

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

[2015] NZERA Auckland 27
5466260

BETWEEN STUART CAIRNS
 Applicant

AND INTERWORLD PLASTICS
 LIMITED
 Respondent

Member of Authority: Robin Arthur

Representatives: Graeme Minchin, Counsel for the Applicant
 Ray Parmenter, Counsel for the Respondent

Submissions: 14 January 2015 from the Respondent and
 29 January 2015 from the Applicant

Determination: 30 January 2015

COSTS DETERMINATION OF THE AUTHORITY

- A. Stuart Cairns must pay costs of \$1750 to Interworld Plastics Limited (IPL).**
- B. Mr Cairns must also pay IPL the further sum of \$526 for witness expenses.**

[1] Interworld Plastics Limited (IPL) sought an order requiring Stuart Cairns to pay legal costs of \$1750 and a further \$708 in disbursements.

[2] IPL sought the order following the Authority's determination, issued on 22 December 2014, that the Authority had no jurisdiction to investigate a personal grievance claim by Mr Cairns.¹ In that respect IPL was the successful party and was entitled to a modest contribution to reasonably-incurred costs, typically set by the Authority on a daily tariff of \$3500.

¹ *Cairns v Interworld Plastics Limited* [2014] NZERA Auckland 529.

[3] The investigation meeting on the preliminary jurisdictional issue took around half a day so the appropriate award of costs was \$1750 unless some particular factor or principle required an adjustment upwards or downwards.² None was required in the circumstances of this case.

[4] IPL wanted Mr Cairns to reimburse its expenses of \$478 for an airfare for one witness to travel to Auckland for the investigation meeting along with a further \$230 for associated taxi fares to and from the airports in Queenstown and Auckland.

[5] The witness was Peter Thodey who was a shareholder of IPL. He had been a director of the company and was involved in conversations with Mr Cairns directly relevant to the issue for resolution. Mr Thodey's attendance at the investigation meeting was necessary to enable me to question him about those conversations and to provide an opportunity for his evidence to be tested by further questioning from Mr Cairns' representative. It was appropriate Mr Cairns reimburse IPL for reasonable expenses incurred as a result.

[6] A copy of an airline invoice confirmed the cost of Mr Thodey's return airfare as \$478. He had not got receipts for his taxi fares and, according to information given to IPL's representative, had paid in cash so could not confirm the costs from bank card records. Mr Cairns submitted that only disbursements supported by invoices should be awarded but, in the exercise of the discretion provided to award expenses, I have decided a lower amount equivalent to return bus fares to both airports should be paid because there was no doubt Mr Thodey did have to travel to and from both airports. A check on relevant websites indicated the Auckland fare would have been \$28 return and the Queenstown fare would have been \$20. Tallying those amounts with the airfare gave a total of \$526 that Mr Cairns must pay as disbursements to IPL as well as costs of \$1750.

Robin Arthur
Member of the Employment Relations Authority

² *PBO v Da Cruz* [2005] ERNZ 808 at [46].