

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI  
TĀMAKI MAKAURAU ROHE**

[2022] NZERA 591  
3148721

BETWEEN FREDRICK NELSON  
Applicant

AND DYNACO LIMITED  
First Respondent

AND SCOTT STEVENS  
Second Respondent

Member of Authority: Nicola Craig

Representatives: Simon Davies-Colley, counsel for the applicant  
Sharon Greig, counsel for the first respondent  
Richard Mark, counsel for the second respondent

Investigation Meeting: 27 July 2022 in Kerikeri  
11 August 2022 by audio-visual link

Submissions received: 8 August 2022 and at the investigation meeting from the  
applicant, the first respondent and the second  
respondent

Date of determination: 11 November 2022

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**SECOND DETERMINATION OF THE AUTHORITY**

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- A. Dynaco Limited trading as Tyrepower (Tyrepower) and Scott Stevens breached the confidentiality and non-disparagement clauses in a settlement agreement between Tyrepower and Fredrick Nelson.**
- B. Tyrepower and Mr Stevens are to comply with the terms of the settlement agreement with Mr Nelson, effective immediately.**
- C. The representatives of Tyrepower and Mr Stevens are as soon as practicable to provide a copy of this determination to the witnesses brought to the investigation meeting.**

**D. No penalties are awarded.**

**E. Costs are reserved and a timetable set.**

### **What is the employment relationship problem?**

[1] Fredrick Nelson used to work as a tyre fitter at Tyrepower Kerikeri, a business operated by Dynaco Limited (referred to as Tyrepower). Scott Stevens is the manager of the Tyrepower Kerikeri branch.

[2] Mr Nelson and Tyrepower attended mediation and reached an agreement. Mr Stevens attended some of the mediation. Tyrepower, Mr Nelson and a mediator from the Ministry of Business, Innovation and Employment signed a settlement agreement.

[3] Six weeks later a heated incident occurred at Mr Nelson's new workplace, a car dealership, between Mr Nelson and Brad Crompton, the partner of another Tyrepower staff member. Mr Stevens was present at the time. Subsequently Mr Stevens and a sales representative from the dealership, Hermanus Mulder, talked in a carpark across from the road.

[4] As a result of those interactions Mr Nelson claims that Tyrepower and Mr Stevens have breached confidentiality and non-disparagement provisions in the settlement agreement.

### **What process did the Authority follow?**

[5] A first determination was issued preventing some material from mediation being given in evidence.<sup>1</sup>

[6] An investigation meeting was held on 27 July 2022. Written witness statements were received and oral evidence heard under oath from Mr Nelson, Mr Mulder, Tyrepower's owner Dean Denize, Mr Stevens, Mr Crompton and his partner Arnica Horsfall from Tyrepower.

[7] Given the existence of the settlement agreement where the parties attempted to resolve all the issues between themselves in a confidential manner, I have limited the material referred to in this determination to the extent feasible. Some elements from the circumstances of Mr Nelson's employment and departure from Tyrepower need to

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<sup>1</sup> *Fredrick Nelson v Dynaco Limited and Scott Stevens* [2022] NZERA 307.

be mentioned in relation to the statements alleged to amount to breaches of the settlement agreement.

[8] I have considered all the material provided by the parties. As permitted by s 174E of the Employment Relations Act 2000 this determination has not recorded everything received from the parties but has stated findings of fact and law, expressed conclusions and specified orders made as a result.

**What are the issues?**

[9] The issues for determination are:

- (a) Did Dynaco and/or Mr Stevens breach the confidentiality clause (clause 1) of the agreed terms of settlement contained in the record of settlement signed 6 May 2021 between Tyrepower and Mr Nelson?
- (b) Did Tyrepower and/or Mr Stevens breach the non-disparagement clause (clause 7) of the settlement agreement of settlement?
- (c) To the extent not covered by the claims above:
  - (i) can a claim be brought regarding an implied term of privacy in light of full and final settlement having been reached (clause 9 of the terms of settlement);
  - (ii) if so, is there an implied term of privacy in the employment agreement which survives termination of employment; and
  - (iii) if so, was it breached by Tyrepower?
- (d) Regarding (a), (b) and (c) above, is Tyrepower not responsible for Mr Stevens' actions if reasonable instructions were given regarding confidentiality, and/or Mr Stevens was not acting as Tyrepower's agent?
- (e) If a breach of the settlement agreement or of an implied term is established, should Tyrepower and/or Mr Stevens be penalised?

