NOTE: This determination contains an order prohibiting publication of certain information at paragraph [62] and [63].

IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON

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

[2025] NZERA 480
3300803

BETWEEN	YPC Applicant
AND	D & L DECORATORS (2021) LIMITED Respondent

Member of Authority:	Natasha Szeto
Representatives:	Dave Cain, advocate for the Applicant Justin Cameron, counsel for the Respondent
Investigation Meeting:	7 April 2025 in Napier
Submissions and information received:	7 April and 7 May 2025 from Applicant 7 April and 15 May 2025 from Respondent
Date:	6 August 2025

DETERMINATION OF THE AUTHORITY

The employment relationship problem

[1] YPC[1] was employed by D & L Decorators (2021) Limited (D&L) as a painter in May 2022. His employment ended on 10 March 2023 after the company gave him two weeks' notice of redundancy due to the impacts of Cyclone Gabrielle on the company's workload and financial position.

---

[1] The applicant's name is anonymised in this determination and he is referred to by the randomly generated letters "YPC".

[2] YPC raised a personal grievance for unjustified dismissal on 7 February 2024. He accepts he was out of time to raise a grievance, but says this was because he was so affected and traumatised by the events giving rise to his grievance. YPC says the Authority should grant him leave to raise his grievance out of time due to exceptional circumstances. YPC also raises a number of wage arrears claims, and seeks a penalty against D&L for failing to provide his wage and time records.

[3] D&L says the high threshold to establish exceptional circumstances has not been met in this case. It also says it should not be ordered to pay any wage arrears or a penalty.

[4] This determination resolves whether YPC should be granted leave to raise his personal grievance out of time on the basis that exceptional circumstances occasioned the delay in his raising the grievance. It also resolves whether YPC is owed wage arrears and whether D&L should be ordered to pay a penalty.

The Authority's Investigation

[5] An investigation meeting was held with the parties on 7 April 2025 in Napier. The Authority received sworn affidavits from YPC and his father. Brendan White, company director did not provide written evidence in advance, but gave oral evidence at the investigation meeting. The representatives provided memoranda and submissions on the legal issues prior to the investigation meeting and closing submissions at the investigation meeting. All witnesses attended the investigation meeting and answered questions under oath or affirmation.

[6] After the investigation meeting concluded, YPC applied for a non-publication order in respect of his name and identifying details. D&L does not oppose non-publication if it applies equally to all parties.

[7] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination does not record all evidence and submissions received from the parties 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. All material provided by the parties has been considered.

The Issues

[8] The issues to be investigated and determined are:

(a) Whether YPC should be granted leave to raise his personal grievance out of time on the basis that the delay in raising the personal grievance was occasioned by exceptional circumstances and it is just to do so.

(b) Whether D&L Decorators has breached YPC's employment agreement in that he was not paid for his contracted hours and he should have been. If there has been a breach, YPC seeks to recover the following wage arrears:[2]

(i) 100 hours between 12 May and 26 May 2022 when he was paid $27.00 per hour instead of $35.00 (total $800.00 gross).

(ii) 42 hours when he was paid for fewer than 40 hours per week between 8 July 2022 and 16 February 2023 (total $1,470.00 gross).

(iii) Holiday pay of 8 percent on these amounts (total $181.60).

(c) Whether D&L Decorators has breached s 130 of the Act, in that it did not provide YPC with his wage and time records when requested. If there has been a breach, YPC seeks a penalty to be imposed.

(d) Whether an order should be made to anonymise the names and identifying details of both parties.

Relevant Background

[9] YPC was employed by D&L as a painter on 9 May 2022. The sole director of D&L is Brendan White. YPC started his employment on $27.00 per hour, but for the first few days of his employment, he was negotiating his wages with Mr White. Those negotiations resulted in an individual employment agreement being signed by the parties on 11 and 12 May 2022 recording YPC's wages as $35.00 per hour for 40 hours per week. His employment agreement did not contain a provision about cancellation of work for weather-related reasons.

