

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHU ROHE**

[2026] NZERA 444
3381045

BETWEEN	BRENT COLYER Applicant
AND	NEW ZEALAND ALUMINIUM SMELTERS LIMITED Respondent

Member of Authority:	Peter van Keulen
Representatives:	Mary-Jane Thomas, counsel for the Applicant Gillian Service and Nicola Whiteman, counsel for the Respondent
Investigation Meeting:	17 March 2026 in Invercargill and 2 April 2026 by AVL
Submissions Received:	1 and 2 April 2026 from the Applicant 1 and 2 April 2026 from the Respondent
Date of Determination:	3 July 2026

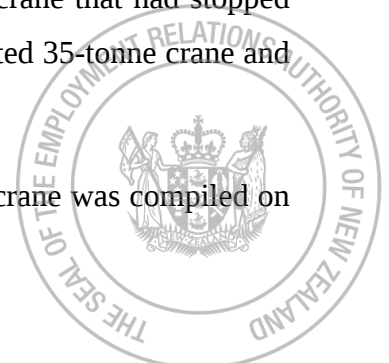
DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Brent Colyer was employed by New Zealand Aluminium Smelters Limited (NZAS) as an electrician from October 2005.

[2] On 28 August 2024 Mr Colyer was called to inspect a gantry crane that had stopped operating. While inspecting the crane Mr Colyer failed to isolate a related 35-tonne crane and did not wear certain PPE when he did isolate the 35-tonne crane.

[3] An incident report regarding the failure to isolate the 35-tonne crane was compiled on



29 August 2024. Following this report and after investigating the isolation breach NZAS carried out a disciplinary process with Mr Colyer. The result of this process was a decision by NZAS, on 3 October 2024, to issue Mr Colyer with a written warning.

[4] On 21 October 2024 Mr Colyer resigned because of NZAS's actions through the disciplinary process.

[5] Mr Colyer raised personal grievances of unjustified action causing disadvantage arising out of the disciplinary process and unjustifiable dismissal arising out of his resignation.

[6] These two personal grievances form the basis of the employment relationship problem that I investigated.

The Authority's investigation

[7] I investigated this employment relationship problem by receiving written evidence and documents, holding an investigation meeting on 17 March 2026 and 2 April 2026, and assessing the oral and written submissions of the parties' representatives.

[8] In my investigation meeting, under oath or affirmation, witnesses confirmed their statement and gave oral evidence in answer to questions from myself and the parties' representatives. The representatives then provided written and oral submissions.

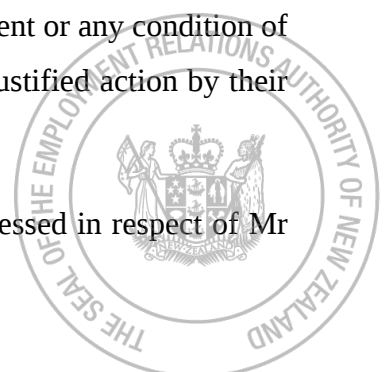
[9] As permitted by s 174E of the Employment Relations Act 2000 (the Act) I have not recorded all the evidence and submissions received, in this determination; I have set out my findings of fact and law, then based on this I have expressed conclusions on issues as necessary to dispose of the matter, and then I have specified the orders made as a result.

Issues and steps for resolving the employment relationship problem

Unjustified action causing disadvantage

[10] An unjustified disadvantage personal grievance is set out in section 103(1)(b) of the Act. An employee may have a personal grievance where their employment or any condition of their employment is or was affected to their disadvantage by some unjustified action by their employer.

[11] Based on section 103(1)(b) of the Act, the questions to be addressed in respect of Mr



Colyer's unjustified action causing disadvantage personal grievance are:

- (a) What does Mr Colyer complain of in terms of NZAS's actions and did NZAS act as alleged?
- (b) If so:
 - i. Were NZAS's actions unjustified?
 - ii. Did the actions cause any disadvantage to Mr Colyer's employment or a condition of employment?

Unjustifiable dismissal

[12] The first issue for an unjustifiable dismissal grievance is, was the employee dismissed?

