

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

**I TE RATONGA AHUMANA TAIMAHI
TE WHANGANUI-Ā-TARA ROHE**

[2023] NZERA 388
3147324

BETWEEN

CHRIS CRUDIS
Applicant

AND

WHARRIE FARMS LIMITED
First Respondent

Member of Authority: Sarah Kennedy-Martin

Representatives: Jills Angus Burney, counsel for the Applicant
Denise Evans, counsel and Tracy Amos, advocate for the
Respondent

Investigation Meeting: 31 August 2022

Submissions and Further Information Received: 20 September, 18 October, 18 November and 24
November 2022 and 17 July 2023 from the Applicant
21 September 2021 and 9 November 2022 from the
Respondent

Date of Determination: 20 July 2023

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Chris Crudis worked as a farm hand and then herd/farm manager for Wharrie Farms Limited (WFL) until his employment ended by way of redundancy on 31 May 2021 because the farm was sold. Wharrie Farms Ltd (WFL) is a duly incorporated company having its registered office in Masterton and it carried out the business of farming with operations across several farms. The directors were Andrew and Cheryl Wharrie until January 2021 when Mrs Wharrie became the sole director.

[2] Mr Crudis says the way in which he was treated by WFL after Mr Wharrie left the farm in 2021 caused him to be disadvantaged in his employment, breached his employment agreement and the good faith obligations on employers. This included being demoted between February and May 2021, dealing with a vehicle as if Mr Crudis had stolen it from WFL, arranging for the sale of calves belonging to Mr Crudis, refusing to provide information to identify missing calves belonging to Mr Crudis, paying final wages excessively late and refusing to compensate Mr Crudis for additional hours worked during calving in spring 2020.

[3] Mr Crudis seeks lost wages, compensation for hurt and humiliation and recovery of money for calves he says are not yet accounted for and payment for the additional spring hours he worked in 2020. Penalties for breaches of the employment agreement are also sought.

[4] Mr Crudis made an additional claim for compensation for unjust enrichment based on WFL failing to pass on the proceeds of the sale of the remainder of Mr Crudis' calves. This claim has not been assessed by the Authority because it was raised after the Authority's investigation meeting.

[5] WFL denies Mr Crudis was disadvantaged in his employment by the actions of Mrs Wharrie. It acknowledged the focus at the time was winding up the farm which was difficult and upsetting for WFL's workers but says this does not amount to a disadvantage. Regarding the calves, WFL says Mr Crudis authorised the sale of his calves and it now accepts two calves have been unaccounted for.

[6] WFL further says the employment agreement did not make provision for payment for extra work during the calving season. Mrs Wharrie also had no knowledge of any informal arrangement between Mr Crudis and Mr Wharrie therefore no wages for work completed by Mr Crudis in the 2020 spring calving season are owed.

[7] WFL made the following payments to Mr Crudis for wage and holiday arrears shortly before the investigation meeting:

- On 25 July 2022 - \$3799.91 four weeks unpaid wages (during Mr Crudis' notice period) that was outstanding,
- On 9 May 2022 - \$143.28 for Mr Crudis' last day of work;
- On 5 July 2022 - \$1576 for work on 11 public holidays.

[8] WFL did not initially accept these amounts were due to Mr Crudis. WFL still denies Mr Crudis worked on all 11 public holidays claimed but, in good faith, has made payment accepting there could have been a difference in record keeping between the directors.

[9] WFL paid Mr Crudis for 112 calves belonging to him that were sold on 21 May 2021 at the Feilding livestock auction. The parties remain in dispute about whether there are additional calves, belonging to Mr Crudis, that did not go to the Fielding auction, for which Mr Crudis should receive payment. Mr Crudis says he is owed payment for the value of eight additional calves not accounted for, whereas as WFL says only two are outstanding.

The Authority's investigation

[10] The Authority held an investigation meeting for this matter in Palmerston North on 31 August 2022. Mr and Mrs Crudis gave oral evidence and for WFL, Mrs Wharrie and Morgan Lissington, stock agent, gave evidence in person and Mr Slabbekoorn by audio visual technology. The parties attended mediation after the investigation meeting and were unsuccessful at resolving the dispute about the number of calves unaccounted for. Both parties lodged final written submissions and further memoranda and statements about the calves.

[11] Having regard to s 174E of the Employment Relations Act 2000 (the Act), it has not been necessary to refer to all the information placed before the Authority in this matter. All material provided has, however, been considered.

