

Under the Employment Relations Act 2000

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON OFFICE**

BETWEEN Shelley Thornton (Applicant)

AND AFFCO Limited (Respondent)

REPRESENTATIVES A Millar for Applicant
G Spry for Respondent

MEMBER OF AUTHORITY G J Wood

SUBMISSIONS RECEIVED By 9 March 2006

**DATE OF
DETERMINATION** 20 March 2006

COSTS DETERMINATION OF THE AUTHORITY

1. Ms Thornton claimed that the respondent (AFFCO) had unilaterally altered her employment agreement unjustifiably to her disadvantage. AFFCO claimed that it was Ms Thornton who was acting in breach of her employment agreement by not working the hours she was contracted to do.
2. I determined that Ms Thornton's employment had been affected to her disadvantage by the unjustifiable action of AFFCO in unilaterally cancelling the agreement between them on flexibility of hours.
3. I awarded her \$2,500 compensation, noting that this sum would have been significantly greater if AFFCO had not held back on taking any further action over this move as soon as it was challenged by Ms Thornton.
4. On behalf of Ms Thornton Mr Millar claimed full costs of \$1,500, plus expenses of \$75.00. In response, Ms Spry for AFFCO submitted that costs should lie where they fall because both parties were partially successful before the Authority. In the alternative, she claimed that an award of \$300 would be appropriate, given that the

applicant was only partially successful in her claim and the investigation meeting lasted half a day.

5. While all of Ms Thornton's claims may not have been upheld she was ultimately successful on the claim, clearly before the Authority, that her employment had been unjustifiably disadvantaged by an attempt by AFFCO to unilaterally vary the terms of her employment agreement. There is no reason to disturb the normal conclusion that costs should follow the event. In this case the matter was investigated in a reasonably short period time and in all of the circumstances of this case I consider an award of \$1,000 costs is appropriate.
6. I therefore order the respondent, AFFCO Limited, to pay to the applicant, Shelley Thornton, the sum of \$1,000 in costs and \$75 in expenses.

G J Wood
Member of Employment Relations Authority