

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

[2016] NZERA Auckland 191
5580586

BETWEEN GARRY JOHN MAIDEN
 Applicant

A N D TIMBERTANK ENTERPRISES
 LIMITED
 Respondent

Member of Authority: Rachel Larmer

Representatives: Mark Nutsford, Advocate for Applicant
 Justin Jordan, Managing Director of Respondent

Investigation Meeting: On the papers

Record of Determination: 13 June 2016

**DETERMINATION OF
THE EMPLOYMENT RELATIONS AUTHORITY**

Employment relationship problem

[1] Further to paragraph [45] of the Authority's substantive determination dated 19 May 2016¹, I now fix the amount of lost remuneration Mr Maiden was awarded and the amount of unpaid Holidays Act 2003 entitlements Timbertanks Enterprises Limited (Timbertank's) is to pay him.

- [2] Timbertanks is ordered to pay Mr Maiden:
- a. lost remuneration of \$8,950.14 under s.128(3) of the Employment Relations Act 2000 (the Act); and
 - b. Arrears of Holiday Act 2003 entitlements of \$1,350.

¹ [2016] NZERA Auckland 150.

[3] This brings the total amount awarded to Mr Maiden to \$21,121.70, being the total of the various amounts Timbertanks was ordered to pay him as per paragraph [45] of the Authority's substantive determination.

[4] In the substantive determination Timbertanks was ordered to pay Mr Maiden the amount he had been awarded within 28 days of the date of the substantive determination.

[5] The parties wish to vary that timeframe so have asked the Authority to issue new orders allowing Timbertank to pay the amounts it owes Mr Maiden by agreed instalments and in the event of default of that instalment arrangement then immediately in full.

[6] Accordingly, the Authority varies the 28 day timeframe originally set in paragraph [45] of its substantive determination.² Instead of that Timbertanks is now ordered to pay Mr Maiden the \$21,121.70 he is owed by way of the following specified amounts of the following specified dates:

- a. \$3,000 on 28 June 2016;
- b. \$3,000 on 26 July 2016;
- c. \$6,000 on 30 August 2016;
- d. \$3,000 on 27 September 2016;
- e. \$6,121.70 on 25 October 2016.

[7] Furthermore the Authority orders that if Timbertanks fails to pay Mr Maiden some or all of the specified amounts due on each/any of the dates specified in paragraph [6] above, then the full amount (being the total of all instalments that remain outstanding at the time of Timbertanks' default, including all future instalments)) becomes immediately due and payable.

[8] If the situation described in paragraph [7] above occurs then "*immediately due and payable*" means that Timbertanks has seven days within which to pay Mr Maiden

² Supra.

in full (by way of cleared funds into his nominated bank account) the total of any/all amounts that remain owing as at the date of Timbertanks' default.

Rachel Larmer
Member of the Employment Relations Authority