

in the Authority. Mr Shield describes the problem as a personal grievance of unjustified dismissal, him being disadvantaged by unjustifiable actions taken by Move Logistics and his claim for arrears of wages and payments due.

[3] Mr Shield seeks compensation for lost dignity, hurt and humiliation. He also seeks a formal apology from Move Logistics regarding its conduct following his workplace accident in May 2018, and arrears of wages and holiday pay.

[4] Move Logistics says it justifiably dismissed Mr Shield in September 2019 following his absence from work since March 2019. Move Logistics does not accept that Mr Shield was disadvantaged by the company. With respect to issues from May 2018 referred to in the November 2019 correspondence and the statement of problem, Move Logistics says Mr Shield did not raise a personal grievance within time and it does not consent to him raising a personal grievance out of time. The company disputed that any arrears were due to Mr Shield.

[5] Despite mediation, matters were not resolved.

The Authority's investigation

[6] Events in May 2018 and from March 2019 are reasonably well documented in the material provided by the parties.

[7] Mr Shield and his wife Sandra Shield gave evidence and answered questions on oath.

[8] Terry Shelley is the people and culture manager for Move Logistics. Mr Shelley was involved in the decision to dismiss Mr Shield. Garry King is Move Logistics' site manager. Mr Shelley and Mr King both gave evidence and answered questions on oath.

[9] After the investigation meeting, I directed Mr Shield to provide calculations to support the claim for arrears. Some calculations were provided. Unfortunate circumstances later meant that Mr Shield was not able to provide all the calculations, for the reason set out in counsel's 18 December 2023 email. Move Logistics replied on 29 February 2024. Move Logistics provided material in response to the directions and later some submissions on points raised for Mr Shield.

[10] In March 2024 I invited Mr Shield and Move Logistics to provide further information and submissions on the claims for arrears in response to various points. The reply for Mr Shields referred to the unfortunate circumstances, while Move Logistics provided a substantive response to the issues I had raised.

[11] In this determination, I will state relevant factual findings, state and explain relevant legal findings, and express conclusions on issues necessary to conclude the matter and set out any orders. It is first useful to explain more fully the context in which the employment relationship problem has arisen.

Background

[12] The following outline is drawn from the documents in evidence.

[13] There is a written employment agreement between Mr Shield and Move Logistics for employment starting 24 April 2018. Mr Shield's normal hours were 40 per week and pay was \$21.50 per hour. The agreement could be terminated on four weeks' written notice. Incapacity as defined permitted Move Logistics to terminate the agreement after due process.

[14] It is common ground that Mr Shield was injured at work on 9 May 2018 when part of a load he was lifting fell onto the cab of his fork hoist. Mr Shield went off work on ACC, but returned to work on 28 May 2018.

[15] In early March 2019, Move Logistics initiated a disciplinary investigation with Mr Shield. The proposed meeting did not take place as Mr Shield was off work sick.

[16] Mr Shield did not return to work. ACC determined that Mr Shield's absence starting in March 2019 was due the accident on 9 May 2018.

[17] The disciplinary investigation went no further.

[18] On 3 September 2019 Mr King wrote to Mr Shield, setting a meeting for 9 September 2019 to discuss his expected timeline to recovery, return to work plan and medical issues. Mr

King also cautioned that it might result in termination of Mr Shield's employment "via medical incapacitation".

[19] The 9 September 2019 meeting did not proceed. By letter dated 11 September 2019, Move Logistics required Mr Shield to provide a written response to reasons for his absence, his prognosis and likely return to work date including limitations such as part-time or light duties. Move Logistics required the response by 19 September 2019.

[20] On 12 September 2019 Move Logistics received a response from Mr Shield dated 11 September 2019.

[21] Dallas Guilford was Move Logistics human resource manager at the time. Ms Guildford wrote to Mr Shield on 17 September 2019. Her letter conveyed Move Logistics' decision to dismiss Mr Shield based on for incapacity.

[22] Move Logistics' solicitors later confirmed that Ms Guilford's letter set out the grounds for the dismissal.

[23] Mr Shield raised his personal grievance regarding the termination of his employment by his solicitor's correspondence dated 19 November 2019.

