

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE**

[2023] NZERA 565
3184739

BETWEEN	HU BIN Applicant
AND	PURE NZ INTERNATIONAL TRAVEL SERVICE LIMITED First Respondent
AND	ZHOU PENG Second Respondent

Member of Authority:	Eleanor Robinson
Representatives:	David Fleming, counsel for the Applicant No appearance by Respondent
Investigation Meeting:	26 September 2023 at Auckland
Submissions and/or further evidence	26 September 2023 from the Applicant None from the Respondent
Determination:	02 October 2023

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

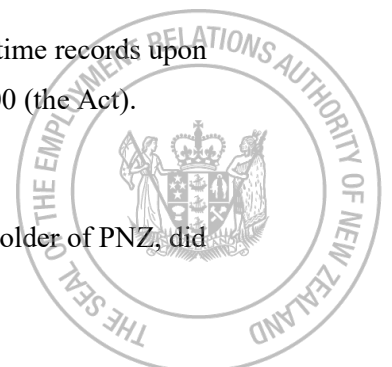
[1] The Applicant, Mr Hu Bin (also referred to as Ben Hu), claims that he is owed monies in respect of a premium paid to the First Respondent, Pure NZ International Travel Service Limited (PNZ).

[2] Mr Bin also claims that he is owed monies in respect of payment at the minimum rate for all hours he worked, statutory public holiday pay, and expenses incurred on behalf of PNZ.

[3] Mr Bin further seeks a penalty for a failure to provide wages and time records upon request in accordance with s 130(4) of the Employment Relations Act 2000 (the Act).

The Authority's investigation

[4] The Second Respondent, Mr Zhou Peng, sole director, and shareholder of PNZ, did not attend the Investigation Meeting.



[5] When the Authority first contacted the parties in early February 2023 to arrange a Case Management Conference (CMC), it was informed that Mr Peng was not available on the date offered as a result of being in China on business.

[6] Mr Peng was advised that he could join the CMC by Zoom but responded that Zoom was not an option in China. The Authority frequently conducts CMCs and investigation meetings with witnesses and parties based in China by Zoom, so this news was somewhat surprising.

[7] On 8 April 2023 Mr Peng advised that he would return to Auckland in early May. On 29 May 2023 the Authority asked Mr Peng for an update on the filing of PNZ's witness statements.

[8] On 30 May 2023 Mr Peng advised that while he had returned to NZ, his accountants had gone to China. Extension for filing was requested and granted to 30 June 2023.

[9] The investigation meeting was set down to take place on 27 September 2023. Mr Peng was sent the Notice of Investigation and the Authority's Directions Minute to the new email address he had notified. They were also delivered to Mr Peng by courier.

[10] On 25 June 2023 Mr Peng provided some information and was asked to clarify if the information was being provided in lieu of a witness statement. No response from Mr Peng was received and the timetable for the Respondent to file its evidence was extended until 18 August 2023 with an unequivocal statement that no further extensions would be granted.

[11] On 13 September 2023 Mr Peng responded that he was still in China.

[12] On 25 September 2023, two days prior to the investigation meeting, Mr Peng advised that he had postponed his return to New Zealand which had been scheduled to take place on 24 September 2023, and requested an adjournment.

[13] Given the delays by the Respondent, and the failure to meet any of the Authority's directions in regard to the filing of witness statements and some limited comments and documents including bank statements, I decided that the meeting should proceed pursuant to clause 12 Schedule 2 of the Employment Relations Act 2000 (the Act).

[14] Mr Peng was advised that the investigation meeting would proceed as scheduled and was invited to join the meeting by Zoom. He did not do so.



[15] The Authority received written and, under affirmation, oral evidence from the Applicant, Hu Bin.

[16] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

Issues

[17] The issues requiring investigation are whether or not:

- Mr Bin is owed monies in respect of an employment premium payment he made to PNZ?
- Mr Bin is owed monies in respect of being paid below the minimum wages by PNZ?
- Mr Bin is owed monies in respect of not being paid for statutory public holidays correctly?
- Is Mr Bin owed monies in respect of expenses he incurred on behalf of PNZ?
- Should Mr Peng be liable to make any payments determined to be due to Mr Bin by PNZ if PNZ is unable to pay any amounts ordered to be paid?
- Should a penalty be awarded against PNZ in respect of a breach of s130 of the Act, and if so, in what quantum?