[10] From 13 to 14 February 2023, Hawke's Bay suffered through a catastrophic weather event known as Cyclone Gabrielle (the cyclone). The days following the

---

[2] YPC withdrew a claim for a penalty for a breach of an employment agreement under s 134 of the Act.

cyclone were difficult for D&L and for YPC personally. YPC was not living at home at the time of the cyclone and he lost connection with his family as well as some personal property. D&L closed down for about a week, although continued to pay its employees what it could. YPC returned to work for D&L around 21 February.

[11] Less than a week later on 27 February 2023, Mr White emailed YPC telling him that D&L had been "impacted deeply with the recent events of cyclone Gabrielle". Mr White referred to the impact on D&L's workload and financial position and told YPC that he had to give him two weeks' notice to end his employment. Mr White told YPC his last day of employment would be 10 March 2023 if he wished to work out his notice. As events transpired, YPC did some work in the two weeks following receipt of this email, but other work was cancelled due to weather. YPC ended up finishing work earlier than the projected last day.

[12] On 3 March 2023, YPC contacted an employment advocate for advice. As a result of this conversation, YPC emailed Mr White seeking to resolve some wage issues over not having work because of the weather. He asked to be paid his guaranteed minimum contracted 80 hours a fortnight. He did not raise any issues about his dismissal.

[13] YPC started working with his father in August 2023. In October 2023 YPC says he was diagnosed with anxiety and depression by a doctor. Towards the end of that year YPC got back in touch with his employment advocate because his brother was also going through an employment relations process at this time.

[14] On 18 January 2024 YPC obtained a medical certificate from his doctor stating:

> [YPC] has been unable to work due to effects of stress and unexpected redundancy experienced in previous employment. His mental health deteriorated to a point of being incapable of handling the demands of the workplace and is requiring therapeutic intervention to re-establish his self confidence and general functionality. He had been unable to make a personal grievance in the ninety day time frame.

[15] On 7 February 2024 YPC then raised a personal grievance with D&L by way of letter from his employment advocate. D&L did not consent to a personal grievance being raised out of time. YPC lodged a statement of problem with the Authority on 30

May 2024. On 17 December 2024 YPC applied to the Authority to grant leave to raise his personal grievance out of time, and provided evidence and submissions in support.[3]

Should YPC be granted leave to raise his grievance out of time based on exceptional circumstances?

[16] An employee must raise a personal grievance with their employer within the applicable employee notification period beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee.[4] In this matter, the employee notification period is 90 days. A personal grievance can only be raised outside that time with the employer's consent, or with the leave of the Authority which can only be granted in exceptional circumstances. No action can be commenced in the Authority more than three years after the personal grievance was raised.[5]

[17] Under s114(4) of the Act, the Authority may grant leave to raise a personal grievance outside the 90-day period if the Authority:

(a) is satisfied that the delay in raising the personal grievance was occasioned by exceptional circumstances (which may include one or more of the circumstances set out in section 115); and

(b) considers it just to do so.

[18] Case law establishes that circumstances are exceptional where they are "unusual" or "outside the common run" and may exist where the ability of an employee to submit the personal grievance within 90 days is affected by "an unexpected delay or difficulty or other factor".[6] Applicants need to meet a high standard of proof and most cases are unlikely to meet the test.[7]

[19] Section 115 of the Act provides four examples of exceptional circumstances, which is not an exhaustive list. Relevant to the present matter, YPC says his circumstances either came within s 115(a) in that he was so affected or traumatised by the matter giving rise to the grievance that he was unable to properly consider raising

---

[3] Section 114(3) of the Act. It should be noted that s 114 of the Act was amended on 13 June 2023, but the provisions relevant to this matter remain unchanged.
[4] Section 114(1) and 114(7)(b) of the Act.
[5] Section 114(6) of the Act.
[6] *Wilkins & Field v Fortune* [1998] 2 ERNZ 70, 76 (CA) followed in *Commissioner of Police v Creedy* [2007] 505, 514 (CA).
[7] *Telecom New Zealand v Morgan* [2004] 2 ERNZ 9 (EmpC) at [25].

the grievance within the applicable employee notification period (90 days); or alternatively that his circumstances were exceptional in some other way.

[20] In respect of the example given in s115(a) of the Act, four elements have been identified as required:

(a) First, the consequences of the dismissal or other matter giving rise to a grievance must be "severe".

