.

[35] Mr Liu disputes the applicants' evidence that colleagues had come to them to talk about public holiday pay. Mr Liu says most of WJCL's employees had been in the kiwifruit industry for many years and were well aware of their entitlements. He further says the employees would have come to him personally if they had any queries, and it is unlikely they would need to seek advice from Mr Chen who had no prior experience in the kiwifruit industry.

What happened?

[36] The applicants were not paid for the public holidays falling on Christmas Day and Boxing Day in 2020, or New Years' Day and the day after New Years' day in 2021 in the weekly pay periods they would have been due. Based on the payslips provided, payment would have been due on 31 December 2020 and 7 January 2021, respectively. Instead, they were each paid for these in a lump sum on 28 January 2021.

[37] Mr Chen recalled at the time there was an issue whether WJCL employees would receive public holiday pay or not. He says at the time Mr Liu was not sure what to pay the employees and that he still needed to ask somebody about it. At the investigation meeting, Mr Liu confirmed he had spoken to WJCL's employees as a group about public holiday pay, and that he had sought "professional advice" about what they were entitled to for the public holidays over the Christmas and New Year period. Mr Liu says due to the holiday period there was a delay in receiving that advice. He says once he received that advice, he paid the public holiday pay to employees, including the applicants, by looking at their pattern of work over the previous two weeks. He says this resulted in the payments on 28 January 2021. As at 19 January 2021, the issue of public holiday pay for the relevant period was a live issue in the workplace and likely matter of discussion among employees.

[38] It is common ground that Mr Chen's intention was to continue working for WJCL until he was due to return to Auckland for his studies in February 2021. During her evidence, Ms Zhang stated she would have liked to continue working for WJCL after Mr Chen returned to Auckland. However, the applicants did not return to work at all after 19 January 2021. There is no evidence or correspondence showing they were either offered or declined subsequent work. Given their very regular pattern of work the previous weeks and their intention to continue working, at least some evidence about further work would have been expected if Mr Liu's account was correct.

[39] Additionally, it is noted that in the translated text messages Ms Zhang says she and Mr Chen were "fired". Rather than disputing that, Mr Liu made requests for the return of the public holiday pay. If Mr Liu had not fired them, he would likely have expressed that.

[40] In light of all of the above, I can give little or no weight to the undated and unsigned statement of Mr K.

[41] On 19 January 2021, it is common ground that the applicants completed two hours of work, and while on or just shortly after their 10am rest break, Mr Liu spoke to them. On balance, I accept it is more likely than not that other workers spoke to the applicants about their public holiday pay entitlements. I am also satisfied the applicants' account of the discussion on 19 January 2021 between them and Mr Liu is more than likely correct. Further, I accept that Mr Liu reproached the applicants for talking with other employees about holiday pay. I find that he told the applicants that they were "messing up" the working environment by talking about public holiday pay, and that their "cooperation" was at an end. I accept that Mr Liu was angry or upset about the public holiday pay issue being raised and that was the motivation for ending the applicants' shift that day. That WJCL delayed paying public holiday pay to the applicants until 28 January 2021, but then asked for it to be paid back, supports the finding that public holiday pay was a contentious issue in the workplace.

Were the applicants dismissed from their employment?

[42] The applicants accept their employment was casual. As such, they only seek payment of the remaining hours they believe they would have worked on 19 January 2021. WJCL says that because the applicants were casual, it was within its right to end their work session early that day.

[43] The Court has recognised that the nature of employment or working relationships may change over time, requiring the Authority or the Court to assess the nature of that relationship at the time appropriate to the proceedings. Where a claim is one of unjustified dismissal, the relevant time is when the relationship terminated and this may be different from what it was when it was first established. Further, such changes are often gradual and subtle and occur in day to day conduct, and when viewed overall, may lead to a conclusion that the parties have agreed implicitly to vary their original agreement for casual employment.²

[44] The Employment Court has explained the difference between the terms “casual” and “ongoing” or “permanent” in this way:

[40]...Whatever the nature of the employment relationship, the parties will have mutual obligations during periods of actual work or engagement. The distinction between casual employment and ongoing employment lies in the extent to which the parties have mutual employment related obligations between periods of work. If those obligations only exist during periods of work, the employment will be regarded as casual. If there are mutual obligations which continue between periods of work, there will be an ongoing employment relationship.