[13] In this case Mr Colyer resigned. Mr Colyer says that his resignation amounts to a constructive dismissal because he resigned in response to breaches of duty by NZAS, i.e., his resignation should be treated as a dismissal.

[14] Based on the relevant case law, the questions to be addressed in respect of Mr Colyer's constructive dismissal personal grievance are: ¹

- (a) What does Mr Colyer complain of in terms of NZAS's actions and did NZAS act as alleged?
- (b) If NZAS did act as alleged do these actions amount to a breach of duty by NZAS?
- (c) If there has been a breach of duty by NZAS:
 - i. Was the breach of duty sufficiently serious to warrant Mr Colyer's resignation?
 - ii. Was it reasonably foreseeable that Mr Colyer might resign in response

¹ *Auckland Shop Employees Union v. Woolworths (NZ) Ltd* [1985] 2 NZLR 372 (CA); *Wellington etc Clerical Workers etc IUOW v Greenwich* [1983] ACJ 965; and *Auckland Electric Power Board v. Auckland Provincial District Local Authorities Officers IUOW Inc* [1994] 2 NZLR 415 (CA).



to the breach?

iii. Did Mr Colyer did resign in response to that breach of duty?

[15] If these things are established and Mr Colyer was dismissed, I must then consider the second issue; was the dismissal justified?

Steps for investigating this employment relationship problem

[16] So, in the first instance I will consider what it is that Mr Colyer complains of and whether NZAS acted as alleged.

[17] Once I have established what occurred I will then consider whether the events give rise to an unjustifiable dismissal personal grievance and/or unjustified disadvantage personal grievance.

What happened?

[18] On 28 August 2024 Mr Colyer was called to inspect a gantry crane that had stopped operating. A colleague of Mr Colyer had been working on configuring the lighting system of that crane the day before.

[19] Mr Colyer went to assess the gantry crane; he set up a site around the crane and undertook critical control checks. He then accessed the crane and through his inspection discovered the cause of the problem, that a circuit breaker had been turned off.

[20] Mr Colyer advised his manager, Dale Forbes, of what he had found and that he was concerned about the colleague's work on and around the gantry crane. Mr Forbes then asked another employee, NAO, who was a subject matter expert in electrical matters to inspect the gantry crane and provide a second opinion.²

[21] NAO went to inspect the gantry crane and once there he pointed to a sign on the base of the crane stating that the nearby 35-tonne crane needed to be isolated before accessing the gantry crane; Mr Colyer had missed this sign and had not isolated the 35-tonne crane before

² This employee did not give evidence in the investigation meeting and I consider it appropriate not to name him – I will refer to this employee as NAO.



undertaking his inspection of the gantry crane.

[22] Mr Colyer then isolated the 35-tonne crane. After the crane had been isolated NAO asked Mr Colyer about PPE and Mr Colyer told him he had not worn it to isolate the 35-tonne crane – Mr Colyer’s view being that PPE was not required. The pair then completed the second inspection and NAO confirmed that the circuit breaker was switched off and they turned it back on.

[23] After climbing down from the gantry crane Mr Colyer began deisolating the 35-tonne crane. NAO told Mr Colyer that he needed to put on PPE for the deisolation process and Mr Colyer responded telling him he did not need PPE for deisolation. Mr Colyer then completed the deisolation process.

[24] NAO then reported to Mr Forbes advising him, amongst other things that Mr Colyer had not isolated the 35-tonne crane when he first inspected the gantry crane.

[25] The next day Mr Forbes produced an incident report covering Mr Colyer’s failure to isolate the 35-tonne crane.

[26] The incident report triggered an internal requirement for an investigation into the isolation breach. Tony Dixon, Superintendent – Maintenance Support, was assigned the task of investigating what occurred.

[27] Mr Dixon’s investigation included inspecting the site of the gantry crane, speaking to Mr Colyer’s colleague, speaking to NAO, speaking to other NZAS employees and speaking to Mr Colyer (discussed further below).