[10] Although not originally claimed, at the investigation meeting and in closing submissions for Mr Nelson mention was made the prospect of compliance orders against witnesses.

### **What is the background?**

[11] Mr Denize was not always at Tyrepower on a day to day basis as he also had another business. Mr Stevens had a supervisory role but had few or no human resource responsibilities, so did not see employment agreements nor discipline staff.

[12] Ms Horsfall had complained about Mr Nelson's behaviour to her. Mr Nelson had complaints about the way he was treated in the workplace by several people including Mr Stevens and Ms Horsfall.

### **What part of the mediation did Mr Stevens attend?**

[13] Mediation was held via Zoom on 5 May 2021. Mr Denize asked Mr Stevens to be there as Mr Denize was sometimes away from the Tyrepower premises.

[14] All agree that Mr Stevens was at part of the mediation but there was uncertainty about when he left or the details of what was said when he was there. I find it more likely than not that Mr Stevens attended the initial presentations by both parties' representatives and left after that. I was not satisfied that the witnesses, including Mr Nelson, established that Mr Stevens was present for any discussion of confidentiality or non-disparagement clauses. Mr Stevens was however likely present for the mention by Mr Nelson's representative of a monetary amount Mr Nelson could receive if his matter went to the Authority rather than settled in mediation.

[15] Mr Stevens was not privy to any of the later discussion about what the terms of the settlement should be. Nor to the drafting and signing of the settlement agreement.

[16] Both parties were concerned about confidentiality with ripples of issues having spread wider in the community. Tyrepower wanted to ensure the obligations wrapped around Mr Nelson's partner.

### **What did Tyrepower tell its staff after mediation?**

[17] Mr Denize did not show the settlement agreement to Mr Stevens. He did however, seek advice from Tyrepower's representative about what he was allowed to say to staff. Based on that advice, he talked to the staff at a regular toolbox meeting on 6 May 2021.

[18] Mr Denize told the staff that they were not to discuss Mr Nelson's employment or say anything negative about him to anyone but could say he had worked at Tyrepower and had resigned.

[19] This discussion was confirmed in a meeting note. The note records that staff could not "*say anything negative about Fred or his work*" and if anyone asked, Mr Nelson used to work here but no longer does. The staff members and Mr Denize signed the note. This included Ms Horsfall and Mr Stevens.

[20] Ms Horsfall told her partner that Mr Nelson had resigned from Tyrepower. Mr Crompton was already aware of her complaints to Tyrepower about Mr Nelson.

[21] Mr Denize did not have a sense of Mr Stevens being angry at Mr Nelson. Rather the staff were relieved that Mr Nelson's involvement with Tyrepower was behind them. Mr Denize reports having no lingering concern about Mr Stevens taking any action.

#### **What are the relevant settlement terms?**

[22] The confidentiality clause, clause one, includes a requirement that "the terms of settlement and all matters discussed in mediation" shall remain confidential to the parties, so far as the law allows.

[23] The non-disparagement clause, clause 7, requires that "neither party will speak disparagingly of the other". This is specified to include any communications through social media.

#### **What lead up to Mr Crompton's dealership visit?**

[24] Around 19 June 2021 Ms Horsfall became upset about social media posts by an extended family member of Mr Nelson, who she thought must have been told information by Mr Nelson. This appeared to be based her thinking '*how else would they know?*' The post was on the Tyrepower page.

[25] Ms Horsfall had a sense that she was frequently getting unpleasant posts about her although Mr Crompton's acceptance, that the latest post was more of a case of the straw that broke the camel's back, is likely more accurate.

[26] Ms Horsfall was upset and let her partner know. Mr Crompton wanted to do something to make the postings stop. Ms Horsfall also sent a screenshot of the message to Mr Denize.

[27] I note that Mr Nelson denies having any knowledge of or involvement in the social media posts and maintains that he had not had contact with the extended family member for a year so. There was no evidence of Mr Nelson making posts himself.

### **What happened at the dealership?**

[28] The dealership was large with indoor and outdoor areas. In mid to late afternoon Mr Crompton stopped at a carpark across from the dealership after seeing Mr Nelson's car nearby. He wanted to talk to Mr Nelson about the posts.

