

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 43
3398864

BETWEEN BRIGHTWATER ENGINEERING
RESOURCES LIMITED
Applicant

AND JADE VALENTINE
Respondent

Member of Authority: David G Beck

Representatives: Russell Drake, advocate for the Applicant
Respondent, self-represented

Investigation Meeting: On the papers

Submissions Received: 19 January 2026 from the Applicant
20 January 2026 from the Respondent

Date of Determination: 27 January 2026

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Jade Valentine was briefly employed as an industrial electrician by Brightwater Engineering Resources Limited (Brightwater) from 20 January 2025, until he voluntarily resigned on 14 May 2025. At the time of appointment, Mr Valentine relocated from Invercargill and was given a \$10,000 nett “sign on payment”.

[2] Brightwater says that prior to commencing employment, Mr Valentine signed an individual employment agreement on 19 December 2024 and a separate document, headed: “Trades Sign On Payment” that contained a term that should he resign within 24 months of his start date he was obliged to pay back the \$10,000 advanced.

[3] Mr Valentine does not dispute the debt owed to Brightwater but has to date, in addition to forgoing outstanding holiday pay (\$1,168.00), made only three equal payments of \$100 the last being made on 4 December 2025.

[4] Brightwater seeks repayment of the \$8,532.00 debt remainder owed, interest and their legal costs of pursuing the debt.

The Authority's investigation

[5] Pursuant to s 174E of the Employment Relations Act 2000 ("the Act"), I make findings of fact and law and outline conclusions to resolve the disputed issues and make orders, but I do not record all evidence. I have considered the submissions received and refer to them where appropriate and relevant.

Issues

[6] The Authority must determine the following issues to resolve the employment relationship problem:

- (a) The nature of the sign on payment and whether the obligations it created are enforceable.
- (b) Is Mr Valentine obliged to repay the sign on payment and if so, in what manner?
- (c) How costs are to be dealt with.

The payment and its context

[7] At the time of his engagement with Brightwater, Mr Valentine was offered assistance with his relocation costs (from Invercargill to the Tasman district) or a conditional \$10,000 "one off sign on payment". Mr Valentine chose the latter and prior to commencing employment on 20 January 2025 he signed an individual employment agreement and a separate document on 19 December 2024 that is headed "Trades Sign on Payment: AGREEMENT. Mr Valentine did not dispute any of the circumstances surrounding the agreement that was signed first by Brightwater's CEO on 10 December. The Authority was

provided with no evidence to suggest that Mr Valentine had insufficient time to seek independent advice on the content of the agreement. The content read as follows:

Brightwater Engineering Resources Ltd agree to pay you a sign on payment of \$10,000 nett of PAYE. This payment is made on the understanding that you remain in the employment of Brightwater Engineering Resources Ltd for a minimum period of 24 months from your start date.

The payment will be made in the first payroll period post your start date.

Termination of Employment

If the employee leaves our employment for any reason within the first 24 months of the start date, the repayment terms are as follows:

- The employee agrees to repay to Brightwater Engineering the sum of \$10,000.00 nett if they leave within a 24 month period.
- The employee agrees to repay to Brightwater Engineering the sum of \$5,000.00 nett if they leave within a 12 to 24 month period.

[8] Mr Valentine resigned from Brightwater's employ on 14 May 2025. The following day, Brightwater provided Mr Valentine with a letter accepting the resignation and setting out the Trades Sign on Payment terms, proposing that he agree to allow Brightwater to deduct the balance of any holiday pay owed and that he then make full repayment of the remainder of the \$10,000 balance, by 30 May (the last day of employment). Brightwater also suggested if Mr Valentine had any alternative options, he wished to advance he should do so by 19 May. Brightwater advised Mr Valentine of his right to seek advice on their proposal.

[9] On 22 May, Mr Valentine affirmed by a signed agreement that Brightwater could deduct his outstanding holiday pay from the \$10,000 owed. On the same day, he also signed a "Staff Debtor-Debt Acknowledgement" form affirming he would settle the \$10,000 "on or before my final day of employment" but should he not be in a position to do so, he would "be contactable and available to assist with establishing a repayment that is agreed by both parties, after I have ceased my employment".

[10] In the event, the debt was reduced to \$8,832.00 after Mr Valetnine's outstanding leave value was deducted and on 29 May by a letter from Brightwater's CEO a further two weeks (by 13 June), was provided to settle the outstanding amount. In addition, Brightwater

signalled an intention to charge interest at 7.38% on any debt unpaid after 13 June. This was not a provision of the agreement.

[11] On 17 July 2025, Mr Valentine emailed Brightwater to indicate he had five more weeks of a benefit stand down to go and then he would “arrange payments”. However, Mr Valentine did not put in place any further payments and on 11 November 2025, Brightwater made an application to the Authority seeking recovery. In response, Mr Valentine made three equal \$100 payments to Brightwater on 13 November, 20 November and 4 December but no further payments have been made.

[12] In a submission of 20 January 2026, Mr Valentine, who says he has relocated to Australia but is still unemployed and impecunious, offered to make payments of \$100 per week until the debt was cleared.

Nature of payment and enforceability

[13] While the payment is not a ‘bond’ in the sense that no training or consideration was provided, beyond the offer of employment, the terms of the payment are clear and easily understood and form part of the terms of employment Mr Valentine agreed to. The payment, although imprecisely described, is conditional remuneration. Essentially it is an advance retention payment. Mr Valentine’s submission does not dispute this premise, and he is not contesting the payment’s legality or the obligation to repay.

[14] Under s 137 of the Act the Authority has the power to order compliance where a party has not “observed or complied with” the provision of an employment agreement.¹

Finding

[15] I find Mr Valentine did not comply with the terms of his employment agreement with Brightwater and must proceed to repay the outstanding debt owed to Brightwater of \$8,532.00.

[16] In the circumstances, I decline to order interest on the debt owed.

¹ Employment Relations Act 2000, ss 137(1)(a)(ii) and 137(2).

Orders

[17] Pursuant to ss137(2) and 132(3) of the Employment Relations Act 2000 the Authority orders:

- (a) That Jade Valentine pays Brightwater Engineering Resources Limited the sum of \$8,532.000; and
- (b) that the above order be fulfilled by Mr Valentine making payments of \$100 per week with effective from 14 days following this determination being issued and thereafter until the debt is discharged.

Costs

[18] Exercising the discretion the Authority has under section 15 of Schedule 2, of the Employment Relations Act 2000 I make a costs order in favour of Brightwater Engineering Resources Limited. A starting point is that costs normally follow the event and as Brightwater was successful in obtaining a compliance order an award of costs is appropriate.

[19] Given the matter was dealt with on the papers and the financial position of Mr Valentine must be considered, I set that cost contribution at \$500.00 inclusive of GST and order that Mr Valentine also pay Brightwater the Authority application fee.

[20] Accordingly, I order that Jade Valentine pays Brightwater Engineering Resources Limited a costs contribution of \$500.00 and the Authority filing fee of \$71.55 within 28 days of this determination being issued.

David G Beck
Member of the Employment Relations Authority