[12] As permitted by 174C(4) of the Act, the Chief of the Authority has decided exceptional circumstances exist to allow this written determination to be issued outside the three month timeframe required by s 174C(3) of the Act.

Mr Crudis' employment at WFL

[13] Mr Crudis' employment with WFL spanned approximately 15 years with a couple of breaks between some seasons when Mr and Mrs Wharrie employed family members. For most of the time he was employed by WFL he reported to Mr Wharrie.

[14] Mrs Wharrie was not involved in the day to day running of the farm until she became the sole director in January 2021 and on one earlier occasion when Mr Wharrie left the farm. Mrs Wharrie described knowing Mr Crudis from the time he first came to work at WFL as a

young farm worker and some of the support she says they provided to him especially in the early days.

[15] On 8 June 2020, Mr Wharrie acting on behalf of WFL entered into a two-year fixed term employment agreement between WFL and Mr Crudis. This agreement followed on from an earlier fixed term agreement between Mr Crudis and the sharemilker at WFL for the previous season.

[16] The 2020 employment agreement described Mr Crudis' position as both herd manager and farm manager. It was varied and several handwritten amendments to the terms are important. "Fixed term" was crossed out and the words "not fixed term" were recorded instead. There was a 12-week redundancy compensation payment and a 12 week notice period in the case of redundancy, a stock allowance of 110 bobby calves was provided for as well as permission to rear up to five pigs a year, free of charge.

[17] In schedule one the job description was recorded as follows:

Role	Farm Manager,
Location	Donovans Road Masterton
Reports to	Andrew Wharrie
Purpose of position	Manage farm, cows, pasture and other staff
Key responsibilities	All required duties for dairy farm to operate
Performance indicators	Production/animal health

[18] Schedule 8 provided for any additional clauses to be recorded. Handwritten was reference to the stock allowances on pages 8 and 9 of the agreement (bobby calves and pigs). It was recorded on the front cover of the employment agreement under the "Parties and Duties" section that Mr Wharrie was acting as an agent for WFL and Mr Wharrie initialled the key amendments to the standard agreement.

[19] The clause regarding livestock was as follows:

Stock allowance

Calves – as part of this employment contract Chris Crudis is to receive up to 110 (one hundred and ten) bobby calves and the ability and resources to rear and graze them on the property free of charge until his employment ends. Once reared a list of the calves (identified by their NAIT id number) will be signed by the Employer and employee as proof of ownership and attached to the employment contract.

Pigs – Chris Crudis can rear up to five pigs free of charge per/annum.

[20] Mr Crudis gave evidence of a very good working relationship with Mr Wharrie and said Mr Wharrie was supportive of Mr Crudis. The stock allowance of 110 weaner bull calves was to help Mr Crudis build up funds to eventually purchase his own herd. Mr Crudis said Mr Wharrie was assisting him to work on a long-term plan and the calves were to assist with his intention to go share milking. Mr Crudis and his wife negotiated the additional terms of the 2020 agreement and they requested the 12-week redundancy clause because at that stage they knew there was a possibility the farm would be sold.

Demotion

[21] Mr Crudis says that by January 2021, while he was still the herd/farm manager Mrs Wharrie started to treat him more like a farm hand, he felt he was treated like a newbie, his views were constantly dismissed and she was openly rude to him on more than one occasion. Mr Crudis described times when Mrs Wharrie “had a go at him” and he had the “wind knocked out of his sails” with her hostility towards him after Mr Wharrie left the farm permanently.

[22] Mr Slabbekoorn was appointed in January, there was a meeting in February with Mr and Mrs Crudis, Mr Slabbekoorn and Mrs Wharrie to discuss the new arrangements. Mr Crudis was told in early March 2021 that all the farms were being sold so there would be no job for him next season.

[23] Mr Crudis said he was not told Mr Slabbekoorn was being appointed and when Mr Slabbekoorn arrived, Mr Crudis was overlooked, and his opinions were ignored. Mr Crudis accepted he gave up communicating with Mrs Wharrie but said this was because she constantly dismissed him when he talked to her about the farm so in the end he chose to just show up for work and avoided conflict.