Background

[18] PNZ is a travel company offering guided tours and travel packages, mainly to tourists from China and some other Asian countries. Mr Peng is the sole Director and Shareholder. His wife, Chuchu Zhu, is responsible for accounts and personnel matters.

[19] Mr Bin (also known as Ben Hu) saw an advertisement placed by PNZ on a Chinese community website; he applied for a position as a full-time bus operator and subsequently attended for an interview with Mr Peng at PNZ's office.

[20] Mr Bin was offered and accepted the position advertised with PNZ and was provided with an individual employment agreement which he signed on 9 September 2018 (the Employment Agreement).

[21] The Employment Agreement set out that Mr Bin was employed as a Driver and Tour Guide and would be paid \$18.00 per hour for a 40-hour working week.



[0] Mr Bin commenced working for PNZ on 23 September 2018. His duties included driving the tour bus, guiding tour parties, and assisting guests with bookings and accommodation issues.

The Bus premium payment

[1] Mr Bin said that prior to his commencing employment with PNZ Mr Peng asked him to pay PNZ the sum of \$10,000.00 as an investment into a 25-seater bus (the Bus). Mr Bin said Mr Peng told him that unless he paid the \$10,000.00, his employment would not be confirmed.

[2] On that basis Mr Peng said he paid the \$10,000.00 in two instalments, the first on 2 November 2018 and the second on 12 January 2019. In his bank statement Mr Bin identified the amount paid as an “Employment Deposit”.

[3] In a WeChat message sent to Mr Bin on 25 January 2019, the wife of Mr Peng, Ms Chuchu Zhu, confirmed that he had paid the full amount of the deposit: “ben has transferred the rest of \$4000.00, therefore, his investment \$10,000 are all in” Ms Zhu added: “I am going to use the PNZ invoice to write a receipt for everyone.” Mr Bin said he did not receive a receipt.

[4] Mr Bin said he understood there were five investors with shares in the Bus of whom he and Mr Peng were two. The Bus had already been purchased when Mr Bin joined PNZ. One of the other employee investors, Mr X, and Mr Bin pressed Mr Peng to provide a contract for their bus ownership, Mr Bin said they were subsequently asked by Mr Peng to draft a contract for the Bus ownership, but none of the drafts were accepted by Mr Peng.

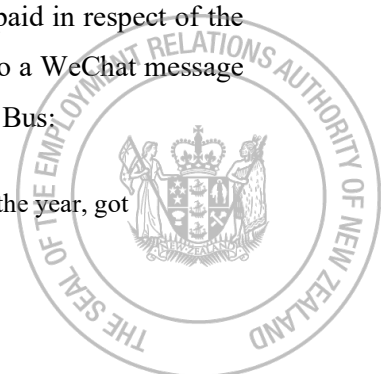
[5] On 1 July 2020 Mr Bin said Mr Peng held a meeting with Mr Bin and Mr X to discuss their investment in the Bus. Mr Bin said they were told that Mr Peng had decided to sell the Bus because the Covid-19 pandemic had adversely affected PNZs business. Mr Peng did not ask Mr Bin if he would agree to the sale of the Bus. Mr Bin said Mr Peng assured him and Mr X that they would receive the payments they had invested in the Bus back once it was sold.

[6] Mr Bin said he was surprised to learn at the meeting that PNZ did not own the Bus, but that it was subject to a finance arrangement. He understood that the Bus was reclaimed by the finance company on 1 July 2020 and subsequently sold.

[7] Mr Bin did not receive reimbursement of the \$10,000.00 he had paid in respect of the Bus after 1 July 2020, and on 18 February 2021 he and Mr X entered into a WeChat message stream with Mr Peng regarding the return of his investment money in the Bus:

Mr Bin: You’ve owed this money for years. I can’t wait until the end of the year, got some money issues myself. Hope you can understand this.

Mr Peng: I understand.



You can't wait until the end of the year, what then?

Mr X: Vincent (Mr Peng), why we have to wait until the end of this year?

Mr Peng: How interesting.
I have no money.

Minimum Wages claim.

[22] Mr Bin said he understood that long hours would be required to be worked during the peak tourist season. Mr Peng told him that he would not receive any payment for working the longer hours. Mr Bin said he had not questioned this since he was not, at that time, aware he was entitled to be paid the minimum wage in respect of all the hours he had worked.