[41] The strongest indicator of ongoing employment will be that the employer has an obligation to offer the employee further work which may become available and that the employee has an obligation to carry out that work. Other obligations may also indicate an ongoing employment relationship but, if there are truly no obligations to provide and perform work, they are unlikely to suffice. Whether such obligations exist and their extent will largely be questions of fact.³

[45] While employment can be of a casual nature, dismissal may occur during a period of employment. This was confirmed by the Employment Court in *Rush Security Services Limited v Samoa* where a security officer was offered and accepted work for a four day period starting on a Monday.⁴ On that Monday he was told there was no more work for him. The Court held that ending the assignment during its course was a dismissal and the same questions of justification for that action arose whether the employment at the time was casual or ongoing.⁵

² *Jinkinson v Oceania Gold (NZ) Limited* [2009] ERNZ 225 and *Rush Security Services Limited v Samoa* [2011] NZEmpC 76, at [23]-[24].

³ *Jinkinson v Oceania Gold (NZ) Limited* [2009] ERNZ 225 at [40]-[41].

⁴ *Rush Security Services Limited v Samoa* [2011] NZEmpC 76.

⁵ *Samoa*, above n 3, at [32]-[33].

[46] A dismissal occurs when there is a “sending away” of a worker so the termination of the employment occurs at the initiative of the employer. The context and content of the communication between the worker and the employer are considered on an objective standard to discern what was more likely than not to have occurred in the facts of any particular case.

[47] The applicants’ employment agreements state that if an offer of work is accepted, the employee must complete it “unless either the employer or employee ends this agreement”. The employment agreements do not expressly make provision for ending employment during a work session, other than the ability to summarily dismiss for serious misconduct. The agreement provides that if after following a fair process the employer concludes that the employee has engaged in serious misconduct, the employee may be dismissed without notice. The serious misconduct provision would not have been needed if WJCL could end the work session at any time.

[48] The agreements also state WJCL “will offer no minimum number of hours for each work session”. Whilst the applicants and other employees appear to have accepted that work sessions could be cancelled at short notice or cut short due to bad weather, the agreements do not make this clear. I find that while WJCL was not obliged to offer a minimum number of hours for each work session, once it had offered a work session and the work session commenced, it was obliged to provide work or pay for the anticipated work session.

[49] In each of the two weeks prior to their dismissals the applicants worked a total of 52 and 51 hours each in those weeks, respectively. Further, in each of those two weeks, on five out of six work days the applicants worked nine hour days. Based on that pattern of work, and that bad weather was not an issue on 19 January 2021, I am satisfied, given this consistent pattern, that the applicants would more likely than not have worked a nine hour shift on that day.

[50] The period of the assignment during which there were mutual obligations to offer and carry out work, which included a period of up to a nine hour shift on 19 January 2021. The relevant point for this determination was that the relevant actions occurred during a period when the mutual obligations of employment existed between the parties, namely only two hours into a work session. As a result of that conclusion, Mr Liu’s actions on WJCL’s behalf at that time had to meet the statutory test of

justification: was what he did and how he did it, what a fair and reasonable employer could have done in all the circumstances at the time of those actions?⁶

Were the dismissals unjustified?

[51] Questions of justification for dismissal still arise even though the applicants were dismissed from “casual” employment. Having occurred during a period when mutual obligations existed, that decision was required to have been reached on the standard of what a fair and reasonable employer could have done. Mr Liu’s actions failed to meet that standard because he had not investigated his concerns, did not give the applicants an opportunity to respond to them and did not genuinely consider the explanations given by them. Mr Liu summarily dismissed the applicants. The applicants were not given the opportunity to comment on the prospect they would be summarily dismissed. Those failures of fairness were not minor defects in the process Mr Liu followed and resulted in the applicants being treated unfairly.

[52] Finally, a fair and reasonable employer could not have concluded the applicants ought to be dismissed for discussing public holiday pay entitlements with other employees. As a result, the applicants were unjustifiably dismissed.

Were the applicants unjustifiably disadvantaged in their employment?

[53] The applicants state they were unjustifiably disadvantaged at WJCL by not being paid for a whole nine hour shift, not being paid for their morning break on 19 January 2021, being asked to pay back holiday pay, and threatened if they did not make that payment.

[54] Section 103(1)(b) of the Act states that an employee may have a personal grievance where the employee’s employment or one or more of the conditions of their employment have been affected to the employee’s disadvantage by some unjustifiable action by the employer.

[55] Assuming it would be a personal grievance not to be paid for their nine hour shift, that issue is part and parcel of the applicants’ unjustified dismissal grievance. I

⁶ Employment Relations Act 2000, section 103A.

have found the dismissals were unjustified and that will be reflected in the remedies for those grievances.

[56] Mr Liu asked the applicants to pay back that holiday pay on or about 9 February 2021 and stated WJCL would take actions if it was not received, by contacting Mr Chen's school, "immigration" and other government departments. Whilst that warning was concerning, it came after the employment relationship had ended, and there can be no disadvantage by some unjustifiable action at that point.