[28] Mr Dixon did not produce any notes or statements from the employees he spoke to during his investigation, but Mr Dixon’s evidence explains that NAO told him:

(a) That in the course of inspecting the gantry crane with Mr Colyer, Mr Colyer told him that his colleague had used an incorrect process for isolation, she had then worked in close proximity to live collector rails without isolating them, she had not properly tested or handed back the gantry crane and other general complaints about her work.

(b) That there was a local crane isolator, the circuit breaker was near where the



colleague had worked so it was likely that she bumped this, the collector rails were protected so inadvertent contact by the colleague would have been unlikely, and no other issues were found (in connection with the colleague's work).

- (c) Mr Colyer had not worn PPE when he isolated the 35-tonne crane. NAO and Mr Colyer discussed the PPE requirements and Mr Colyer indicated that he understood yet he commenced deisolation without putting on PPE, so NAO stopped him and told him to put PPE on. NAO then left the site so did not know if Mr Colyer put on PPE.

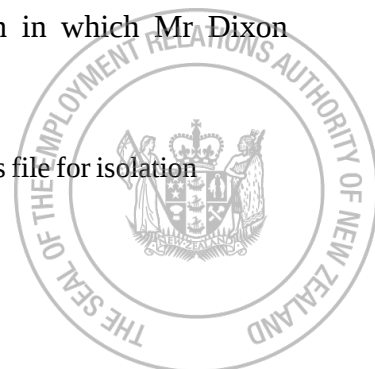
[29] In terms of Mr Dixon's discussion with Mr Colyer about the isolation breach, this took place on 6 September 2024. In advance of the discussion on 3 September 2024, Mr Dixon spoke to Mr Colyer and told him they needed to have a "catch up" regarding the isolation breach and arranged for that to take place on the 6th.

[30] The meeting on 6 September 2024 was described at the outset as being an informal meeting and an opportunity for Mr Dixon to hear Mr Colyer's account of what happened with the gantry crane inspection and isolation of the 35-tonne crane.

[31] In his evidence, and in the investigation report produced after he had completed his investigation into the isolation breach, two key points emerged from the meeting: (a) that Mr Colyer had accessed the gantry crane without isolating the 35-tonne crane, this included that Mr Colyer had missed the signage referring to isolation being required; and (b) Mr Colyer had not worn PPE when isolating the 35-tonne crane and this included not wearing PPE when NAO had told him he needed to.

[32] Once Mr Dixon had completed his investigation he produced a draft investigation report. In his draft report Mr Dixon made two findings in terms of Mr Colyer's actions in the isolation breach: (a) Mr Colyer had not isolated the 35-tonne crane before accessing the gantry crane; and (b) Mr Colyer had not worn the appropriate PPE when he subsequently isolated the 35- tonne crane. The draft report also included an outcomes section in which Mr Dixon recorded:

[Mr Colyer] to get a (verbal or written, tbc) warning to go on his file for isolation breach & not using correct PPE. Implementation of a PIP.



[33] The words “verbal or written, tbc” were highlighted in blue.

[34] Mr Dixon sent his draft report to Jason Laverty, Manager of Assets who was Mr Dixon’s manager, and Danny Harison, Human Resources Advisor, in an email on 13 September 2024. In this email Mr Dixon wrote “... I have not landed on the outcome of the type of warning”

[35] Mr Harrison responded to Mr Dixon’s email of 13 September 2024 with an email an hour later on 13 September. In his email Mr Harrison stated:

Have there been any other issues with [Mr Colyer] having issues with [colleague’s] standard of work. My suspicion is this isn’t an isolated incident ... because Mr Colyer appears to have gone out of his way to put a spotlight on [colleague’s] work and make statements which were later found to be incorrect.

....

...

I wouldn’t jump straight to an outcome on this matter but I do believe that investigatory meetings should be held with both [Mr Colyer] and [colleague] for the isolation incident and additionally for [Mr Colyer] for the lack of appropriate PPE. I’d say we would be classifying this at the lower end of misconduct with a potential outcome up to and including a first written warning.

