

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

**I TE RATONGA AHUMANA TAIMAHI
TE WHANGANUI A TARA ROHE**

[2026] NZERA 281
3396644

BETWEEN	SANDREA WALKER Applicant
AND	TE RŪNANGA NUI O NGĀ KURA KAUPAPA MĀORI O AOTEAROA MANA TŌPŪ INCORPORATED Respondent

Member of Authority:	Sarah Kennedy-Martin
Representatives:	Sandrea Walker in person Renika Siciliano for the Respondent
Investigation Meeting:	19 March 2026 in Auckland and by AVL
Submissions received:	2 April 2026 from the Applicant 20 April 2026 from the Respondent
Determination:	6 May 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Sandra Walker was employed by Te Rūnanga Nui o Ngā Kura Kaupapa Māori o Aotearoa Mana Tōpū Incorporated (TRN) from 1995 until her resignation in February 2025. An employment relationship problem arose between the parties. They attended mediation and entered into a record of settlement (“the settlement agreement”) under s 149 of the Employment Relations Act 2000 (“the Act”).

[2] Before her resignation Ms Walker was employed by TRN as co-manager of TRN’s school support service, Te Tari Tautoko Whānau. Her role was to implement support programmes for tumuaki (principals), pouako (teachers) and whānau (school

governors). Her particular focus was supporting kura with personnel management issues and dispute resolution within a kaupapa Māori environment.

[3] Fleur Wainohu was a tumuaki (principal) involved in engaging Ms Walker to provide services to Te Kura Kaupapa Māori o Te Wānanga a Whare Tapere after Ms Walker resigned from TRN. Ms Walker says Rawiri Wright, Co-Chairperson, TRN, breached the terms of settlement between TRN and Ms Walker by telephoning Ms Wainohu on 10 July 2025 and entering into discussion about Ms Walker. The discussion did not go very far because Ms Wainohu declined to engage in conversation about Ms Walker.

[4] Nonetheless Ms Walker says this was a breach of clauses 11, 12 and 13 of the settlement agreement. Those clauses provided that the parties would not speak ill of each other, that the matters between them were confidential and that a letter of service could be provided and be followed up with a verbal reference that would “positively support” the letter of service.

[5] The following clauses are relevant:

1. This Record of Settlement records the agreements reached between Sandy and Te Rūnanga following recent disagreements and concerns raised regarding the employment relationship between the Parties. Both parties have reached a resolution that acknowledges Sandy’s long service and contribution to Te Rūnanga and upholds the mana of the Parties. These terms of settlement, and the matters leading to the settlement, will remain confidential to the parties so far as the law allows.
2. The Parties accept that confidentiality is an essential term of this agreement.
...
11. Te Rūnanga acknowledges the impact this has had on Sandy and will provide a letter of apology (in the form attached to this agreement) within five days of this agreement. A verbal acknowledgement of this will be provided on behalf of Te Rūnanga at Sandy’s farewell (in the form attached to this agreement). In line with clause 2 above, no further comment will be made or discussion will be entered into by Te Rūnanga or its board members.
12. Te Rūnanga will provide Sandy with a letter of service within five days of this agreement (in the form attached this agreement) so that Sandy may contract with third parties in future regarding Kura Kaupapa Māori and related matters. This letter will be signed by Merita Waitoa-Paki (Māngai o te Rūnanga Whāiti). Mereta will positively support the letter with a verbal reference, if required.

13. The parties agree that neither will speak ill of the other whether verbally or in any medium including social media.

[6] Ms Walker seeks a declaration that TRN breached clauses 11,12 and 13 of the settlement agreement and in her submissions she indicated she was seeking monetary compensation for the losses suffered as a result of the breaches. This was submitted to be the loss of contracted work after Mr Wright spoke to Ms Wainohu, her ongoing ability to secure work and for humiliation and distress caused by Mr Wright's conduct that was alleged to be in breach of the s 149 settlement agreement between the parties.

