

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

[2014] NZERA Christchurch 178  
5523722

BETWEEN

DIANE BRAMAO  
Applicant

AND

GREEN CABS LIMITED  
Respondent

Member of Authority: Christine Hickey

Representatives: Diane Bramao, applicant in person  
Toni Shuker, on behalf of the respondent

Determination: 7 November 2014

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**CONSENT DETERMINATION OF THE AUTHORITY**

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[1] In the course of two telephone directions conferences and subsequent direct negotiations the parties have reached agreement as to how Ms Bramao's employment relationship problem is to be resolved. They have asked the Authority to record their settlement as a consent determination.

[2] Ms Bramao applied for a compliance order to ensure that the terms of a settlement agreement between the parties dated 11 September 2013 were fully complied with. Ms Bramao also wishes the \$71.56 she has paid to lodge this matter with the Employment Relations Authority be reimbursed by the respondent.

[3] Under s137 of the Employment Relations Act 2000 (the Act) the Authority has the power to order compliance with any terms of settlement that s151 of the Act provides may be enforced by compliance order. Section 151 of the Act relates to any agreed terms of settlement that are enforceable by the parties under s149(3) of the Act. The terms of settlement agreed by Ms Bramao and Green Cabs Limited are enforceable under s149(3), having been signed by an employment mediator. Therefore, the Authority has the power to order compliance with the terms of settlement.

[4] Green Cabs Limited says that it misunderstood the true meaning of clause 4 of the agreed settlement in which it agreed that it would pay Ms Bramao *outstanding holiday pay amounting to \$8,690 nett*. Green Cabs Limited has short-paid this amount by \$2,397.73. Instead Green Cabs Limited says that it paid \$2,397.73 to the IRD as it understood that to be the amount of PAYE tax due on the holiday pay that was due to Ms Bramao. However, clause 4 is very clear that Green Cabs Limited agreed to pay Ms Bramao the amount of *\$8,690 nett*. According to the New Zealand Oxford Dictionary *nett* means “free from deductions; to be paid in full; not reducible”. Therefore, the full amount set out in clause 4 should have been paid to Ms Bramao by the agreed date in February 2014. To comply with the settlement agreement Green Cabs Limited must pay Ms Bramao the outstanding amount.

[5] The parties have agreed on how that amount will be paid. Green Cabs Limited will pay Diane Bramao the sum of \$2,397.73 pursuant to s137 and s149(3) of the Act and in addition will reimburse Ms Bramao \$71.56 for the cost of her application to the Authority. The sums will be paid in full, within 28 days, by direct credit to Diane Bramao’s bank account by:

- One payment of \$600 on Thursday, 6 November 2014, and
- One payment of \$600 on or by Thursday, 13 November 2014, and
- One payment of \$600 on or by Thursday, 20 November 2014, and
- One payment of \$597.73 on or by Thursday, 27 November 2014, and
- One payment of \$71.56 on or by Thursday, 4 December 2014

[6] Ms Bramao has signalled that any failure to pay the above amounts as set out in this determination may result in a further application to the Authority for penalties for failing to comply with this determination.

[7] This determination is enforceable under s137(1)(b) of the Employment Relations Act 2000.