[36] What followed from this exchange were two things:

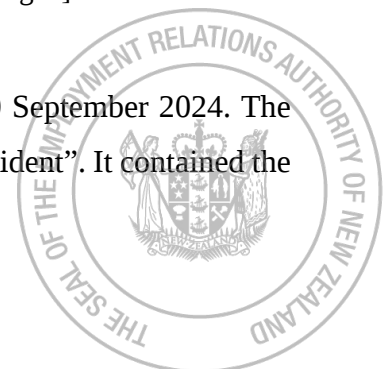
(a) Mr Dixon finalised his Investigation Report, which did not include the outcome section.

(b) Mr Dixon decided to proceed with a disciplinary process with Mr Colyer and Mr Harrison drafted a letter for Mr Colyer inviting him to attend a meeting. In sending the draft letter to Mr Dixon, by email on 24 September 2024, Mr Harrison stated:

Draft for review and comments. I think we’re on the edge of misconduct and serious misconduct and could easily pull this back to a lower level.

I’m also not happy with my wording at the moment so we might need to tweak. This situation is an odd one because it’s not a straightforward safety issue due to the root cause appearing to be his focus on bringing [colleague] into a bad light.

[37] The draft letter was then finalised and sent to Mr Colyer on 30 September 2024. The letter was headed up “Invitation to Investigatory Meeting – Isolation Incident”. It contained the following summary of NZAS’s concerns:



In summary, it is alleged that during the process of calling into question the safety standards of a colleague, you:

- failed to isolate the 35-tonne crane while you were on the crane gantry; and
- had to be stopped from attempting to operate the circuit breaker without wearing the required PPE.
- After being stopped, you completed the isolation without the required PPE.

You appear to have been extremely focused on bringing a spotlight on what turned out to be unfounded perceived deficiencies of a colleague and during this process it is alleged that you committed a number of safety breaches.

[38] The 30 September 2024 letter also stated that two policies were enclosed and a copy of Mr Dixon's Investigation Report. The two policies were included with the letter Mr Colyer received but the Investigation Report was not.

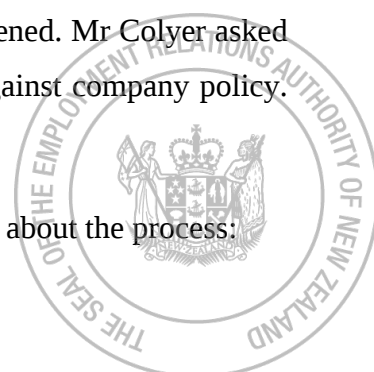
[39] Mr Colyer attended the Investigation Meeting on 2 October 2024 with a support person. Mr Dixon, Mr Harrison and Mr Forbes attended for NZAS.

[40] Shortly after the meeting commenced, Mr Colyer's support person asked if the meeting was the beginning of the investigation process – Mr Dixon advised him that the investigation had been completed. The support person then asked where the Investigation Report was. The meeting was stopped whilst a copy of the Investigation Report was obtained and given to Mr Colyer and his support person – noting here that Mr Colyer and his support person were given the wrong version of the Investigation Report; they received the draft Investigation Report that included Mr Dixon's section on outcomes.

[41] The 2 October 2024 meeting recommenced once Mr Colyer and his support person had had an opportunity to read the Investigation Report. During the course of the recommenced meeting Mr Colyer and his support person raised concerns about the process, including no formal investigation by Mr Dixon, that threats of serious misconduct came as a surprise, that NZAS had failed to provide the Investigation Report in advance of the meeting and had now provided a report that had an outcome already determined. In the end they asked for a correct copy of the Investigation Report and for the meeting to be deferred so they could consider it.

[42] On 3 October 2024 the meeting of the previous day was reconvened. Mr Colyer asked to record the meeting and was advised that recording meetings was against company policy. The meeting continued and was not recorded.

[43] Mr Colyer then handed a letter to Mr Dixon that raised concerns about the process:



- (a) The investigation did not meet the obligation of good faith.
- (b) The Investigation Report had not been provided in advance of the 2 October 2024 meeting.
- (c) The report provided on 2 October had predetermined outcomes in it.
- (d) The 6 September 2024 informal meeting to investigate the isolation breach became an investigation into Mr Colyer's conduct with possible disciplinary sanctions and therefore should have been conducted formally with a clear outline of the allegations and possible outcomes being provided.