[29] Mr Stevens also parked in the carpark in a ute with Tyrepower branding. As he was checking online about what cars the dealership had, he noticed Mr Crompton getting out of his car and heading towards the dealership. Mr Stevens maintains he did not know why Mr Compton was there. I will discuss this further below.

[30] The two met just outside the building as they were going in. Mr Stevens asked what the other was doing here, with Mr Crompton replying that he was there to see Mr Nelson. Mr Stevens was not aware that Mr Nelson worked at the dealership, with him last being aware of Mr Nelson working in a different business. Mr Stevens appeared genuine in his expression of his wish not to be there once he discovered Mr Nelson worked there. However, he went inside.

[31] Mr Crompton stood in the shop, with Mr Stevens nearby. Mr Mulder came up.

[32] Mr Stevens recalls being surprised Mr Mulder opening the discussion saying "*who fuckface?*". Mr Crompton thought the reference was "*dickface*" but acknowledges that Mr Mulder's accent or lingo may not have assisted his understanding and Mr Crompton is hard of hearing at times. Mr Mulder denies using any such language. It is improbable that Mr Mulder as a sales representative would speak like that to unknown people who had arrived and asked to speak to someone.

[33] Mr Mulder went to find Mr Nelson, telling him that two guys were asking for him. Mr Nelson went and was shocked to see Mr Crompton and Mr Stevens there.

[34] Mr Crompton asked Mr Nelson if he would have a chat outside. Mr Nelson refused, asking what it was about. Meanwhile Mr Stevens was becoming anxious. Mr Crompton became annoyed at Mr Nelson's refusal, saying loudly "*what the fuck*". Mr Crompton now acknowledges using inappropriate language in that setting. Although not directly involved, Mr Mulder sensed aggression and was concerned that a fight might break out.

[35] Worrying about his new job, Mr Nelson turned and walked away. Mr Crompton shouted at him, along lines of "*you're a 40-year old man picking on a 22 year old girl*", referring to Ms Horsfall. Mr Stevens was not prepared for Mr Crompton yelling a comment like that in a shop with customers around.

[36] As he was departing Mr Nelson asked a manager to get rid of the two guys as there was swearing. A little while later she approached them, talking about a workplace as distinct from a personal time or subject.

[37] By this point Mr Stevens had lost interest in looking for a car. Mr Stevens told Mr Crompton "*he's not worth it, let's go*", referring to Mr Nelson. Mr Stevens hauled Mr Crompton out of the dealership.

### **Was Mr Stevens in on a plan?**

[38] Mr Stevens described his afternoon involving him taking a break from work and going out looking for a new car for himself. It was a coincidence that Mr Crompton was there at the same time. Mr Stevens did not know that his colleague Ms Horsfall had seen a social media post nor that Mr Nelson was working at the dealership.

[39] Mr Stevens later told Ms Horsfall that he was at the dealership looking for cars. An email was provided from another local car yard indicating that earlier that afternoon Mr Stevens had been in, looking to update his vehicle.

[40] I found Mr Steven's evidence in this regard to be credible. It is a relatively small town and the email supports Mr Stevens being on a vehicle hunt.

[41] Mr Nelson assumed that Mr Stevens and Mr Crompton had come into his workplace together in an alliance to confront Mr Nelson. I do not accept that. I conclude that Mr Stevens got caught up in a situation not of his own making. It was apparent from his evidence that Mr Stevens had some negative views about Mr Nelson,

including from being his supervisor, but the evidence does not establish that Mr Stevens had the motivation some six weeks after Mr Nelson finished to go looking for a confrontation. Mr Stevens did stay with Mr Crompton to try to prevent the latter from acting unwisely. This could be seen as being to Mr Nelson's advantage.

### **What happened outside?**

[42] Mr Crompton acknowledges Mr Stevens seemed a bit distressed by what had happened inside and Mr Stevens had tried to calm him down.

[43] Mr Crompton explained to Mr Stevens the view of he and his partner that Mr Nelson and his family had been hassling her via social media.

[44] A little later when Mr Nelson moved his car he saw Mr Crompton and Mr Stevens on the pavement by a shop nearby. Mr Crompton shouted at him to come over here. Mr Nelson went inside the dealership. Other staff suggested Mr Nelson leave early, before they went, as they were concerned about his safety. He got in his car and left. As he did, Mr Crompton yelled at Mr Nelson to come and talk, swore at him, calling him gutless.

