

whether or not there was consultation with Mrs Seaso. The investigation was completed with submissions being provided.

[5] I reject New Zealand Post's submission that no costs ought to be awarded. I agree there was a dispute but New Zealand Post was entirely responsible for putting the Applicant to the expense of needing an Authority investigation to resolve the employment relationship problem. My observation at the time of the investigation meeting was that the employment relationship problem was entirely avoidable and a fair and reasonable employer could have focussed on the issue and dealt with it without the need for the Employment Relations Authority's involvement. The fact that an investigation was required leaves New Zealand Post in the position that it has to meet a portion of the Applicant's costs since the Applicant was successful.

[6] It is a clear principle that costs follow the event for the successful party. My investigation involved a few questions directly on point that one of New Zealand Post's managers had to answer. This explains why the investigation was so short. If there is anything remarkable about the matter it was the amount of work put in by both sides for such a narrow issue.

[7] I agree that there was a genuine issue about consultation to be answered that impacted on the Applicant's employment, which she felt needed to be secured. In this regard the employment relationship problem was more than just a dispute over what the Company had done. The outcome was that New Zealand Post had not consulted correctly and it should have seen that as a highly likely and even a predictable outcome.

[8] It was entirely reasonable for the Applicant to obtain legal representation because I doubt very much that she would have been able to battle on herself given the approach taken by New Zealand Post.

[9] A contribution has to be assessed. Preparation was required. Attendance at the investigation meeting was necessary. I am not prepared to just accept the Applicant's outline of what the quantum involved because of the other work involved in the matter, but because the claim is within the reasonable range where there is no set tariff, I have taken an average of the \$4,700 actual costs and \$3,200 proposed contribution and apportioned two thirds of that.

[10] Therefore my assessment for a contribution to reasonable costs amounts to \$2,633. It is my decision that New Zealand Post Limited is to pay Vaasa Season the sum of \$2,633 contribution towards the costs.

[11] Also, New Zealand Post is to pay Vaasa Seaso the \$70 filing fee as a disbursement. New Zealand Post Limited reasonably is to pay half the sum of disbursements claimed ie \$33.75. This is because there are no itemised details (except general reference made to 'photocopying and facsimile charges') from the Applicant of the actual disbursements, and not all the documents and matters included in the employment relationship problem were relevant.

[12] In conclusion New Zealand Post is to pay Vaasa Seaso \$2,633 contribution to costs and the \$70 filing fee and \$33.75 for disbursements.

P R Stapp
Member of the Employment Relations Authority