[24] The following issues arise:

- (a) Is a personal grievance claim with respect to events related to the May 2018 properly before the Authority for investigation and determination?
 - i. If so, is a personal grievance established?
 - ii. What if any remedies should be ordered to settle the grievance?
- (b) Did Move Logistics justifiably dismiss Mr Shield by its letter of 17 September 2019?
 - i. If not, what remedies should be ordered to settle the grievance?

- (c) Does any other personal grievance arise?
- (d) Are any arrears of wages or holiday pay established?

Is a personal grievance claim with respect to events related to the May 2018 properly before the Authority for investigation and determination?

[25] An employee who wishes to raise a personal grievance must do so with their employer within the period of 90 days beginning with the date on which the action alleged to amount to a grievance occurred or came to their notice, whichever is later.¹

[26] If the employee does not raise their grievance within the notification period, an employer can consent to a late grievance or the employee can apply to the Authority for leave based on exceptional circumstances. Move Logistics did not consent and Mr Shield did not seek leave of the Authority. Neither exception to the requirement to raise a personal grievance within time applies in this case.

[27] There is another limitation that might arise. No action may be commenced in the Authority in relation to a personal grievance more than 3 years after the date it was properly raised with the employer.²

[28] For present purposes, it is not necessary to canvass the different accounts of the accident on 9 May 2018 and Move Logistics' response that day, or the evidential disputes about the exchanges between Mr Shield and the company before he returned to work on 28 May 2018. The first time that Mr Shield raised with Move Logistics his sense of dissatisfaction about those 2018 events was in his letter of 10 March 2019.

[29] Move Logistics says that Mr Shield did not raise a personal grievance about the 2018 matters within time. I agree.

¹ Employment Relations Act 2000 s 114.

² Employment Relations Act 2000 s 114(6).

[30] I find that the issues about the events in May 2018 are not properly before the Authority for investigation and determination.

[31] Even if evidence had established that Mr Shield had raised a personal grievance claim with Move Logistics about the 2018 matters within time, the Authority could not investigate and determine his claim. Mr Shield needed to have raised a personal grievance claim with Move Logistics by about the end of August 2018 at the latest. An action in the Authority with respect to such a personal grievance needed to have been commenced within three years of having been raised, so by August 2021. The present claim was lodged on 5 May 2022, outside the three-year limitation period for a personal grievance claim.

[32] Mr Shield had cover under the Accident Compensation Act 2001 as a result of the personal injury he suffered on 9 May 2018. However, it is not necessary to consider the extent to which any compensation under the Employment Relations Act 2000 would have been affected by the application of s 317 of the Accident Compensation Act 2001, because no claim about the May 2018 events is properly before the Authority.

Did Move Logistics justifiably dismiss Mr Shield?

[33] Mr Shield's lawyer wrote to Move Logistics and its lawyer on 31 October 2019 and 6 November 2019. The first letter sought reasons in writing for the dismissal and the second advised that the lawyer had instructions to institute a personal grievance, with further correspondence to provide the substance and details of the claim. Neither letter was sufficient to raise Mr Shield's personal grievance.

[34] However, by the letter dated 19 November 2019, Mr Shield properly raised a personal grievance concerning the dismissal.

[35] Whether the dismissal was justifiable must be determined on an objective basis by assessing whether Move Logistics' actions and how it acted were what a fair and reasonable employer could have done in all the circumstances at the time. I must consider whether it sufficiently investigated the matter considering available resources; whether it raised its concerns with Mr Shield before deciding to dismiss him; whether it gave him a reasonable

opportunity to respond to the concerns before dismissing him; and whether it genuinely considered his responses before deciding to dismiss him.

[36] I may consider other factors, if appropriate.

[37] Move Logistics as a substantial business had access to resources that should have allowed it to fully investigate its concerns before it dismissed Mr Shield.

Move Logistics raised concerns

Some initial concerns were raised

[38] Move Logistics was notified of an issue about undeclared goods arriving at a shipping destination in a container. The incident caused cost to Move Logistics, breached MPI processes and had further potential ramifications.

[39] Move Logistics considered that Mr Shield may have loaded the container. On 1 March 2019, Mr King provided Mr Shield with a letter raising a concern that his actions when loading the container may amount to serious misconduct. He scheduled a meeting for Tuesday 5 March 2019.

[40] As it eventuated, Mr Shield was off work sick on 5 March 2019. He never returned to work from then. Mr Shield was certified medically unfit for work. ACC later determined that Mr Shield's absence was the result of his 9 May 2018 workplace injury.