(b) Second, those effects must cause the employee to be unable to "properly consider" raising the grievance.

(c) Third, the incapacity must exist for the whole of the 90-day period where the grievance has not been raised.

(d) Fourth, a high standard of proof is required from the employee regarding the severe effects on his or her capacity.

[21] In order to determine whether the delay in raising the grievance was occasioned by exceptional circumstances in YPC's case, I need to consider YPC's circumstances during the 90-day period from 10 March 2023 until 8 June 2023. Beyond that period, I may need to consider YPC's circumstances in terms of whether it is just to grant leave.

Submissions

[22] YPC says he was blindsided and horrified by the news that his employment was ending. He had returned to work quickly after the cyclone and had no reason to believe his employment was in jeopardy. In submissions he says he found himself unable to form any constructive response and unable to physically respond to the dismissal, including being unable to engage with his own legal advisors. He referred in his evidence to a major depressive episode that he only realised after being diagnosed by his doctor in October 2023. He says the cyclone was part of the relevant factual context for his reaction to the redundancy, through which he was unable to consider raising a personal grievance due to being so affected or traumatised by the events that gave rise to the grievance. YPC says the level of grief and betrayal he experienced was unprecedented and rare and hindered his executive functioning. He says this is supported by the opinion expressed by the medical professional in the medical certificate.

[23] D&L says there is a high bar to show exceptional circumstances and it has not been met in this case. D&L says there were a number of circumstances involved in

YPC's decision not to raise a grievance which were not limited to the cause of the redundancy situation. D&L says YPC had an employment advocate and he made a strategic decision or choice not to raise issues about the redundancy with D&L at the time and to only pursue a pay claim. D&L points to the pay claim as evidence that YPC was functioning well enough to bring pay issues to its attention. D&L says that merely claiming depression and anxiety is not sufficient to meet the test of exceptional circumstances and although YPC could have called medical evidence at the investigation meeting, he chose not to.

Analysis

[24] I accept that YPC suffered mental and emotional stress and impacts related to his dismissal by D&L and the cyclone as a related contextual factor. However, on the evidence before the Authority I find YPC has not met the high standard of proof necessary to establish that there were exceptional circumstances that occasioned his delay in raising a personal grievance. Instead, I conclude that YPC was able to properly consider raising a grievance within the 90-day period following the end of his employment.

[25] I reach this conclusion for the following reasons:

(a) YPC was informed of his redundancy on 27 February and contacted an employment advocate on 3 March 2023, only six days later.

(b) YPC continued to work after being told of his redundancy.

(c) YPC communicated professionally with his manager at D&L after being given notice of his employment ending. On 3 March 2023 YPC emailed D&L raising issues with his timesheet and a concern that he did not want to be underpaid in respect of his minimum contract hours. The tone of the email was polite and respectful, but firm.

(d) There was insufficient medical or other corroborating evidence that YPC was so affected or traumatised that he was unable to consider raising a grievance in the 90-day period from the end of his employment. The medical certificate provided was from 18 January 2024 (more than 10 months later) and does not provide a medical diagnosis. The content reflects self-reported matters. I accept D&L's submission that it is unclear how or why the general practitioner formed an opinion about YPC's ability to raise a personal grievance in the 90-day timeframe,

given that the general practitioner first saw YPC well after the 90-day timeframe had expired.

(e) The relevant matter to consider is "the matter giving rise to the grievance". The matter was the redundancy. Although the cyclone formed the context for the redundancy (due to its purported impact on D&L's business) the cyclone itself was not the matter giving rise to the grievance.

[26] Based on the evidence before the Authority, I accept YPC was very distressed about receiving the news of his impending redundancy and may also have believed the redundancy was not genuine. However, YPC told the Authority that he understood a personal grievance was a "big thing to take on" and he was not in the right frame of mind to pursue a grievance. YPC only felt comfortable and supported to raise a grievance when his brother was going through a similar process at a much later date, and well after his own 90-day period to raise a grievance had ended. I conclude that YPC was able to properly consider raising a grievance, he did actually consider raising a grievance and made a conscious decision not to do so, for perfectly valid reasons.