[24] Mrs Wharrie’s evidence was that nothing had changed other than Mr Slabbekoorn assisting her. She denies being rude to him. There was a lot of work required to get the farm ready for sale and to transition to new ownership. This included the new owners grazing stock

on the farm before the farm was sold. This was the second time Mrs Wharrie had employed Mr Slabbekoorn to assist her. This time it was help with winding up the farm. Mr Slabbekoorn spoke of his previous knowledge of Mr Crudis from 2018 which was not relevant to these proceedings other than it confirmed Mr Crudis' evidence that Mr Slabbekoorn had a negative view of him. No performance issues had ever been raised with Mr Crudis.

[25] Mr Slabbekoorn's duties included selling stock, giving Mr Crudis his day-to-day duties, preparing chattels for auction and ensuring there was enough grass cover for the new owners. Mr Slabbekoorn notes in his written evidence that Mr Crudis and Mr Wharrie had many conversations on a daily basis regarding the stock and what was happening on the farm.

[26] From the list of duties Mr Slabbekoorn recorded, there is an overlap with Mr Crudis' role as herd or farm manager. Mrs Wharrie said she did not initially have a copy of Mr Crudis' amended employment agreement, but it was clear a copy was provided to her by Mrs Crudis. Mrs Wharrie says she never received that.

[27] It was clear from Mrs Wharrie's evidence that she did not accept Mr Crudis had the required skills and abilities despite the role description in the employment agreement. When it was pointed out to them, neither Mrs Wharrie or Mr Slabbekoorn checked Mr Crudis' employment agreement. Mr Slabbekoorn said he assumed Mr Crudis was "just a farm worker" and from his evidence he had a less than favourable view of Mr Crudis, from the previous time he worked at WFL, and this was carried over.

[28] It is apparent from Mrs Wharrie and Mr Slabbekoorn's evidence, Mr Crudis' role described in his employment agreement was disregarded by them and that he was deliberately excluded from the day to day running of the farm from January 2021 to 31 May 2021.

The Land Rover

[29] Mr Wharrie gifted a Land Rover to Mr Crudis before he left the farm in January 2021. Mrs Wharrie disputed that as it had been her understanding it belonged to WFL. She said it was not operational and she had asked Mr Slabbekoorn to spend money fixing it before the farm was sold. The vehicle was uplifted and then returned to Mr Crudis after evidence of ownership was provided showing that Mr Wharrie had transferred title and ownership to Mr Crudis.

[30] Mr Crudis said a similar incident occurred a year earlier when his private Hilux was removed by Mrs Wharrie without talking to Mr Crudis and she refused to give it back to him until he sought assistance from Masterton Police.

[31] Mrs Wharrie's evidence was that on both those occasions, and in relation to a third vehicle, Mr Wharrie's dealings with those vehicles without her knowledge and the gifting of them to Mr Crudis was a feature of the acrimony between the Wharries.

[32] Mrs Wharrie did not accept the Land Rover had been gifted by Mr Wharrie to Mr Crudis. The communications between the parties about it were fraught and played out on social media with Mrs Wharrie's son becoming involved. Mr Crudis was particularly upset about a phone call to his wife where Mrs Wharrie adopted an aggressive stance about the Land Rover.

[33] While this dispute sits outside the employment relationship, a fair and reasonable employer could be expected deal with employees in good faith and to resolve disputes in a way that was responsive and communicative. This was not the way in which WFL dealt with the dispute about ownership of the Land Rover.

The calves gifted to Mr Crudis

[34] Mrs Wharrie again said she was unaware of the arrangement between WFL and Mr Crudis in respect of Mr Crudis rearing calves. Despite it being recorded in the employment agreement she found it hard to believe WFL would give away 130 calves referred to in the employment agreement.

[35] In November 2020, all the weaned bobby calves had ear tags that identified them to allow tracing of individual animals by their tag.¹ Each animal can be traced to either its new location, to the freezing works or sale to a third party and this became important later on when Mr Crudis received payment from the Feilding livestock sale for only 112 calves.

[36] Mr Wharrie had created a list of NAIT numbers showing those owned by Mr Crudis and it was signed and dated. Because Mr Crudis had also received earlier calves to rear, the list recorded 131 bobby calves gifted by WFL to Mr Crudis. Mr Crudis' calves were merged

¹ MPI website: National Animal Identification and Tracking (NAIT) programme.

with the WFL herd of 250 calves until late March 2021 when Mr Crudis and Mr Slabbekoorn drafted them into separate groups in preparation for sale.