[57] I accordingly dismiss the unjustified disadvantage actions.

What remedies should be awarded?

Compensation for hurt and humiliation

[58] The applicants have established personal grievances for unjustified dismissal. The evidence in support of their claims for compensation under s123(1)(c)(i) of the Act is that they have suffered hurt, stress and humiliation because of the termination and the conduct of WJCL. The applicants say they lost face in front of their Chinese community, were worried about the alleged public holiday pay debt, have been worried about Ms Zhang's immigration status and had to survive without a reasonable income after the dismissal.

[59] WJCL says there is no evidence to support the applicants' claim they had to survive without a reasonable income after the dismissal. It says if this was the case, why did the applicants never ask to be reinstated after the alleged dismissal? Mr Liu further notes the applicants went on holiday to Gisborne after finishing work at WJCL. Given the way their last day of work ended, it is apparent why the applicants did not seek further work with WJCL. I accept the applicants' explanation as to why they took a short break away following their experience with WJCL.

[60] Mr Liu also says in a discussion prior to their employment, the applicants informed him they were only looking for short term work, as Mr Chen would have to return to Auckland to start the university semester in February 2021. He says Ms Zhang would go with Mr Chen as they are a couple.

[61] Had Mr Chen continued to be offered and accept further work with WJCL, it would only have been for up to a few weeks. The applicants gave evidence that Ms

Zhang had intentions of staying in the Bay of Plenty and continuing to work for WJCL after Mr Chen returned to Auckland. I do not consider the applicants' claim that they had to survive without a reasonable income should form part of a compensation award for hurt, stress and humiliation. Further, they were able to find alternative employment in the Bay of Plenty within a short period of time.

[62] I otherwise accept the applicants' evidence regarding the effects of the dismissal. I accept Mr Liu's warning that he would contact authorities including "immigration" would have caused the applicants stress, especially Ms Zhang, given her status as a work visa holder at the time. I award Ms Zhang a slightly higher amount in compensation to reflect this. Taking into account the general range of awards and the nature of the employment, compensation awards at the lower end of the scale are appropriate. I award \$3,000 to Mr Chen and \$4,000 to Ms Zhang.

Lost wages

[63] As discussed, I am satisfied the applicants would more likely than not have worked nine hours on 19 January 2021. Due to their summary dismissal, the applicants were not paid for seven hours they would have worked, amounting to gross unpaid wages of \$132.30 each, plus 8 per cent holiday pay of \$10.58 each. This totals \$142.88 each.

Should any remedies be reduced under s124 of the Act?

[64] I am satisfied no deduction from the remedies awarded should be made under s 124 of the Act.

Should interest be awarded on the amounts ordered?

[65] The applicants are entitled to an award of interest on the total wages claimed including the 8 per cent annual holiday pay component. The Authority has the power to award interest under clause 11 of the Second Schedule of the Act. Interest is to reimburse someone for the loss of use of monies to which there is an established entitlement. It is appropriate where a person has been deprived of the use of money to make an award for interest.

[66] WJCL is ordered to pay interest using the civil debt interest calculator⁷.

Are the applicants owed any payments relating to public holidays?

[67] I am satisfied that payments due for the relevant public holidays have been made.

Summary of orders

[68] WJ Corporation Limited is ordered to pay the following amounts forthwith to Andy Chen:

- a. \$3,000 as compensation; and
- b. Reimbursement of wages and holiday pay of \$142.88 gross; and
- c. Interest on the wages and holiday pay of \$2.79.

[69] WJ Corporation Limited is ordered to pay the following amounts forthwith to Wei Zhang:

- a. \$4,000 as compensation; and
- b. Reimbursement of wages and holiday pay of \$142.88 gross; and
- c. Interest on the wages and holiday pay of \$2.79.

Should either party contribute to the costs of representation of the other party?

[70] Costs are reserved.⁸

[71] The parties are encouraged to resolve any issue of costs between themselves. If they are not able to do so and an Authority determination on costs is needed the applicants may lodge, and then should serve, a memorandum on costs within 14 days of the date of issue of the written determination in this matter. From the date of service of that memorandum WJCL would then have 14 days to lodge any reply memorandum. Costs will not be considered outside this timetable unless prior leave to do so is sought and granted.

⁷ Interest on the gross amount of \$142.88 has been calculated for the dates of 29 January 2021 to 28 July 2022 and amounts to \$2.79, using the Civil Debt Interest Calculator at <https://www.justice.govt.nz/finances/civil-debt-interest-calculator/>.

⁸ For further information about the factors considered in assessing costs, see: www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1.

[72] All submissions must include a breakdown of how and when the costs were incurred and be accompanied by supporting evidence.

Sarah Blick
Member of the Employment Relations Authority