[45] Possibly a little before this, Mr Mulder could see from his desk that Mr Crompton and Mr Stevens were waiting in separate cars outside. He decided to go outside. Mr Mulder says he wanted to talk to the two men so he could figure out what was going on and avoid any more aggressive situations in the showroom. He acknowledged to the Authority that he stuck his nose in where it did not belong.

[46] By the time Mr Mulder arrived outside Mr Nelson had already driven off. Mr Crompton was also driving off but returned when he saw Mr Mulder crossing to the carpark.

[47] Mr Stevens wound down his window and Mr Mulder put his hand on the window frame and leaned in the window. They were so close Mr Stevens felt he had to lean back over the ute's centre console. After a time Mr Mulder crouched or kneeled beside the car, leaning on it.

[48] Mr Stevens found Mr Mulder intimidating, describing him to the Authority as a giant. Mr Mulder is certainly an imposing figure, much taller than Mr Stevens. Mr

Stevens was anxious and wanted to get out of the situation but could not because Mr Mulder was leaning on his car.

[49] Mr Mulder started with a comment about the workplace not being the venue for whatever the issue was. Mr Mulder reports that from thereon in Mr Stevens did all the talking. By contrast Mr Steven's impression was that Mr Mulder was trying to dig the dirt on Mr Nelson and Mr Mulder did all the talking. There was no obvious reason for Mr Mulder to try to dig the dirt - he was not a manager, he barely knew Mr Nelson and they worked in different areas of the dealership.

[50] Mr Stevens acknowledges being more focused on having an imposing figure leaning on his car and into the window, than he was on what was said.

### **What was said in the carpark?**

[51] Mr Mulder made notes of the discussion shortly after it. Although he intervened in something which was not his business, there is little basis on which to prefer Mr Stevens' evidence over that of Mr Mulder. Mr Mulder had very little skin in the game, unlike Mr Stevens who held negative views about Mr Nelson.

[52] What Mr Mulder did and said made Mr Stevens nervous and I conclude that Mr Stevens said more than he may have intended. He made some negative comments about Mr Nelson.

[53] The statements Mr Mulder alleges were made, recognising that he may not have the words exactly accurate, and my findings on them, are as follows:

- (a) *They said they were from Tyrepower and had unresolved issues with Mr Nelson.*

There may well have been a reference to Tyrepower to explain the connection to Mr Nelson, although the company name was visible on the ute.

Mr Crompton did have unresolved issues with Mr Nelson and it is more likely than not that Mr Stevens indicated this when Mr Mulder asked what was going on.

- (b) *Mr Nelson was a thief, a liar and had stolen parts and accessories from Tyrepower.*

Mr Stevens accepts his personal view is that Mr Nelson was a thief and a liar, based on what someone outside Tyrepower had told Mr Stevens and what Mr Nelson had told him. Under questioning it became apparent that Mr Stevens's view was that he was not supposed to say anything about Mr Nelson's work situation but was free to express his own views about Mr Nelson, particularly as regards events outside work. I conclude that Mr Stevens expressed his view that Mr Nelson was a liar and a thief to Mr Mulder.

Mr Nelson had not been accused of stealing from Tyrepower, there was no investigation with a dishonesty element and so it seems unlikely that a reference was made to Mr Nelson stealing from Tyrepower. Mr Mulder may have made the connection to work, which was not indicated by Mr Stevens.

- (c) *He will work well through his 90-day trial period and then the problems will start. He's done it before many times. He did it with us as well as previous places he worked . It's a pattern with him. Just like us. It will end up with mediation and he will get a payout.*

Mr Nelson did not have a trial period with Tyrepower. He initially worked as a casual and was then offered permanent employment. Mr Stevens was not present for all of that period and did not find out until recently that Mr Nelson had not been on a trial period.

Ms Stevens does not accept he said anything about Mr Nelson's work, denies referring to mediation and likewise to a pay out, saying he did not know Mr Nelson had received a pay out.

It is more likely than not that Mr Stevens talked about a pattern of Mr Nelson's work starting well and then deteriorating, with him then taking the employer to mediation and receiving a pay out. There was no evidence that Mr Stevens knew what any payment was but I find that he jumped to the conclusion that there was one, having been to mediation, hearing that an exit was proposed, a sum of money being referred to by

Mr Nelson's representative and being told the next morning that Mr Nelson had left.

