

*Under the Employment Relations Act 2000*

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY  
WELLINGTON OFFICE**

**BETWEEN** Hunt Development and Construction Limited (Applicant)

**AND** Ray Hickey (Respondent)

**REPRESENTATIVES** Michelle Banfield for the Applicant  
John Langford for the Respondent

**MEMBER OF AUTHORITY** P R Stapp

**INVESTIGATION MEETING** Wellington 27 May 2005

**DATE OF DETERMINATION** 27 May 2005

**DETERMINATION OF THE AUTHORITY**

**Employment relationship problem**

[1] The problem has involved the return of company property by Ray Hickey from 26 April 2005.

[2] At the investigation meeting the parties consented to the following arrangements to settle the matter. The arrangements are:

- That Mr. Hickey will return to the company a De Walt Drop Saw.
- That he will return to the company A De Walt Hammer Drill.
- That both these items will be delivered to the Employment Relations Authority Office in Wellington by 12 noon on Monday 30 May 2005 for Bell Gully to pick up.
- A Cell Phone was handed over at the investigation meeting. It is held by the Authority. Both parties' representatives will arrange to be present to check the phone for its CIM Card and to be returned to the company. The company will arrange with Bell Gully to bring a phone charger to the Authority to check the phone. Mr. Langford agreed to make himself available for this check if necessary.
- Mr. Hickey has agreed that he will photocopy his diary back to 23 September 2004. The photocopies will be provided to Bell Gully by John Langford by Wednesday 1 June 2005.

[3] Both parties have accepted that a Framing Nail Gun cannot be found but in good faith Mr. Hickey has undertaken to check again. Also the whereabouts of a phone charger will be checked by both parties. Mr. Hickey has undertaken that if he finds it he will return it by 12 noon on Monday 30 May 2005, although he suggested, it could be on level 2 at Grass Street.

[4] Both parties have accepted that there is no issue between them about the apprenticeship documents and any money.

[5] The remaining issue has to do with costs. The applicant has requested reasonable costs for bringing these proceedings. It is probable that without these proceedings this matter may have remained unsettled. The items in dispute were due to be returned from 26 April 2005 when the parties' relationship terminated (clause 23 agreement).

[6] Proceedings were filed in the Authority on 29 April 2005 after the parties had attended mediation. Since then Mr. Hickey has had a family bereavement that would explain some delay in fixing this matter, but it would not have been unreasonable to expect undertakings to have been made earlier and indeed earlier undertakings kept, especially with representatives involved. The matter was able to be settled at the investigation meeting. There was disputed ownership on some of the items. Mr. Hickey made a concession on at least one disputed item to resolve the matter. He and his representative say that he could have contested other items he says belong to him but decided not to. He did not want back broken equipment he owned. Both parties were represented and prior to the investigation various other items were returned to the company. This is a matter for modest costs only. Mr. Hickey is to pay Hunt Development and Construction Limited \$150 contribution to costs for preparation (including affidavits and attendances) and \$70 filing fee.

P R Stapp  
Member of the Authority