

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

[2012] NZERA Wellington 77
5383690

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| BETWEEN | FARMERS TRANSPORT LIMITED Applicant |
| AND | ROBIN JOSEPH HISLOP First Respondent |
| A N D | CENTRAL TRANSPORT LIMITED Second Respondent |

Member of Authority: P R Stapp

Representatives: G J Cain, Counsel for the Applicant
S S Cook, Counsel for the Respondents

Investigation Meeting: On the papers

Determination: 12 July 2012

CONSENT DETERMINATION OF THE AUTHORITY

[1] The parties have advised by memoranda that they have successfully resolved all matters between themselves and requested the terms and conditions of settlement to be incorporated into consent orders of the Authority.

[2] The parties, through their representatives, have submitted a memorandum of settlement for consent (Dated 4 July 2012). The memorandum reads as follows:

1. *A substantive hearing of this matter is due to be heard on 19 and 20 July 2012. The parties have reached agreement in respect of the disputes between them and wish for this agreement to be recorded by way of an order of the Authority.*
2. *Accordingly, the parties respectively request that the following orders be made by consent:*
 - (a) *The interim orders made by the Authority on 18 June 2012 in [2012] NZERA Wellington 67 will remain in*

*force until 10 September 2012 (“**Determination**”), immediately following which they will lapse and will be of no effect;*

- (b) The first respondent (“**Mr Hislop**”) will comply with the Variation to Employment Contract dated 2 February 2006 (“**Variation**”) between the applicant (“**Farmers Transport**”) and Mr Hislop, in particular, clauses (1)(i), (2)(i) and (ii), and (3)(i) and (ii). For the avoidance of doubt, such compliance will not require Mr Hislop to stop working for the second respondent (“**Central Transport**”), which was confirmed in the Determination. Mr Hislop’s obligations under the Variation will come to an end on 10 September 2012 and from that date the Variation will be of no effect;*
- (c) Without limitation in time, Mr Hislop will neither use nor divulge to any third party any confidential information belonging to Farmers Transport;*
- (d) The investigation meeting set down for 19 and 20 July 2012 is vacated;*
- (e) These proceedings are withdrawn with no order as to costs;*
- (f) The parties will bear all their own costs related to or incidental to these proceedings; and*
- (g) The terms above fully and finally settle all matters arising out of or related to Mr Hislop’s employment with Farmers Transport and Farmers Transport’s claim against Central Transport, including these proceedings and all claims made by any of the parties therein for damages, compensation, penalties and/or costs. For the avoidance of doubt, the above terms will not act as a bar to Farmers Transport taking action against Mr Hislop and/or Central Transport in the event of a breach of this order including (but not limited to) taking proceedings against either or both for contempt.*

[3] By consent, the above terms set out in the memorandum of counsel dated 4 July 2012 are orders of the Authority in this matter.

[4] The Authority’s investigation meeting scheduled for 19 and 20 July 2012 is no longer required and in accordance with the agreed terms for consent, the dates have been vacated.