[41] Although off work, Mr Shield wrote a response dated 10 March 2019. He disputed that he was involved and criticised the way Move Logistics had raised the matter.

[42] It is not necessary to set out the details of Mr Shield's letter or make any findings about the 1 March 2019 matter or other parts of the letter. As events developed, the 1 March 2019 matter was taken no further. The evidence is that the 1 March 2019 concerns were not the reason for Mr Shield's dismissal.

Other concerns arose

[43] In April 2019, there was email correspondence between a Move Logistics' manager and ACC. The manager expressed the view that Mr Shield's 2019 absence was not a genuine ACC

claim as he “decided to go to the doctors and reference an injury from early last year” when Move Logistics had initiated a disciplinary process.

[44] On 24 April 2019 an ACC recovery co-ordinator advised Move Logistics that Mr Shield had seen a neurologist who had concluded that his symptoms and inability to work were linked to the 2018 accident. ACC also told Move Logistics that ACC would support Mr Shield on a return-to-work programme after advice from a concussion specialist and review by his GP. At that point Mr Shield was certified unfit for work until 10 May 2019.

[45] Terry Shelley’s evidence is that Move Logistics accepted that diagnosis. There is no reason to doubt Mr Shelley’s evidence.

[46] Mr King contacted Mr Shield on 10 June 2019 for an update on progress. His next contact with Mr Shield was by email on 1 July 2019. Mr King said he was “checking in to see how you are going” and asked for any update on progress.

[47] Arrangements were made for Mr Shield to meet with Move Logistics and an ACC provider in July and then August 2019 to discuss a return-to-work plan. A meeting did not take place. Mr Shelley’s evidence is that ACC told Move Logistics it was struggling to make contact with Mr Shield. In an August 2019 email the ACC provider told Move Logistics that an upcoming meeting needed to be deferred due to Mr Shield’s non-availability. A new date for a return-to-work meeting was not set.

[48] Mr King emailed Mr Shield on 19 August 2019 to ask about his rehabilitation and for a follow-up. Mr Shield replied promptly. Mr Shield said his rehabilitation had been a “nightmare” and that treatment had made him ‘far worse’. Mr King thanked Mr Shield for the update. He told Mr Shield that the ACC provider had told him that they were trying to get a suitable date to discuss Mr Shield’s on-going treatment and a return-to-work plan. Mr King thought that was “critical” and asked Mr Shield to let him know if there was anything they could do.

[49] A meeting was scheduled between the ACC provider, Mr Shield and Move Logistics for 3 September 2019. However, on 2 September 2019 the ACC provider advised Move Logistics that Mr Shield had told his case manager that he was particularly unwell. Mr Shield

had also requested files notes from the ACC provider which could not be provided in time for the proposed meeting.

[50] Move Logistics then emailed Mr Shield with a suggestion they meet directly on 3 September 2019. Mr Shield declined as he said he needed the provider notes to appraise Move Logistics properly. He suggested meeting after 13 September 2019.

[51] Move Logistic sent Mr Shield an email and a letter. The email described the attached invitation as a “requirement” to meet on 11 September 2019 to ensure “you are being constructive in your return-to-work plan” and to discuss “timeframe going forward”. The meeting would be at Move Logistics’ premises and a failure to attend would be regarded as misconduct, unless Mr Shield was medically unable to attend and provided medical documents in support.

[52] In the letter, Mr King noted that Mr Shield been away from work for six months and outlined the communication problems from Move Logistics’ perspective. A formal meeting was required to discuss “expected timeline” to recovery, a return-to-work plan, Mr Shield’s medical issues and Move Logistics’ “expected communication”. Non-attendance without appropriate documentation may be met with “further action” and may also result in termination of employment “via medical incapacitation”.

[53] In response to the email and the letter, Mr Shield agreed to meet on 11 September 2019. However, on 9 September 2019 he advised Move Logistics that he had been unwell that day. Responding to the possibility that Mr Shield might not attend on 11 September 2019, Move Logistics reminded him that he would have to provide documentation if he did not attend.