[7] TRN denies the conversation Mr Wright entered into with Ms Wainohu was in breach of any of the terms of settlement between the parties. It says no confidential information was disclosed and because the conversation did not develop the comments made by Mr Wright were preliminary. It denies Mr Wright made any comments about Ms Walker that could be described as speaking ill of her.

[8] TRN says in relation to the remedies sought by Ms Walker, other than the declaration the Authority does not have jurisdiction to award those remedies. It notes Ms Walker listed different remedies in the statement of problem, including an apology which the Authority is not able to order.

The Authority's investigation

[9] Written witness statements were lodged from Ms Walker, Arapine Walker, who is Ms Walker's sister and also a Māngai Motuhake/Life Member of TRN, Ms Wainohu and Terry Smith, who is Ms Walker's brother in law. For TRN statements were lodged from Hohepa Campbell, Kaitakawaenga/Chief Executive, Rawiri Wright, Co-Chairperson, Lucy Te Moana, Māngai-ā-rohe for Tāmaki Makaurau at TRN, and Merita Waitoa-Paki, Māngai o Te Rūnunga Whāiti/representative of the TRN Executive Council. A summons was issued for Ms Wainohu to attend and give oral evidence by AVL. All other witnesses attended and gave in-person evidence. All witnesses gave evidence under oath or affirmation.

[10] As permitted by s 174E of the Act, this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

The telephone conversation on 10 July 2025

[11] Ms Wainohu says Mr Wright telephoned her on 10 July 2025 at 9.47 am and recorded her recollection of the conversation in her written statement as follows:

RW began the conversation by telling me that Renee (Wright) did not know he was calling me. He went on to say that he had heard Sandy Walker was assisting our kura with a raru nui, and he asked whether Sandy had told me why she no longer worked for TRN. RW then said he had something to disclose to me regarding that matter.

My immediate response to him was, “Kao, kao – I don’t want to know”

...

As much as I respect and care for RW, I was not in a position to hear anything negative, given the challenges I was already dealing with. I therefore responded to him by explaining that:

- Our kura board already knew Sandy,
- She had existing past interactions with them
- They trusted her advice
- In their view, she was the best person to support them with the current issues, and
- Sandy had been clear she no longer worked for TRN, so the Chair engaged her as an independent adviser.

RW listened to my explanation and replied, “Kei te pai”. Nothing further was raised or discussed.

[12] Ms Wainohu was summonsed to give evidence and her oral evidence was consistent with her written statement. Ms Wainohu had also been asked by TRN to provide a statement when it investigated a complaint from Ms Walker shortly after the conversation took place. All Ms Wainohu’s statements about her recollection of the conversation are consistent.

[13] Mr Wright is the Co-Chairperson of TRN and has held that position since 2021. He accepts he telephoned Ms Wainohu on 10 July 2025 and that the first part of the conversation was about Ms Walker who was known to both of them. They went on to talk for approximately 30 minutes about other topics.

[14] Mr Wright agrees he referred to his wife Renee Wright at the start of the conversation with Ms Wainohu. In his oral evidence he recalled that he said to Ms Wainohu “if Renee had known she would have told me not to” or words to that effect. By way of explanation after questions about this during the investigation meeting he explained that his wife would have told him not to get involved had she known he was going to speak to Ms Wainohu about Ms Walker. He agrees at the start of the phone

conversation he asked whether Ms Walker had explained why she was no longer working with TRN. He also agrees Ms Wainohu immediately responded making it clear she did not want to know any further details.

[15] Mr Wright's account is broadly consistent with Ms Wainohu's recollection of the conversation other than he strongly denied using the word "disclose" when offering to provide further details. He said the word "disclose" has a specific meaning and it is not a word he would ordinarily use. Mr Wright did agree he made it clear he could share more information with Ms Wainohu if she wanted him to. Ms Wainohu however did not want to hear any further information about Ms Walker so Mr Wright did not go on to say anything further about Ms Walker.