[44] Mr Colyer's letter concluded with the suggestion that the outcome of the current process was to provide Mr Colyer with guidance on the tasks with no formal warning or record on his HR file.

[45] The meeting was adjourned for NZAS to consider Mr Colyer's letter.

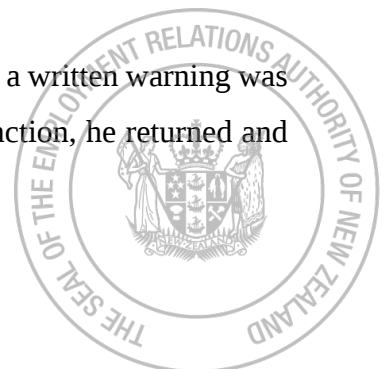
[46] When the meeting resumed, Mr Colyer provided a document outlining the sequence of events around the isolation breach. Again the meeting was adjourned briefly whilst NZAS considered the sequence of events document.

[47] During this break in the meeting NZAS spoke to another employee (also an electrical subject matter expert) about the PPE requirements in the circumstances of isolating the 35-tonne crane. This employee told Mr Dixon that PPE would not be required when isolating the 35-tonne crane. As a result of this discussion Mr Dixon decided to drop the allegation against Mr Colyer about not wearing PPE.

[48] When the meeting was reconvened Mr Dixon told Mr Colyer that the PPE allegation was being set aside given the differing views of the requirements by two subject matter experts.

[49] There was then some discussion about the events including Mr Harrison asking Mr Colyer about his working relationship with his colleague.

[50] Mr Dixon then told Mr Colyer that his preliminary view was that a written warning was appropriate. After a further break, so Mr Colyer could consider this sanction, he returned and indicated he would accept a written warning.



[51] A written warning was produced on 4 October 2024 and given to Mr Colyer. On 9 October 2024 Mr Colyer met Mr Dixon and expressed his concerns about the process. On 10 October 2024 Mr Colyer and Mr Dixon met again, and Mr Colyer asked for some changes to the written warning. Mr Dixon checked the changes and agreed them with Mr Colyer.

[52] On 21 October 2024 Mr Colyer handed in his written resignation.

What does Mr Colyer complain of and did NZAS act as alleged?

[53] Mr Colyer says NZAS's actions in investigating the isolation breach and conducting the disciplinary process were not justified and it did not meet the duty of good faith. Specifically, his complaints, which he says led to him resigning, include:

- (a) In his 20 years of working at NZAS he had never seen an isolation breach treated as his breach was, i.e., escalated to Superintendent management level and involving HR.
- (b) His actions in accessing the gantry crane as he did – with suitable precautions but not isolating the 35-tonne crane – was common practice and the crane operators had allowed him to access the gantry crane in the way he did.
- (c) That the investigation into the PPE requirements simply took NAO's statement as being correct despite Mr Colyer's explanation for not having to wear PPE – which was subsequently supported by a different subject matter expert.
- (d) He had given a detailed account of what he had done on the day, particularly in relation to the safeguards he put in place, yet Mr Dixon did not reference this in the Investigation Report.
- (e) There were significant differences in the draft Investigation Report and the final Investigation Report with key aspects being removed and photos being different.
- (f) Being presented with a letter advising him he could lose his job for an isolation breach, when he had no warnings or issues raised previously, was a complete shock. When he spoke to Mr Dixon as part of the isolation breach investigation, he had no idea of how serious NZAS viewed the incident.



- (g) It was unfair that he did not receive all of the relevant information before the 2 October 2024 meeting.
- (h) He did not understand why the 3 October 2024 meeting could not be recorded.
- (i) Mr Harrison focussing on his working relationship with his colleague had nothing to do with the isolation breach and came across as a personal attack on him.
- (j) He was given a written warning for not following NZAS's policy, yet NZAS had not followed its own policy and when he raised his concerns about the process, they were ignored.