(d) *Mr Nelson had been harassing a 20 (or 22)-year old girl from work*

Mr Stevens accepts he repeated to Mr Mulder the comment Mr Crompton made inside.

(e) *Good luck*

Mr Stevens accepts that he said this but not in a sarcastic way.

### **What happened afterwards?**

[54] Mr Nelson's boss asked to meet with him and said Mr Nelson was putting the staff in danger by the men coming to the yard. The boss asked questions about what had been said during the incident. However, ultimately Mr Nelson was not subject to any disciplinary action. He did feel that he was walking on eggshells for a time. The situation brought his depression back and he got assistance with that. Mr Nelson is still with the dealership and in fact has been promoted.

[55] After Mr Nelson's representative raised his concern about the settlement agreement being breached, Mr Denize undertook some investigation, seeking written responses from Mr Stevens, Ms Horsfall and Mr Crompton.

### **What is the liability of an employer party and a non-party?**

[56] Compliance orders and penalties may be imposed on those other than parties who breach a settlement agreement.<sup>2</sup> However, what is required is the person knowing the fact that a settlement agreement has been achieved and the relevant terms of the agreement.<sup>3</sup> This can capture attendees at mediation.<sup>4</sup>

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<sup>2</sup> *Musa v Whanganui District Health Board* [2010] NZEmpC 120 and *CultureSafe NZ Limited v Turuki Healthcare Services Charitable Trust* [2020] NZEmpC 165.

<sup>3</sup> *Musa*, above at [57] and *Turuki*, above at [53].

<sup>4</sup> *Turuki*, above at [53].

### **Did Mr Stevens know about settlement and the confidentiality and non-disparagement provisions?**

[57] Although Mr Stevens was not told that a settlement agreement had been achieved, he was aware that the parties were attempting to resolve things between them by attending mediation. He had attended part of the mediation on 5 May 2022 and knew that a negotiated exit was proposed. Then the following morning at the tool box meeting he was informed that Mr Nelson had resigned and that there were restrictions on what could be said about him. These restrictions are not in the normal run of events when an employee resigns. Although, finely balanced I conclude that Mr Stevens was sufficiently aware of an agreement having been reached and that there were restrictions imposed on what could be said about Mr Nelson.

### **Was there a breach of confidentiality?**

[58] Mr Stevens indicated to Mr Mulder, even if just as part of a description of a pattern, that Mr Nelson had gone to mediation with Tyrepower and received a pay out. That was a breach of confidentiality clause that matters discussed in mediation shall remain confidential.

### **Was there disparagement?**

[59] To disparage is to bring into discredit, degrade or speak of critically. There is no need for the comment to be untruthful or fabricated.<sup>5</sup>

[60] Even if Mr Stevens' evidence was entirely accepted, he still disparaged Mr Nelson by indicating to Mr Crompton that Mr Nelson was not worth an intervention, and by indicating to Mr Mulder that Mr Nelson had been harassing a young work colleague. Although low level, the natural meaning of the closing "good luck" comment to Mr Mulder is also disparaging.

[61] For Mr Stevens it was accepted that if the statements alleged are found to be made by Mr Stevens, they were disparaging.

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<sup>5</sup> *Lumsden v Skycity Management Limited* [2017] NZEmpC 30 at 37] – [38].

[62] I have also found Mr Stevens to have said that Mr Nelson was a liar and a thief, along with having a pattern of working well at the start and then caused problems later. These are also disparaging of Mr Nelson.

### **Did Tyrepower breach the settlement agreement?**

[63] Mr Denize denies having disparaged Mr Nelson and says he has done his utmost to uphold the settlement agreement obligations. Tyrepower's employment agreement with Mr Stevens required him to follow reasonable directions. The company tried to distance itself from Mr Steven's actions, saying he was acting in his personal capacity. Instructions had been given and Mr Denize expected them to be followed.