[27] The threshold for granting leave for exceptional circumstances is necessarily a high one because employers need to be promptly notified of alleged grievances in a timely way to facilitate the resolution of the employment relationship problem. When the exceptional circumstance relied on relates to being so affected or traumatised the person is unable to properly consider raising a grievance in time, it will almost always be the case that medical evidence will be required. The scarce medical evidence provided in this case, including the medical certificate, is not sufficient to persuade me that exceptional circumstances existed at the relevant time in YPC's case.

[28] For the sake of completeness, I have considered whether there is an exceptional circumstance outside the ambit of s 115(a) that applied to YPC. No evidence to substantiate that claim, which was raised in the alternative, was provided to the Authority. It does not succeed.

Conclusion

[29] Because I have reached the conclusion that the delay in raising a grievance was not occasioned by an exceptional circumstance persisting for the whole of the 90-day statutory period, it is unnecessary to consider whether it is just to grant leave, being the second limb of the test under s 114(4) of the Act.

[30] For the reasons given, I decline to grant leave for YPC to raise a personal grievance with D&L out of time. His application does not succeed.

Wage Arrears

[31] YPC says D&L failed to provide his wage and time records, for which he asks the Authority to award a penalty. This claim is elaborated on further below in this determination, but for the purposes of YPC's wage arrears claim, it is sufficient to record I am satisfied the requirements of s 132 of the Act have been met. D&L failed to produce YPC's wage and time records as required and that failure prejudiced YPC's ability to bring an accurate claim.[8] In the absence of proof to the contrary, I accept YPC's evidence about the hours he worked.[9]

[32] YPC says he started his employment on 9 May 2022, even though the parties did not sign the individual employment agreement until 11 and 12 May. He accepts that for the first period of his employment, he was on wages of $27.00 per hour, but says for the 100 hours of work covered by his second payslip,[10] he was paid at $27.00 per hour which should have been $35.00 per hour. The total shortfall claimed is $800.00 (gross).

[33] In addition, YPC says he should have been paid for a minimum of 40 hours per week under his agreement and on analysing his payslips, he identified a number of fortnightly periods where he was paid for less than 80 hours of work. The total shortfall claimed is 42 hours, amounting to $1,470.00 (gross). YPC says he should also be paid holiday pay of 8 percent on these amounts.

[34] D&L does not dispute the accuracy of the second payslip. It initially said YPC was back-paid for the period of time he was on a lesser wage, but there are no records to support its position. Further, D&L says there were occasions where YPC did not apply for leave and simply did not turn up for work, which meant that he was not entitled to be paid for 40 hours of work in the week and should not have expected to be, but again there are no clear records to show if and when this occurred.

[35] Based on the evidence before the Authority, I find the following amounts are owed to YPC:

---

[8] Section 132 of the Act.
[9] Section 132(2) of the Act.
[10] Pay Period 13/05/2022 – 26/05/2022, payment date 27/05/2022.

(a) For the second fortnight of his employment from 13 to 26 May 2022, YPC should be paid the $800.00 (gross) arrears he claims. While the parties were negotiating the payrate in the first week of employment, by 13 May 2022 the payrate had been agreed and recorded as being $35.00 per hour, and YPC was only paid $27.00 per hour. YPC is owed $800.00 (gross).

(b) For the hours YPC claims between 8 July 2022 and 16 February 2023, I find that he is entitled to be paid for 34 hours (42 hours claimed minus 8 hours he accepts he was absent from work to support his partner with a bereavement, without advising D&L). While D&L submitted that YPC could not prove he worked a minimum of 40 hours per week for the rest of the period, this incorrect approach reverses the onus onto the employee. In the absence of records from D&L to the contrary, I accept YPC's claims as proved.[11] He is owed 34 hours at $35.00 per hour, totalling $1,190.00 (gross).

(c) Holiday pay is accordingly calculated at 8 percent on $1,990.00 (gross). This totals $159.20 and that is also owed to YPC.

[36] YPC also asks that I award interest on the overdue amount from 10 March 2023 until the date it is paid. D&L does not object.