[54] After assessing my account of the facts and considering the submissions provided, including Mr Colyer's summary outlined above, I conclude that NZAS did breach the duty of good faith in its dealings with Mr Colyer over the isolation breach. This is because:

- (a) NZAS had merged the investigation into the isolation breach into an investigation into Mr Colyer's conduct. The investigation conducted by Mr Dixon was undertaken to establish what occurred and decide what needed to be done in response. Mr Dixon was very clear in his oral evidence that its purpose was not to decide if a disciplinary process should be commenced with Mr Colyer, yet this is what he decided, including his view on sanction to be imposed. Mr Colyer had no idea this was possible when he met with Mr Dixon and explained what had occurred on 28 August 2024.
- (b) It follows that Mr Dixon's investigation into Mr Colyer's conduct from the perspective of whether disciplinary action should be commenced was flawed. Put simply more should have been done; this includes collecting written statements from NAO and Mr Forbes and consulting a further subject matter expert on the PPE requirements as Mr Colyer disagreed with NAO (and this was evident from what NAO told Mr Dixon).
- (c) A key aspect for me is that the concerns about Mr Colyer's working relationship with his colleague, particularly that he had gone out of his way to highlight her mistakes, became a central part of the disciplinary concerns but the concern was



not evident from the Investigation Report – Mr Dixon concluded that there were two concerns about Mr Colyer’s conduct, not isolating the 35-tonne crane and not wearing PPE when he did isolate the crane. This escalation appeared to come from Mr Harrison who did not do the investigation and appeared to form the view on what Mr Dixon wrote in his report as to what NAO had told him. This was evident in the email exchanges between Mr Dixon and Mr Harrison of 11 and 24 September 2024. The result was an allegation that was not properly investigated and not clearly articulated in the 30 September 2024 letter.

(d) The disciplinary process commenced with Mr Colyer was flawed. The letter of 30 September 2024 referred to an investigatory meeting, yet it was a disciplinary meeting. The letter did not include the Investigation Report, nor did it properly set out the concern regarding Mr Colyer’s working relationship with his colleague.

(e) Providing Mr Colyer with the draft Investigation Report was problematic. I accept the explanation regarding Mr Dixon including outcomes in the draft report and I also accept that NZAS had not predetermined the outcome of the disciplinary process with Mr Colyer. However, the problem created is that on reading the draft report Mr Colyer believed the outcome had been decided – which on my reading of the draft report was a fair conclusion – and this caused him considerable distress and clearly impacted his view on how fairly he was being treated.

[55] These failings mean NZAS’s disciplinary process with Mr Colyer was unjustified and NZAS’s actions amount to a breach of good faith.

NZAS’s actions are the basis of personal grievance for Mr Colyer

[56] So, having established that NZAS acted unjustifiably and in breach of the duty of good faith, as alleged by Mr Colyer, I must now consider if this means the personal grievances he has raised are established.

Constructive dismissal

[57] As there have been breaches of duty I must assess the remaining requirements for a



constructive dismissal grievance. As set out earlier the following questions must be addressed:

- (a) Were the breaches of duty by NZAS sufficiently serious to warrant Mr Colyer's resignation?
- (b) Was it reasonably foreseeable that Mr Colyer might resign in response to the breaches by NZAS?
- (c) Did Mr Colyer resign in response to the breaches of duty by NZAS?

[58] I am satisfied that the breaches of duty by NZAS were sufficiently serious to warrant resignation by Mr Colyer. However, I am not satisfied that it was foreseeable that Mr Colyer would resign in response to the unjustified disciplinary process. This is simply because Mr Colyer accepted that a formal warning was an appropriate outcome and negotiated the terms of that warning. He did raise concerns about the process but after he agreed the terms of the warning nothing further was raised for eleven days.

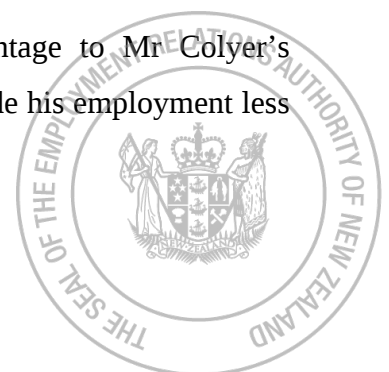
[59] Further I am not convinced that Mr Colyer resigned just because of the faulty disciplinary process. His resignation letter referred to the process and his feeling that he had been made an example of, but it also referred to a lack of trust and respect for his electrical knowledge, his work environment becoming hostile and toxic and work being unenjoyable for the past two years. This is a wider group of concerns informing resignation than just the disciplinary process.