[37] Mr Crudis said he decided he wanted to make his own arrangements with a different stock agent. Mrs Crudis left a letter in Mrs Wharrie's letterbox on or about 15 May 2021 to request permission to invite a different stock agent on to the farm for that purpose. Mrs Wharrie denies receiving the letter and said time was running out and the stock had to go. She was getting frustrated with how long it was taking Mr Crudis to arrange for his calves to be removed. She did not want to have any arguments with Mr Crudis so told Mr Slabbekoorn and Mr Lissington, her stock agent, to deal with Mr Crudis. Mr Lissington arranged for Mr Crudis' calves to be collected and transported to Feilding for sale on 21 May 2021.

[38] Mr Crudis' evidence was that the calves were sold without his knowledge although he admits signing a bank transfer form in April with Mr Lissington. Mr Crudis' evidence appears to be that if he did discuss the calves with Mr Lissington and agree, he had changed his mind and wanted to bring another stock agent to the farm. He had also drenched them the day before which he says he would not have done had they been going for sale the next day. He knew they had to be removed from the farm but thought he had until 31 May 2021 for that to happen.

[39] The fact Mr Crudis had cancelled the first stock truck Mr Lissington arranged means I prefer Mr Crudis' evidence because that is consistent with him changing his mind. The fact the stock truck arrived on 21 May 2021 and loaded the calves without Mr Crudis' knowledge was also indicative of the disregard WFL was showing to Mr Crudis at that stage, both as the owner of the calves and as the herd/farm manager.

[40] Mr Crudis was entitled to deal with the calves as he wished. If they remained on the farm beyond 31 May, WFL may have had other options but WFL was not free to act in a way that interfered with Mr Crudis' ownership rights.

Missing calves

[41] After those calves were sold, Mr and Mrs Crudis maintained there were a number of unaccounted for because the original list included 131 calves and only 112 had been sold. The Crudis' wrote to Mrs Wharrie on 25 May and 11 June 2021, raising the issue and asking Mrs Wharrie to follow up regarding the ear tag numbers (NAIT numbers), to resolve the location

of the missing calves. By the time of the investigation meeting Mr Crudis accepted up to four may have died but he was of the view approximately 13 calves were still unaccounted for.

[42] Mrs Wharrie did not take any steps from the time it was raised with her until the investigation meeting to address Mr Crudis' concerns about calves that were unaccounted for. As a result, at the investigation meeting the parties were still in dispute about the number missing calves. Mrs Wharrie's view remained that no calves were unaccounted for and up until the investigation meeting had refused to contact the Ministry of Primary Industries (MPI) so the matter could be resolved by reference to the NAIT numbers.

[43] Mrs Wharrie had no real explanation for why she refused to follow up. The fact they had been drafted into separate mobs is indicative that WFL knew Mr Crudis owned those 112 calves but in failing to follow up WFL chose to deal with the issue of any calves unaccounted for in a way that prevented the owner from asserting his rights.

[44] While it was submitted Mr Crudis was disadvantaged by WFL's actions in relation to the calves in four ways, I find WFL's failure to resolve Mr Crudis' allegation of a loss was the main way in which he was disadvantaged. Ownership was provided for in the employment agreement between the parties and given WFL dealt with the calves in a way that deprived Mr Crudis of the remainder of the calves, a fair and reasonable employer could have been expected to be active and constructive and engage in communications to account for the calves in a timely manner.

[45] However, when considering whether an employer's actions are justified, their actions are judged according to the circumstances at the time. This period was clearly a time of significant stress for Mrs Wharrie in preparing the farm for sale at short notice and in what appeared to be a set of difficult circumstances. While the circumstances at the time might have justified not engaging, continuing to not engage long after the farm was sold leads to a conclusion that the circumstances at the time were not a reason for refusal to engage.

Payment of spring overtime

[46] WFL submits extra pay for work completed in springtime was not included in the employment agreement and on this basis, it has fully discharged its obligations between Mr Crudis and WFL. Mr Crudis says he worked extra hours during the 2020 calving season that he has not been compensated for. His evidence was this was always "sorted by the owners at

the end of each season” but as Mr Wharrie had left the farm by January 2021, it was not addressed, and WFL declined to pay.

[47] Mr Crudis says he did an extra 25 hours a week during calving and mating which was approximately 12 weeks. His normal hours of work were between 6.30 am and 4.30 pm with breaks. During calving season from late July to October his hours could be from 4.30 am to midnight on any given day. Mrs Crudis said his hours actually doubled during calving season for about 12 weeks and pointed out this caused Mr Crudis’ salaried hourly rate to drop during that time to below the minimum wage. He was paid for 40 hours per week.