[37] The Authority has discretion to order interest in any matter involving the recovery of any money, such interest to be calculated in accordance with Schedule 2 of the Interest on Money Claims Act 2016.[12] It is appropriate to order interest be paid, given that YPC has now been deprived of the benefit of money he is owed for more than two years.

[38] I order interest to be paid. Interest is to be calculated using the civil debt interest calculator[13] on the amount of $2,149.20 (wages plus holiday pay) from 10 March 2023 when these amounts became due, until the date the payment is made.

---

[11] Section 132(2) of the Act.
[12] Clause 11, Schedule 2 of the Act.
[13] https://www.justice.govt.nz/fines/civil-debt-interest-calculator/

Breach of s 130 of the Act and penalty

[39] The Authority has full and exclusive jurisdiction to deal with actions for the recovery of penalties.[14] YPC asks the Authority to order a penalty for D&L's failure to provide him with wage and time records.[15]

[40] YPC says he first requested wage and time records from D&L on 7 February 2024. This issue was raised again before the Authority on 28 November 2024 and 23 January 2025. YPC's payslips were finally provided on 12 March 2025, but YPC says he has still not been provided with full wage and time records.

[41] D&L says it believed YPC received his payslips through the Xero system at the time they were issued, but accepts YPC did not have access to that system after his employment ended.

[42] The information on the payslips was not sufficient to meet the statutory requirement to provide wage and time records on request and D&L is liable to a penalty for the breach. This breach attracts a maximum penalty of $20,000.00 against a company.

[43] Even if a penalty is technically available, I have to be satisfied that the imposition of any penalty would meet the purposes and principles of penalties. In deciding whether to impose a penalty, and if I decide to, how much that penalty should be, I need to consider the factors in s133A of the Act and the approach set out by the Full Court in *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*.[16] These principles have been elaborated on and followed since.

[44] The purpose of penalties is punitive. They are not imposed to remedy a loss, but to punish the person who has breached a duty under the Act and to condemn that behaviour. D&L's actions were inconsistent with the Act's objects, including acknowledging and addressing the inherent inequality of power in employment relationships and promoting the effective enforcement of employment standards. It is appropriate for a penalty to be imposed.

---

[14] Section 133 of the Act.
[15] Section 130 of the Act.
[16] *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited* [2016] NZEmpC 143.

[45] The law in respect of quantification is well established given s 133A of the Act and requires that regard is given to the objects of the Act; the nature and extent of any breach; whether it was intentional, inadvertent or negligent; the nature and extent of any loss or damage, steps taken to mitigate the effects of the breach, circumstances of the breach, including vulnerability of the employee; and previous conduct. This is a non-exhaustive list of considerations.

[46] Penalties should be set at a level which both punishes for breaches and deters from future non-compliance. Specific and general deterrence are relevant considerations. A message should be sent to D&L and to any like-minded employers who might be tempted to treat legislative requirements as optional. The Authority must take into account whether any penalty would be significantly out of proportion to the gravity of the breaches and whether there is a real risk that a penalty could be of such magnitude as to create a significant risk of non-payment.[17]

Analysis

[47] In determining the penalty claim I follow the four-step approach as set out by the Employment Court in *Borsboom v Preet*.[18]

[48] There is one breach alleged, the maximum penalty for which is $20,000.00. There is an element of intention in that D&L says it had a genuine but mistaken belief that payslips are the wage and time records and because they had been provided to YPC during his employment, they were not required to be provided again.

[49] The severity of the breach has been moderately significant in that YPC had difficulty quantifying his wage arrears claim and this difficulty persisted through to the Authority's investigation meeting. If YPC had access to compliant wage and time records, it is possible that some of his wage arrears claims may have been greater. However, he has appropriately limited his claims to the minimum number of guaranteed hours of work under his agreement, given that there is a lack of evidence to show he worked in excess of these hours.

[50] There is no evidence before the Authority of previous conduct by D&L. D&L remains registered as a company on the Companies' Office website although its current

---

[17] *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited* [2016] NZEmpC 143 at [147].

[18] Above n17 at [137] to [151].

financial position is unknown. Consequently there are no circumstances that would justify either increasing or reducing an otherwise appropriate penalty.

