

act as fully in the matter as if Masterprint had duly attended or been represented, as its failure to attend or be represented was clearly without good cause.

[4] I am satisfied that a major reason why Masterprint has not paid the \$8,000 outstanding from the Authority's determination is because of its difficult financial position, about which some evidence was given in the substantive investigation meeting. Mr Wilton, on behalf of Mr Smith and the EPMU, made it clear at this investigation meeting that they did not want to have to put Masterprint into liquidation. They therefore suggested (again) that the Authority could order the sums owing to be made in four monthly payments (of \$1,625 to Mr Smith and \$375 to the EPMU).

[5] I agree that this is a positive approach to ensuring that Mr Smith and the EPMU are paid, while also providing that Masterprint may be able to continue its operations. I therefore order the respondent, Masterprint Limited, to pay four monthly instalments of \$2,000 (being \$1,625 to Mr Smith and \$375 to the New Zealand Engineering Printing and Manufacturing Union) commencing on or before 7 July 2007 and concluding on or before 7 October 2007, to resolve this employment relationship problem.

[6] I further order that a failure by Masterprint Limited to meet any of the payments on time constitutes a fundamental breach of this Order, allowing Mr Smith to apply to the Employment Court for the exercise of its powers under s.140(6) of the Act. For Masterprint's benefit, I note in particular that the Court has wide powers under s.140(6), including the ability to order that the property of any person in default be sequestered and that a fine not exceeding \$40,000 be ordered.

[7] Given the circumstances, Mr Smith made no application for costs.

G J Wood

Member of the Employment Relations Authority