

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

AA 349/10  
5278593

BETWEEN YU CHAN (AMY) YE  
Applicant

AND RUIFA PRODUCE LTD  
Respondent

Member of Authority: James Wilson

Representatives: Yu Chan Ye in person  
Sue Fong for the respondent

Determination: 5 August 2010

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**DETERMINATION OF THE AUTHORITY**

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**Application for compliance**

[1] By way of a statement of problem filed in the Authority in August 2009 Ms Yu Chan (Amy) Ye requested that I issue a compliance order requiring Ruifa Produce Ltd (Ruifa) to fully comply with the determination of the Authority issued in April 2009. In particular Ms Ye sought compliance with the orders relating to the payment of sick leave made in that determination. Unfortunately due to an error on my part the Authority's file relating to Ms Ye's application was overlooked. This error has resulted in a lengthy delay in the issue of this determination and I apologise to the parties for any inconvenience this delay may have caused.

**Background**

[2] In my determination issued on 21 April 2009 (AA 129/09) I ordered that Ruifa pay Ms Ye compensation for hurt and humiliation (\$2500), for 8-week wages and outstanding annually leave and:

*If they have not already done so, sick leave at the rate of 46 hours per week from Ms Ye's last day of work up to and including 29 April 2008.*

[3] In a letter to Ruifa in July 2009 Ms Ye acknowledged receipt of various amounts to a total of \$7339 but said:

*I am entitled to three weeks of sick leave from 7 April (my last day of work) to 29 April, in total 3x46 hr = 138 hours.*

[4] In a letter responding to Ms Ye Ruifa said:

*We do not owe you any additional sick leave pay because the sick leave that we paid to you on 18 December 2008 was your total sick leave entitlement. The payment includes the sick leave accrued between your last day of work (7 April 2008) and 29 April 2008.*

[5] After receiving this reply from Ruifa Ms Ye filed her application for compliance in the Authority. In their statement in reply Ruifa repeats their assertion that Ms Ye has been paid all sick leave owing and has provided copies of her payslips to support that assertion.

### **Discussion**

[6] There is no doubt that Ruifa have paid to Ms Ye for all of the statutory sick leave to which she was entitled. Regrettably Ms Ye seems to have interpreted the statement in the substantive determination, that Ruifa pay her *sick leave at the rate of 46 hours per week from (her) last day of work up to and including 29 April 2008*, as conferring an additional entitlement to paid sick leave over and above that provided in her employment agreement and/or the Holidays Act. This was not the intention of the order. Ms Ye had received her statutory entitlement to paid sick leave. While she was entitled to sick leave from *her last day of work up to and including 29th of April* she was entitled to payment for only that part of that period for which she had accumulated a statutory paid sick leave entitlement. If Ms Ye has made this assumption then I must accept some responsibility for the ambiguous wording in the original determination for which I again apologise.

**Determination**

[7] Ruifa Produce Ltd has complied with all the orders made in the Authority's determination AA 129/09 of 25 April 2009, including their obligation to pay Ms Ye for sick leave. **Ms Ye's application for compliance is therefore declined.**

James Wilson

Member of the Employment Relations Authority