[16] Mr Wright says he was not involved in the discussions with Ms Walker before she resigned and had no knowledge of the terms of the settlement agreement between the parties beyond a general understanding by virtue of his role as Co-Chairperson of TRN.

The settlement agreement was binding and enforceable

[17] Certification by a Ministry of Business, Innovation and Employment (MBIE) mediator confirms the parties understand the settlement agreement is final, binding and enforceable by the parties, that the terms may not be cancelled except under ss 36 to 40 of the Contract and Commercial Law Act 2017 and that except for enforcement purposes, no party may seek to bring those terms before the Authority or the court.

[18] On 11 February 2025, an MBIE mediator had certified their settlement agreement under s 149 of the Act meaning the agreement was binding on the parties and enforceable by one against the other.

Mr Wright breached the settlement agreement

Clause 12 provides context to the settlement agreement

[19] Clause 12 had a number of aspects to it. TRN was to provide a letter of service so Ms Walker could contract with third parties in the future. It was specified who would sign the letter of service and give a verbal reference, if one was requested, that would "positively support the letter".

[20] TRN provided the letter of service and no verbal reference was sought so there has been no breach of cl 12 but the fact cl 12 anticipated Ms Walker would be supported by TRN to contract with third parties is relevant to the settlement agreement as a whole when considering Mr Wright's conversation with Ms Wainohu was in the context of her first contract after her employment ended with TRN.

[21] The services Ms Walker was contracted to provide were the same services she had provided during her employment at TRN. Clause 12 was explicit in that it was intended by TRN that Ms Walker would be permitted to contract in this way with third parties regarding Kura Kaupapa Māori and related matters. The letter of service was to facilitate this because it was recorded to be specifically for the purpose of Ms Walker being able to contract with third parties.

[22] The requirement that a verbal reference could be provided that would "positively support the letter" was further evidence of the parties' intention and agreement Ms Walker would be supported by TRN to continue doing the work she had previously carried out for TRN but as a contractor. In those circumstances there could be no question from TRN or its Board about whether it was appropriate for Ms Walker to provide services as a contractor to Ms Wainohu's kura.

Clause 13 was breached

[23] Clause 13 contains a provision that neither party was permitted to speak ill of the other whether verbal or in any medium including social media. This is in effect a non-disparagement clause. The conversation was shut down by Ms Wainohu so no negative or disparaging words were used but the inference was that there was further information the third party Ms Walker was contracting to should know.

[24] The first point is that cl 12 anticipated Ms Walker could contract with Kura Kaupapa to provide the same services she had provided at TRN. The settlement agreement also provided agreement in cl 11 that no comment or discussion would be entered into by TRN or its board members over and above the written apology.

[25] Ms Wainohu's sense of Mr Wright's approach to her was that it was something negative he wanted to tell her. She said from her experience conversations that start

with “did they tell you? Well, here’s what you need to know” rarely lead to a positive or constructive place. She said she was not in a position to hear anything negative given the challenges she was already dealing with which is why she responded the way she did. Ms Wainohu did not want to be drawn into the middle of this dispute but despite this gave careful evidence. I accept her evidence as to her recollection of the conversation.

[26] Clause 13 was not framed with reference to disparaging comments but rather it provided the parties were not to speak ill of each other. There is an inescapable inference that what he had to say was negative and by suggesting he had negative information to share is sufficient to find a breach of a clause that prevents either party from speaking ill of the other. This is particularly so in the context of the whole agreement where there was express agreement Ms Walker would be supported by TRN to continue to work with kura but as a contractor.

[27] In the context of the settlement agreement between the parties Mr Wright’s question to Ms Wainohu about Ms Walker followed by conveying he had something to tell Ms Wainohu is enough to breach cl 13 because the inference was that it was negative information. Speaking ill of each other was prohibited by cl 13.