[48] There was partial acceptance by Mrs Wharrie of an informal arrangement to reward or compensate employees after calving season when she gave evidence about the bobby calves, she said at the end of calving WFL would gift two cull cows to the sharemilker as reward for extra hours worked during calving.

[49] Mr Crudis claims he worked 65 hours per week during calving. Noting the employment agreement provided for an annual salary of \$48,000.00 for a 40-hour week, to ensure compliance with minimum standards it is appropriate Mr Crudis receive payment for an additional 25 hours a week for 12 weeks at the minimum wage.

[50] At the applicable minimum wage rate of \$20 per hour, over 12 weeks Mr Crudis should have received a further \$6000.00 in wages.

Late payment of wages owing

[51] It is apparent Mrs Wharrie on behalf of WFL had concerns about how the employment agreement was put together and the amendments to it.

[52] While the outstanding sums (other than the calving/spring overtime hours), were eventually paid this was not until shortly before the investigation meeting and some 12-14 months after the amounts were due at the end of the employment relationship.

[53] It is evident that Mrs Wharrie did not accept WFL had an obligation to pay the claims referred to above and still does not accept any steps should be taken in relation to extra hours worked during calving or that he worked on the public holidays claimed for.

[54] On the other hand, Mrs Wharrie also said she had little knowledge of how the farm was run as Mr Wharrie had managed that and it was not until she became the sole director (and on one earlier occasion) that she became involved in the day to day running of the farm.

[55] The reality was the terms were set out in Mr Crudis' employment agreement. Mr Wharrie's motivation for varying the employment agreement was not relevant when Mrs Wharrie was dealing with Mr Crudis unless she wished to claim the clauses were fabricated. Although her evidence came close to that, I did not understand that to be her position at the investigation meeting. Mr Wharrie's signature and initialling of the amendments to the employment agreement made it unlikely that assertion could be taken any further.

Was Mr Crudis disadvantaged in his employment?

[56] Mr Crudis says the combination of being demoted, the way in which the Land Rover and the calves were dealt with including failure to actively engage with Mr Crudis about sale of the calves and account for the missing calves, and failure to pay monies due to him at the end of his employment have resulted in Mr Crudis being disadvantaged in his employment.

[57] In order for the Authority to find there has been a disadvantage to Mr Crudis it would need to be satisfied Mr Crudis' employment or any condition of this employment had been affected to his disadvantage by an unjustifiable action of WFL.

[58] It is clear Mrs Wharrie and Mr Slabbekoorn worked on the basis Mr Crudis was a farm hand when in fact his employment agreement specified he was either a herd manager or a farm manager. WFL has been unable to justify its actions in relation to treatment of Mr Crudis as a farm hand. It appears the non-acceptance of Mr Crudis and his role, despite the plain words in the employment agreement, led to additional failures to constructively engage with Mr Crudis regarding multiple issues that arose between them during the period the farm was being prepared for sale.

[59] This included paying monies due under the employment agreement, the dispute over ownership of the Land Rover, the way in which sale of the calves was approached (by instructing others to sell Mr Crudis' calves) and failing to account for the remainder of the calves.

[60] Cumulatively I find these actions by WFL represented either a breach of the employment agreement or in the case of dealings about the Land Rover, a breach of good faith by the employer who has an obligation under s 4 of the Act to be constructive and communicative. WFL has not been able to justify its actions in this regard and I find Mr Crudis was disadvantaged in his employment.

How many calves remain unaccounted for?

[61] The parties attended mediation after the investigation meeting for the purpose of resolving how many calves, if any, remained unaccounted for. They did not reach agreement but have confirmed their respective positions since mediation. WFL accepts two calves are unaccounted for and Mr Crudis says it is eight. Both parties provided their analysis of the NAIT records to show why they had reached their respective conclusions using excerpts from a spreadsheet of the NAIT numbers.

[62] Mr Wharrie's list created a starting point to identify calves belonging to Mr Crudis. 112 were sold at the Fielding livestock sale and Mr Crudis was paid for those. That leaves 19 unaccounted for. At the investigation meeting Mr Crudis said in his view there were 17. He now accepts at least four could have died. WFL says it will be more but for these purposes it is not able to be quantified with any certainty. That brings the total down to at least 13 calves unaccounted for.