[60] For these reasons Mr Colyer's resignation does not amount to a constructive dismissal.

Unjustified action causing disadvantage

[61] I have found that NZAS acted unjustifiably in terms of the disciplinary process with Mr Colyer, so the remaining question to answer for an unjustified disadvantage grievance is – did NZAS's unjustified actions cause any disadvantage to Mr Colyer's employment or a condition of employment?

[62] I accept that NZAS's unjustified actions caused a disadvantage to Mr Colyer's employment – a warning, which was unjustified given the process, made his employment less secure.



[63] Mr Colyer is successful in establishing a personal grievance for unjustified action causing disadvantage.

Remedies

[64] As Mr Colyer has been successful with his personal grievance, I must turn to consider what remedies he may be entitled to in terms of the remedies provided for under s 123 of the Act.

[65] Mr Colyer has sought compensation and lost remuneration as remedies. Given that he has been successful in establishing an unjustified disadvantage grievance he may be entitled to compensation, but he is not entitled to lost remuneration as he has not lost any remuneration as a result of NZAS's unjustified actions.³

Compensation

[66] Compensation is an award for the humiliation, loss of dignity and injury to feelings that an applicant suffers, made pursuant to s 123(1)(c)(i) of the Act

[67] This involves identifying the impact or effects of the actions on Mr Colyer, using this to identify the harm caused to him and the loss he suffered. Then I must quantify that harm and loss.⁴

[68] Mr Colyer's evidence and the evidence of his partner, shows that Mr Colyer:

- (a) Was humiliated and devastated by the disciplinary process.
- (b) Felt physically sick when taking part in the process.
- (c) Lost trust in NZAS and felt insecure and disillusioned.
- (d) Became withdrawn – he would not speak about what was happening.
- (e) Was unable to sleep properly and stopped eating.

³ Employment Relations Act 2000, s 123(1)(b).

⁴ *Stormont v Peddle Thorp Aitken Ltd* [2017] NZEmpC 71, *Waikato District Health Board v Kathleen Ann Archibald* [2017] NZEmpC 132, *Richora Group Ltd v Cheng* [2018] NZEmpC 113.



(f) Was stressed

[69] These effects show that Mr Colyer suffered harm in the form of humiliation, loss of dignity and injury to his feelings. I quantify this harm and Mr Colyer's loss as being in line with cases where \$18,000.00 has been awarded and I consider this an appropriate amount of compensation for Mr Colyer.

Contribution

[70] As I have awarded remedies to Mr Colyer, I must now consider whether he contributed to the situation that gave rise to his dismissal.⁵ This requires me to assess if Mr Colyer behaved in a manner that was culpable or blameworthy, and this behaviour contributed to his grievances.⁶

[71] Mr Colyer did not act in a blameworthy or culpable manner; there was no contributory behaviour from him and therefore no reduction in remedies.

Orders

[72] NZAS acted unjustifiably toward Mr Colyer and these actions caused a disadvantage to his employment.

[73] In satisfaction of this personal grievances NZAS must pay Mr Colyer \$18,000.00 without any deductions for compensation pursuant to s 123(1)(c)(i) of the Employment Relations Act 2000.

Costs

[74] Costs are reserved.

[75] The parties are encouraged to resolve any issue of costs between themselves.

[76] If they cannot resolve costs and a determination on costs is needed, Mr Colyer may lodge, and then should serve, a memorandum on costs within 28 days of the date of issue of this determination. From the date of service of that memorandum NZAS will then have 14 days

⁵ Section 124 of the Act.

⁶ *Xtreme Dining Ltd v Dewar* [2016] NZEmpC 136.



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.

[77] 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.⁷



Peter van Keulen
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