[54] Late afternoon on 10 September 2019 Mrs Shield sent an email for Mr Shield. To summarise, the email said: Mr Shield was too unwell to attend; he would forward his doctor’s letter; he had sought legal advice; he wished to have a support person attend any meeting; the support person was only available from 17 – 25 September 2019 and after the end of December 2019; if Move Logistics required him to meet outside of these times he would instruct his lawyer to participate but at Move Logistics’ cost; and that he had not been appraised on the content of the meeting. Mr Shield objected to the proposed attendance of an occupational therapist and a physiotherapist, sought details of communications between Move Logistics and others about

his work-related injury and stipulated that his written consent was required before Move Logistics could “contact or engage in or share information with” others regarding “this matter”.

[55] Move Logistics’ Human Resources Manager (Dallas Guilford) responded. Ms Guilford said that Move Logistics felt its attempts to meet were being “frustrated” given the attempts to engage with Mr Shield about his situation and a likely return to work date “are constantly declined”. Ms Guildford required Mr Shield to provide a written response setting out the reasons for his absence, the prognosis, a likely return to work date including part-time or light duties considerations and when he would return full time to his position. The requirement was set out in a bullet point list. A response by 19 September would help Move Logistics to decide whether or not Mr Shield’s job could be kept open for him.

[56] Mr Shield replied promptly. He denied that there had been “numerous attempts” to engage with him. He had always told Move Logistics that he was not able to set a return-to-work date as the medical advisors could not set a date. He asked Move Logistics to refrain from “fictitious statements”, given he had not declined earlier meeting requests.

[57] Mr Shield used Move Logistics’ bullet points. Regarding the reasons, Mr Shield said it was “well documented” that he was absent from work due to the serious injury he suffered in the May 2018 workplace accident. He returned to work as soon as he could after the accident but made a serious error thinking he was fully fit to return to work. Regarding his prognosis, no doctor had given him one except to explain it may take some time. Regarding a return date, Mr Shield could give no date for either a part-time or a full-time return to work. He had received no effective treatment to date.

[58] In her letter, Ms Guilford had said that it was not a disciplinary process, that Move Logistics was not suggesting that his absence was not genuine but his absence was having such an impact on the business that a formal approach was required.

[59] Responding to that, Mr Shield quoted emails from the Move Logistics’ manager to ACC that it was not “a genuine claim” and was against the background of disciplinary issues. Mr Shield described it as “Libel” and demanded a retraction and an apology. He disputed that his absence as a storeman/forklift operator had an impact on the business.

[60] Mr Shield expressed his surprise that Move Logistics had not been advised of his use of employee assistance counselling, a service he had found to be beneficial. He asked Move Logistics to call his home phone not his mobile phone if need be, but to respect his preference for written communications pending a retraction and apology. Mr Shield repeated the instruction not to disclose his personal information and set out his account of the May 2018 events for Move Logistics to correct its file. He sought a copy of Move Logistics' file on the May 2018 accident and himself. Mr Shield said that he could not attend to any further communication until he received a retraction of "false information" and an apology about information shared without his consent.

[61] Move Logistics in its letter of 17 September 2019 terminated Mr Shield's employment based on medical incapacity.

[62] Based on the correspondence prior to 17 September 2019, I find that Move Logistics raised its concern about Mr Shield's continuing absence from work as a result of his incapacity.

Move Logistics gave Mr Shield a reasonable opportunity to respond

[63] Again, based on the correspondence, I find that Move Logistics gave Mr Shield a reasonable opportunity to respond to its concerns before it terminated his employment.

Move Logistics genuinely considered Mr Shield's explanation

[64] In her letter, Ms Guildford summarised what Mr Shield had said in response to his answers under the bullet point queries.

[65] The relevant information was Mr Shield's statement that he could not give a date to return to work either part-time or full-time. To date, he had received no treatment that was effective. He had been told it may take some time and he had to be patient.

[66] Ms Guilford replied to Mr Shield's view that his absence did not have an impact on the business and stated that Move Logistics had supported meetings proposed by Mr Shield's health care providers and ACC.

[67] With regard to the correspondence and Mr Shelley’s evidence, I find that Move Logistics genuinely considered Mr Shield’s explanation before it terminated his employment.

Other factors

[68] There is a submission based on a Court of Appeal judgment,³ that an employer must have a “reasonable belief” that a valid ground for dismissal has been made out, supported by a proper inquiry conducted by the employer. The Court held that the employer had to show it had reasonable grounds to believe and did honestly believe that there had been misconduct of sufficient gravity to warrant dismissal. The case concerned alleged misconduct, which does not arise here. But I agree that Move Logistics must show it conducted a full and fair investigation by which it established grounds that a fair and reasonable employer could rely on to terminate Mr Shield’s employment.