Clause 11 was breached

[28] Clause 11 contains an acknowledgement of the impact on Ms Walker and that TRN was to provide a letter of apology with a verbal acknowledgement of the apology that was to have been given at Ms Walker’s farewell. There is no breach in relation to those aspects of cl 11 because the apology letter was provided and Ms Walker agreed to forgo the verbal acknowledgement because no farewell took place at Ms Walker’s request.

[29] The last sentence of clause 11 is problematic for Mr Wright. It provides that in accordance with clause 2 (the confidentiality clause), that “no further comment will be made or discussion will be entered into by TRN or its board members.” Clause 2 recorded simply that confidentiality was an “essential term” of their agreement.

Clause 11 placed on obligation on TRN and its board members not to enter into any discussions about Ms Walker or engage in any discussion over and above what was in the apology attached to the settlement agreement.

[30] For completeness, having reviewed the apology, Mr Wright's conversation with Ms Wainohu, did go over and above the apology that was attached to the settlement agreement. The apology makes it clear the position was that there had been no wrongdoing by Ms Walker and that although TRN had set out to deal with the matters that arose in a fair and mana enhancing process, it was acknowledged that ultimately had not been achieved. The apology was offered in relation to that.

[31] Mr Wright accepted he asked Ms Wainohu if Ms Walker had explained why she no longer worked for TRN. That is plainly engaging in matters that are over and above what was in the apology and connected with the reasons why Ms Walker had resigned.

[32] A breach of cl 11 does not require comments or discussion to be negative or disparaging in order for there to be a breach. The plain words of the clause prevent any comment or discussion by TRN about the matters the apology related to. Attempting or offering to enter into a conversation with Ms Wainohu about Ms Walker is both a comment and a discussion about Ms Walker that is over and above the apology. Even if it was accepted Mr Wright did not use the word "disclose" what he accepts he said during the phone call on 10 July 2025 was sufficient to breach cl 11.

Should a compliance order be made?

[33] A compliance order may be made when any person has not observed or complied with any terms of settlement or a decision that is a breach of s 149 (3) and s 151 provides it may be enforced by compliance order.¹ Compliance can be ordered by the Authority of its own motion or on application of a party to a matter.²

[34] I have found there has been a breach of the agreed terms between the parties and under s 149(3) of the Act those terms are final, binding and enforceable. I am satisfied a compliance order is necessary to ensure that neither party speak ill of the other, confidentiality is maintained and the terms of the agreement providing for no comment or discussion about Ms Walker by TRN or its board members is complied with.

¹ Employment Relations Act 2000, s 137(1)(a)(iii).

² Above n1, s 138 (1).

[35] While the parties agreed their terms of settlement were to be confidential, the clauses set out above had to be disclosed for the purposes of this determination. The balance of the settlement agreement and the apology remain confidential between the parties.

No other remedies

[36] Compensation is not a remedy provided for in the Act for breaches of settlement agreements. Penalties can be awarded but they are not compensatory in nature and are generally paid to the Crown rather than to an individual although on application a portion of a penalty may be awarded to an applicant.

[37] Ms Walker did not seek a penalty. TRN is correct that the Authority cannot make orders in relation to apologies.

Orders

[38] Te Rūnanga Nui o Ngā Kura Kaupapa Māori o Aotearoa Mana Tōpū Incorporated is ordered to comply from the date of the determination with the terms of the s 149 settlement agreement with Sandra Walker.

Costs

[39] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves.

[40] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Ms Walker may lodge, and then should serve, a memorandum on costs within 28 days of the date of issue of this determination. From the date of service of that memorandum Te Rūnanga Nui o Ngā Kura Kaupapa Māori o Aotearoa Mana Tōpū Incorporated will then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted.

[41] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual “daily tariff” basis unless circumstances or factors, require an adjustment upwards or downwards.³

Sarah Kennedy-Martin
Member of the Employment Relations Authority

³ www.era.govt.nz/determinations/awarding-costs-remedies