[23] During the peak touring period Mr Bin said his working day would start at approximately 7.00 a.m. to clean the bus and make the necessary daily preparations. The day would end at approximately 8.00 p.m.

[24] Based upon the tour itineraries, which were provided to the Authority, Mr Bin believed he worked an average of 25 extra hours a week over 11.5 weeks between January and March 2019: a total of 299 hours.

Public holidays

[25] Mr Bin said Mr Peng had told him prior to the commencement of his employment that he would be required to work public holidays. He had understood this. Mr Peng explained that he would receive a day off in lieu of the public holiday he had worked as required by s 56 of the Holidays Act 2003 (the HA).

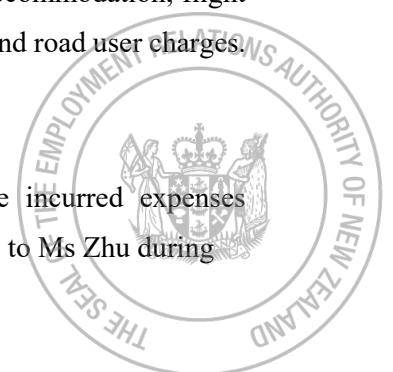
[26] Mr Bin said he also received payment in respect of the public holiday he had worked, but this was paid at time, not paid at the rate of time and a half as required by s 50 of the HA.

[27] Mr Bin provided a record of the public holidays he had worked between 2018 and 2020 to the Authority.

Expenses Claim

[28] Mr Bin said it was normal practice at PNZ for the bus operators to pay for expenses incurred on behalf of the company on the tours including guest meals, accommodation, flight tickets. The bus operators also paid for vehicle expenses including WOF and road user charges. Reimbursement would be made afterwards.

[29] Mr Bin said that between October 2019 to January 2020 he incurred expenses amounting to \$4,977.46 on behalf of PNZ. He emailed Excel spreadsheets to Ms Zhu during



that period as was normal practice accompanied by email to Ms Zhu in April 2019. He emailed Ms Zhu again on 19 February 2020 stating:

Hi Chuchu,

Please have a look at the attached document and let me know if you need anything else. Those unpaid groups date back to Oct 2019 which was more than a year ago.

I understand that the company is short of funds. However, our family is also in urgent need of this money.

[8] Having received no response, Mr Bin messaged Ms Zhu on WeChat on 27 July 2020 asking if she could reimburse him for the expenses claimed, explaining that he and his wife were looking for employment to which Ms Zhu responded: "Ok, I will remember." Despite this reassurance, no payment was received by Mr Bin.

[9] On 25 October 2020 Mr Bin messaged Ms Zhu again, reminding her of the expenses due for reimbursement to him. Again, there was no reimbursement provided.

[40] On 27 January 2021 Mr Bin messaged Ms Zhu on WeChat:

Mr Bin: Good morning Chuchu: would it be possible to request reimbursement? Got some family bills to pay soon.

Hey Chuchu: Sorry to ask you again. I still have around \$5,000.00 in outstanding reimbursements from the tour groups for more than a year now. We are really struggling financially at the moment.

Please can I apply for some reimbursement? I have resent you an email, and all the receipts I scanned and emailed to you on 19th Feb last year. Many thanks!

Chuchu: You should have your outstanding reimbursement back. I will try to give it to you soon.

[41] The same day, 27 January 2021, Mr Bin sent Ms Zhu an email forwarding the documents he had sent to her on 19 February 2020 and stating how urgently he needed the payment. No payment was received.

[42] The Excel spreadsheets were provided to the Authority.

Resignation

[43] Mr Bin said that from May 2019 his wage payments were frequently delayed. He raised the matter with Mr Peng who told him that PNZ had no money to pay him.

[44] Mr Bin said as a result of the delays in payment, he resigned from his employment with PNZ on 20 January 2020.



[30] Following his resignation, there were a few tour groups remaining to be taken on tours, so he worked for PNZ on a casual basis for 15 days.

Request for wage and time records

[31] April 2021 Mr Bin said he approached Auckland Community Law Centre to ask for its assistance with his issues with PNZ. Auckland Community Law Centre, on Mr Bin's behalf, requested PNZ on 19 April 2021 to provide Mr Bin's wages and time in order that he could calculate his entitlements, however PNZ's response was that they were not willing to provide them.

Was the Bus payment an employment premium?