[69] I am referred to an Employment Court judgment,⁴ in support of the submission that the employer must carry out its investigation with an “open mind”. In that case, there was a factual dispute about the employee’s actions, which does not arise here. I note the judgment predates the current test for justification. Now the statutory requirement for the Authority to assess whether an employer has “genuinely considered”⁵ the employee’s explanation includes establishing that the employer kept an “open mind”.

[70] In two emails to ACC on 12 April 2019 the Move Logistics’ manager said:

... Is there a way of us meeting a local ACC Case Manager to discuss this as we are sure this is not a genuine claim.

...

Thanks for picking this up.

We have heard that Rod is being sent to a specialist by ACC.

The background to this is when he started having disciplinary issues, he decided to go to the doctors and reference an injury from early last year.

[71] By 24 April 2019, ACC confirmed to Move Logistics that Mr Shield had been seen by a neurologist who had concluded that his current symptoms were linked to the May 2018

³ *Airline Stewards and Hostesses of New Zealand IUOW v Air New Zealand Ltd* [1990] 3 NZLR 549.

⁴ *Morrell v AFFCO New Zealand Limited* [2004] 1 ERNZ 437.

⁵ Employment Relations Act 2000 s 103A(3)(d).

accident. As above, I accept Mr Shelley's evidence that Move Logistics accepted that conclusion. The manager involved in the 12 April 2019 emails was not part of the later decision to terminate Mr Shield's employment for incapacity. The evidence about the April 2019 communications to ACC does not detract from the finding that Move Logistics genuinely considered Mr Shield's explanation in September 2019.

[72] Mr Shelley's evidence is that Move Logistics did not rely on Mr Shield's failure to attend meetings as a reason to dismiss him, but it was not accepted that he did not attend meetings because he was too unwell. Mr Shelley refers to the "myriad" of reasons which Mr Shield referred to when he refused to attend meetings. A review of the communications supports Mr Shelley's evidence that matters apart from being unwell were relied on at various times by Mr Shield. However, Move Logistics' decision turned on Mr Shield's written answers to Ms Guilford's questions about his prognosis, not because of a failure to meet in person.

Move Logistics actions and how it acted were what a fair and reasonable employer could have done

[73] I was referred to an Employment Court judgment summarising what an employer's investigation should canvass to rely on incapacity to justify dismissal.⁶ To paraphrase, justice requires an employer to wait a reasonable time to give the employee an opportunity to recover, and then inquire in a fair and open-minded way whether the employee has any realistic prospects of returning to work within a further reasonable period. The employer necessarily must seek information from the employee, making known the specific purpose of the inquiry. Once armed with that information, the employer must consider whether it is prepared to keep the employment open for that time, balancing fairness to the employee and the reasonable dictates of its business requirements. While this judgment predates statutory good faith and the test for justification, with respect it remains apposite.

[74] The steps taken by Move Logistics in September 2029 meet the requirements described in *Wilson Parking*.

⁶ *Barry v Wilson Parking (1992) Ltd* [1998] 1 ERNZ 545.

[75] Mr Shield went off work in March 2019. Move Logistics waited a reasonable time to give Mr Shield an opportunity to recover. After six months, Move Logistics asked Mr Shield about his prospects of returning to work within a further reasonable period. It made it known to Mr Shield that the information might result in Move Logistics deciding that his employment should end by reason of incapacity. Mr Shield could give no prognosis or a date by which he might return to work either part-time or full-time. Move Logistics balanced its business need to recruit a permanent replacement against whether it would be unfair to Mr Shield to terminate his employment in those circumstances.

[76] The decision by Move Logistics to terminate Mr Shield's employment and how it acted were what a fair and reasonable employer could have done in the circumstances.

[77] Mr Shield was justifiably dismissed. It is not necessary to assess remedies.

Mr Shield's employment was not affected to his disadvantage by unjustified actions by Move Logistics

[78] Mr Shields in his letter of 11 September 2019 and by his solicitor's letter of 19 November 2019 refers to the manager's April 2019 emails to ACC. There is no reason to doubt Mr Shield's statement in his 11 September 2019 letter that he had received the manager's April 2019 ACC correspondence "today".