[63] If I then look at the submissions from the parties' representatives, WFL accepts two calves of Mr Crudis were sold to other properties (54733364 and 54733350). WFL, according to its own spreadsheet, two were sold to the works on 27 March and 28 May 2021 (53662294 and 13263951). This brings the total to four for which Mr Crudis is owed money for.

[64] Mr Crudis' lawyer submits he is owed money for a further three because two were sold by WFL and then on sold to the works on 26 March 2022 by a third party and one was sold to the works (20693216).

[65] With regard to those final three calves, there is no record of the on sold calves in the spread sheet I was provided but that sale is recorded as being in 2022 and none of the records on WFL's spreadsheet record sales in 2022.

[66] The final calf Mr Crudis says was sold to the works (20693216), is recorded on WFL spreadsheet as “no movement” so I cannot be certain about that calf. It appears from the submissions from Mr Crudis’ lawyer that a significant number that are recorded as “no movement” are not being claimed for.

[67] Given the difficulty in quantifying the exact number of calves that remain unaccounted for, noting it is not possible to know how many have died, and the differences between the parties’ analysis, and mistakes in both, I conclude that four calves remain unaccounted for and WFL must pay Mr Crudis the value of those four calves calculated in accordance with the average amount received on 21 May 2021 for 112 calves sold at the Feilding livestock market.

Remedies

[68] Having established Mr Crudis was disadvantaged in his employment, he is entitled to an assessment of remedies and payment of money owed to him.

Compensation for hurt and humiliation and distress

[69] Mr Crudis’ evidence established that he felt shamed, confused and overwhelmed by the way he was treated in the last at least four months of his employment and seeks compensation for distress and humiliation caused by that. He was particularly embarrassed by the dispute about the Land Rover because Mrs Wharrie made what he considered assertions of theft and that dispute ended up having to be resolved by Police. Mrs Crudis confirmed his evidence that stress from how he was treated at work affected him physically and that he was not sleeping.

[70] Considering the distress experienced by Mr Crudis from Jan to May 2021 and October 2021 and the general range of awards in similar cases find some similar cases as appropriate award for compensation for disadvantage grievances under s 123(1)(c)(i) of the Act is \$20,000.00. This is the amount WFL must pay Mr Crudis.

Contributory conduct

[71] Under s 124 of the Act the Authority must consider whether any remedies awarded should be reduced due to the extent to which the actions of the worker contributed to the situation giving rise to the personal grievance.

[72] In this case one aspect of Mr Crudis conduct contributed to the situation. Mrs Wharrie says Mr Crudis refused to talk to her and that was in spite of a long history of support that she had given to Mr Crudis. Mrs Wharrie says Mr Crudis effectively waged a personal vendetta against her and has failed to understand that his employer was WFL and not Mrs Wharrie personally.

[73] However, while Mr Crudis admits he stopped communicating with Mrs Wharrie and the fact that this less than satisfactory, but I am satisfied this was not a one-sided issue particularly because I have found above that WFL acted on more than one occasion in ways that disregarded Mr Crudis' position on the farm and his ownership rights to calves and a vehicle. In those circumstances it would not be fair to ascribe responsibility for the communication breakdown to Mr Crudis.

Leave to join director

[74] Leave is reserved for Mr Crudis to make an application to join Mrs Wharrie as a person involved in breaches under s 142Y of the Act if WFL defaults on the payment of wages or money due in accordance with this determination. On receipt of such an application, WFL will be given 14 days in which to respond before a decision is made.

Orders

[75] Wharrie Farms Limited must pay Chris Crudis:

- (a) the sum of \$20,000.00 under s 123(1)(c)(i) of the Act as compensation for hurt, humiliation and distress;
- (b) payment for four calves in the sum of \$1,443.56;² and
- (c) minimum wage arrears in the amount of \$6000.00.

Costs

[76] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves. If they are not able to do so and an Authority determination of costs is needed, any party seeking costs may lodge, and then should serve, a memorandum on costs within 14 days of the date of issue of the written determination in this matter. From the date of service

² \$360.89 x 4 calves = \$1,443.56.

of that memorandum, the other party will then have 14 days to lodge any reply memorandum. Costs will not be considered outside this timetable unless prior leave to do so is sought and granted. The parties could expect the Authority to determine costs and ask to do so on its usual notional daily rate unless particular circumstances or factors required an upward or downward adjustment of that tariff.³

Sarah Kennedy-Martin
Member of the Employment Relations Authority