

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2022] NZERA 86
3152141

BETWEEN	LEILA MCLEOD Applicant
AND	TOKAANU-TURANGI RSA INCORPORATED Respondent

Member of Authority: Marija Urlich

Representatives: Adam Mapu, representative for the Applicant
David McLeod, representative for the Respondent

Investigation meeting: 11 March 2022 (by audio visual link)

Determination: 11 March 2022

CONSENT DETERMINATION OF THE AUTHORITY

[1] The parties advised at the outset of today's investigation meeting that they have resolved this matter on their own terms. At their request those terms are now, by consent and by this determination, also the orders of the Authority in this matter. The terms are as follows:

- (i) the orders contained in the Authority determinations [2021] NZERA 374 and [2021] NZERA 459 are set aside;
- (ii) to date the RSA has paid Ms McLeod \$2,876.79 gross (less tax);
- (iii) within 7 days of the date of this consent determination the RSA will pay \$10,447.03 gross to Ms McLeod, less tax, and will pay the tax portion to Inland Revenue Department;

- (iv) within 7 days of the date of this consent determination the RSA will pay Ms McLeod \$10,000 pursuant to s123(1)(c)(i) of the Employment Relations Act 2000;
- (v) the RSA will make a further payment of \$7,000 pursuant to s123(1)(c)(i) to Ms McLeod to be paid to her by way of weekly payments of \$166.66 the first payment to be made the week beginning 14 March and to continue every week thereafter until the total is paid;
- (vi) if the RSA fails to make one of these weekly payments, and through discussion this is not immediately rectified, the balance of the debt owed at the point of default will become an outstanding debt against the RSA and the balance will become payable in full immediately and interest to accrue from point of default until paid in full;
- (vii) upon receipt of an invoice, the RSA will make payment of \$9,250 + GST (total of \$10,637.50) within 7 days of receipt of invoice;
- (viii) in reaching this agreement the parties confirm that neither has agreed to forgo minimum entitlements (monies payable under the Minimum Wage Act 1983, or the Holidays Act 2003, as defined by the Employment Relations Act 2000); and
- (ix) Neither party will speak ill of the other, nor bring the reputation of the other into disrepute or damage the business opportunities or career prospects of the other party, for the avoidance of doubt this includes but is not limited to statements or comments made verbally, in writing, or posted to any form of social media.

Marija Ulrich
Member of the Employment Relations Authority