[51] Stepping back to look at the matter objectively and considering parity with other cases, I consider an appropriate penalty to be $1,000.00 for this breach.

[52] YPC has been directly affected by D&L's failure. Where a breach has resulted in a non-compensable loss to the employee (where the breach is in the nature of 'performing a public duty') it may be more appropriate to order some of the penalty be paid to the employee, especially to the extent that costs may not adequately compensate the employee.[19] On that basis, I order the penalty to be paid to YPC.

Orders

[53] I am not satisfied that YPC's delay in raising a personal grievance was occasioned by exceptional circumstances and consequently I decline to grant leave to YPC to raise a personal grievance out of time.

[54] D & L Decorators (2021) Limited is to pay YPC within 28 days of the date of this determination:

(a) Wages and holiday pay arrears of $2,149.20 (gross).

(b) Interest on this amount accruing from 10 March 2023 until the date the amount is paid in full.

(c) A penalty of $1,000.00.

Non-publication

[55] The Authority has the power to prohibit publication of names and evidence, subject to such conditions as the Authority thinks fit.[20]

[56] The Employment Court's judgment in *MW v Spiga Limited*[21] confirmed the principles applicable when considering whether non-publication orders should be made. The starting principle is that open justice is of fundamental importance. The Authority may depart from open justice but only to the extent necessary to serve the ends of justice and based on sound reasons.

---

[19] *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited* [2016] NZEmpC 143.
[20] Clause 10, Schedule 2 of the Act.
[21] *MW v Spiga Limited* [2024] NZEmpC 147.

[57] The first step requires consideration of whether there is reason to believe that specific adverse consequences could be reasonably expected, based on evidence and/or reasonable inference. The second step requires the Authority to consider whether those consequences justify departing from open justice in the circumstances of the case. This is a weighing exercise that looks at relevant factors. Relevant factors include the circumstances of the case, the interests of the person or entity applying for the order, the interests of the other party or any third party, the public interest (including the rights of media), any issues of equity and good conscience and tikanga and its principles, values or concepts.

[58] YPC says a loss of anonymity in a publicly available and easily accessible document might further exacerbate his personal mental health struggles. He refers to the private and sensitive issues canvassed during the investigation. As a secondary concern, YPC says publicising details of his mental health might prove to be an obstacle to future employability.

[59] D&L does not object to non-publication if it applies equally to all parties.

[60] Having considered the information available to the Authority, a reasonable inference can be drawn that specific adverse consequences could reasonably be expected to occur if YPC's name and identifying details were to be published. Despite not being persuaded that YPC's medical condition rendered him unable to consider properly raising a personal grievance within 90 days, I do accept and acknowledge that his mental health is an ongoing issue. The specific adverse consequences relate to YPC's mental health and history and to a lesser extent, the potential for damage to his future employment prospects. Those consequences justify departing from open justice in the circumstances of this case which has required YPC to give evidence about his mental health due to the nature of the exceptional circumstances application. There is no broader public interest in YPC being named and identified.

[61] The same considerations do not apply to D&L. There is also no information before me to suggest that naming D&L would lead to identification of YPC.

[62] I therefore make a permanent non-publication order over the name and identifying details of the applicant, YPC. However, I decline to make a permanent non-publication order over the name and identifying details of D&L.

[63] I make an interim order prohibiting the name and identifying details of D&L Decorators (2021) Limited from being published for a period of 28 days from the date of this determination. At the end of 28 days, unless there is a further order of the Authority or Employment Court, this interim order will lapse and there will be no restriction on publication. This determination will not be published until the end of the 28-day period or further order of the Authority or Court.

Costs

[64] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves. While YPC was not successful on the preliminary issue regarding exceptional circumstances, he was successful on his wage arrears claim. My preliminary view is that this may be a situation where it is appropriate that costs lie where they fall.

[65] Should the parties not agree with my preliminary view, they are unable to resolve costs and an Authority determination on costs is needed, the party claiming costs 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 the other party 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.

[66] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual "daily tariff" basis unless circumstances or factors, require an adjustment upwards or downwards.[22]

Natasha Szeto
Member of the Employment Relations Authority

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