[79] Counsel for Mr Shield said in correspondence to the Authority dated 24 May 2023 that Mr Shield also sought to have the Authority investigate and determine a claim that he had been disadvantaged by unjustified actions comprising the manager's April 2019 communications with ACC.

[80] For present purposes I treat the correspondence to the Authority taken in context as sufficient to refer the claim to the Authority for investigation and determination.

[81] However, there is no evidence to establish that Mr Shield's employment was affected to his disadvantage as a result of the manager's April 2019 emails. He was not Mr Shield's manager. Mr Shield did not return to work after March 2019. ACC accepted that Mr Shield

was covered for his absence and Mr Shield's managers at Move Logistics accepted by no later than 24 April 2019 that his absence was as a result of the May 2018 accident. Mr Shield's employment or a condition of his employment was not affected to his disadvantage.

[82] No unjustified disadvantage personal grievance arises.

Are any arrears of wages or holiday pay established?

[83] Several issues are raised.

First week compensation

[84] Based on the reasons set out in my directions dated 25 March 2024, Move Logistics accepts that backpay of \$166.00 (gross) is due to Mr Shield. I confirm those reasons and find that sum is owed to Mr Shield.

Time station claim

[85] The claim for arrears of wages based on the time station print-outs is dismissed, for the reasons set out in my directions dated 25 March 2024.

Cancelled shifts

[86] As set out in my directions dated 25 March 2024, it appeared that Move Logistics had not paid Mr Shield for one cancelled shift of 8 hours on 29 June 2018 (week ending 1 July 2018), despite a promise at the time that he would be paid. There was no evidence of a similar promise with respect to the second cancelled shift (week ending 29 July 2018).

[87] Unfortunately, my directions dated 25 March 2024 did not accurately show the relevant dates.

[88] In its reply, Move Logistics pointed to the time records to show it had paid 4.75 hours for the date I referred to as being subject to the cancelled shift claim. Based on that, Move Logistics then accepted the balance of an 8 hour shift (3.25 hours) would be owed.

[89] However, I find that Mr Shield was entitled to 8 hours pay for 29 June 2018 as promised at the time of cancellation. Time records show Mr Shield was not paid anything for 29 June 2018. Arrears of \$172.00 (gross) are proven.

[90] Mr Shield was not entitled to payment for the cancelled shift in the week ending 29 July 2018.

Payment in lieu of notice

[91] For the reasons set out in my directions dated 25 March 2024, I find that Mr Shield was paid correctly in lieu of notice.

Holiday pay

[92] It is common ground that Mr Shield was entitled to 10 days untaken annual leave when his employment ended. Move Logistics accepts that would be \$1,720.00 (gross). Mr Shield was also entitled to one alternative day at \$194.39 (gross). Together these total \$1,914.39. Mr Shield had no other gross earnings from his last anniversary date (23 April 2019) until his employment ended (17 September 2019).

[93] Under s 25 of the Holidays Act 2003, Mr Shield was entitled to \$153.15.

[94] The final payment should have been \$2,067.54. Mr Shield was paid \$1,645.63. He is entitled to arrears of holiday pay of \$421.91 (gross).

Summary

[95] Arrears of wages and holiday pay totalling \$759.91 (gross) have been established.

Conclusions and orders

[96] Mr Shield did not raise a personal grievance in relation to the May 2018 workplace with Move Logistics & Warehousing Limited within the notification period.

[97] Mr Shield was justifiably dismissed.

[98] Mr Shield employment or a condition of it was not affected to his disadvantaged by the April 2019 manager's email to ACC.

[99] Mr Shield's personal grievance claims properly before the Authority for determination are dismissed.

[100] Move Logistics & Warehousing Limited is to pay Rodney Ian Shield arrears of wages and holiday pay of \$759.91 (gross) within 28 days of this determination.

[101] Costs are reserved.

[102] The parties are encouraged to resolve any issue of costs between themselves. If an Authority determination on costs is needed, the party who believes they are entitled to costs may lodge, and then should serve, a memorandum within 28 days of the date of this determination. From the date of service of that memorandum the other party will then have 14 days to lodge a reply.

[103] The parties can anticipate the Authority will determine costs, if asked to do so, on a "daily tariff" basis unless factors require an adjustment upwards or downwards.⁷

Philip Cheyne
Member of the Employment Relations Authority

⁷ For further information about the factors considered in assessing costs see:
www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1