[64] There is no evidence of a direct breach by Mr Denize. However, employers may be vicariously liable for are responsible for the acts of their employees. The historical approach of assessing whether the employee had been acting within the scope of, or during the course of, their employment, has been superseded. In its place is a test of whether the conduct was "closely connected" with the employment.<sup>6</sup>

[65] Submissions for Mr Nelson relied on the expression "sufficient connection" as used in the Supreme Court of Canada in *Bazley v Curry*.<sup>7</sup>

[66] I also take into account that where employers chose to bring employees into the mediation room they take on a risk of liability for that employee breaching confidentiality or other terms.

[67] Although this incident occurred outside of the workplace or Mr Stevens' usual conduct of his work duties I have concluded that there is a close enough connection to make Tyrepower responsible for his actions on 21 June 2021:

- (a) Mr Stevens, as Tyrepower's manager, was invited into the mediation by the company and heard the first session;
- (b) Mr Stevens' original mission that day to the dealership may have been a personal one but changed to work related one when he decided to stay near Mr Crompton, a Tyrepower staff member's partner, who was going to see a former Tyrepower employee;

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<sup>6</sup> *The Law of Torts in New Zealand*, Todd (ed), Vicarious Liability, 59.22.1.

<sup>7</sup> *Bazley v Curry* [1999] 2 SCR 534 at [37] per McLachlin J.

- (c) The discussion with Mr Mulder was largely focused on Mr Nelson's employment with Tyrepower;
- (d) Tyrepower's instructions to staff at the toolbox meeting to ensure staff did not talk, do not entirely prevent liability;<sup>8</sup> and
- (e) Given the previous animosities in the workplace and that Mr Nelson had complained about Mr Stevens, as well as other employees, Tyrepower could have done somewhat more to specifically tell Mr Stevens not to disparage Mr Nelson and not to mention anything from mediation.

[68] Tyrepower is vicariously liable for Mr Stevens' breaches of the settlement agreement. This is a joint liability with Ms Stevens.

[69] For the sake of completeness, I note that I do not find Tyrepower liable for the comments Mr Crompton made. He was not a Tyrepower employee and there was a lack of evidence that he was aware of staff having an obligation not to talk about Mr Nelson.

#### **Should compliance orders be imposed?**

[70] Having found that there were breaches of the settlement agreement I conclude that a compliance order should be issued to prevent recurrence.

[71] Tyrepower and Mr Stevens are to comply with the terms of the settlement agreement with Mr Nelson, effective immediately.

[72] Submissions for Mr Nelson suggested either a compliance order is made, or compliance encouraged in respect of other witnesses, particularly Ms Horsfall and Mr Crompton. However, at the time of the dealership incident they had much lower levels of knowledge of what had occurred to resolve the employment relationship problem. That is not the case now, having been witnesses in the Authority's investigation meeting. They should recognise the obligations taken on by Tyrepower.

[73] The representatives of the first and second respondents are as soon as practicable to provide a copy of this determination to Ms Horsfall and Mr Crompton.

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<sup>8</sup> See for example, *Kooragang Investments Pty Limited v Richardson & Wrench Limited* [1982] AC 462 (PC) at 475.

### **Should penalties be imposed?**

[74] I have carefully considered whether a penalty should be imposed on Mr Stevens. He was initially caught up in a situation in the dealership not of his own making. His comments about Mr Nelson not being worth it were in the context of trying to stop Mr Crompton from escalating his action against Mr Nelson further. The discussion outside with Mr Mulder could have been more within Mr Steven's control but occurred in the situation of feeling intimidated and anxious by Mr Mulder's size and actions.

[75] This was a one-off situation with no evidence of Mr Stevens being involved in other incidents. I conclude that no penalty should be imposed on Mr Stevens. Having imposed a compliance order, any repeat would not be looked upon so leniently.

[76] I also do not consider that Tyrepower should be penalised. Tyrepower took advice from its former representative about what it should tell staff and carried that out.

### **What about an implied term?**

[77] In the alternative for Mr Nelson it is argued that there is an implied term of privacy which survives the employment relationship and was breached. Having found that there were breaches of the settlement agreement, I make no finding under this head.

### **Costs**

[78] Costs are reserved. The parties are invited to resolve the matter. If they are unable to do so a party wishing to seek costs shall have 14 days from the date of this determination in which to file and serve a memorandum on the matter. Other parties shall have a further 14 days in which to file and serve a memorandum in reply.

[79] The parties could expect the Authority's assessment to consider the notional daily tariff for a one day investigation meeting which is \$4,500.

Nicola Craig

Member of the Employment Relations Authority