[32] An employment premium is consideration paid by an employee for their employment. Mr Bin's evidence was that he was told by Mr Peng that unless he paid the \$10,000.00 his employment with PNZ would not be confirmed. Mr Bin did pay the \$10,000.00 in two instalments to PNZ.

[48] As stated in s 12A of the Wages Protection Act 1983(WPA):

No employer or person engaged on behalf of the employer shall seek or receive any premium in respect of the employment of any person, whether the premium is sought or received from the person employed or proposed to be employed or from any other person.

[49] There is no definition of an employment premium in the legislation, however I note that Mr Bin held no interest in the Bus as an investor: the Bus had been purchased prior to his joining PNZ, there was no share certificate provided to him, he was not asked for his consent to the sale of the Bus, and received no repayment of \$10,000.00 upon the sale of the Bus subsequently.

[50] Mr Bin's evidence was clear that he clearly understood from what Mr Peng had told him that it was deposit for his job with PNZ.

[51] In *Labour Inspector v Tech 5 Recruitment Ltd* the Employment Court commented:

Used in the context of s 12A we consider "premium" naturally captures paying to acquire a job (that is, consideration over and above the wage paid for the work performed in the wage/work bargain) ...; specifically, where a price is paid either by an employee, or potential employee, or is paid on that person's behalf to secure employment. ... the feature that stands put in this case is the lack of any benefit to the employee ... other than getting the job."¹

¹ *A Labour Inspector v Tech 5 Recruitment Ltd* [2016] NZEmpC 167 at [54]



[52] I find that Mr Bin obtained no benefit in return for his \$10,000.00 other than his job as a Driver and Tour Guide with PNZ.

[53] I determine that Mr Peng's demand for, and receipt of, \$10,000.00 from Mr Bin was an employment premium in breach of s12A of the WPA.

[54] I order PNZ is to pay to Mr Bin the sum of \$10,000.00 pursuant to s 12A (2) of the WPA. Payment to be made within 28 days of the date of this determination.

Is Mr Bin owed monies in respect of being paid below the minimum wages by PNZ?

[55] Mr Bin's evidence was that he was required to work long hours during the peak tourist season. During the days he worked, his day would start at approximately 7.00 a.m. and end at approximately 8.00 p.m. Apart from driving the tour bus he was expected to prepare and check it and ensure the arrangements for the tourist accommodations and meals went smoothly, including dealing with any unexpected changes and disruptions to the travel plans.

[56] Mr Bin believed he had worked an additional 25 hours a week over and above his contractual 40 hours, providing travel itineraries for the periods in question in support of his claim.

[57] I find that Mr Bin worked an additional 25 hours a week for 11.5 weeks, a total of 299 additional hours in the period between January to March 2019. At the minimum wage rate of \$16.50 per hour, I find Mr Bin is owed \$4,933.50 gross in respect of the additional hours worked pursuant to s 4 of the Minimum Wages Act 1983 (MWA).

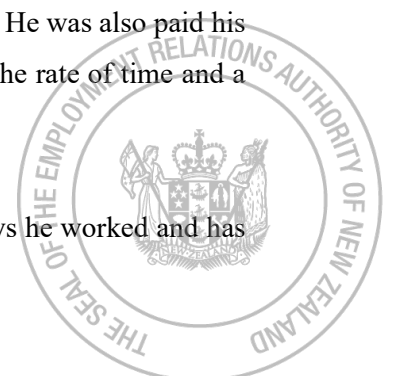
[58] Mr Bin is also owed holiday pay of 8% on this amount pursuant to s 24 of the Holidays Act 2003 (HA), this equates to \$394.68.

[59] I order PNZ is to pay to Mr Bin a total sum of \$5,328.18 gross in respect of unpaid minimum wages and holiday pay pursuant to s 4 MWA and S 24 HA. Payment to be made within 28 days of the date of this determination.

Is Mr Bin owed monies in respect of statutory public holiday entitlements?

[60] Mr Bin said he worked public holidays and received a day in lieu. He was also paid his normal pay amount in respect of the day he worked, but not payment at the rate of time and a half as required under s 50 of the HA.

[61] Mr Bin has provided documentation setting out the public holidays he worked and has given oral and written evidence on what he received by way of payment.



[62] I find that Mr Bin is owed \$1,074.79 gross in respect of statutory public holiday pay pursuant to s 50 of the HA.

Is Mr Bin owed monies in respect of expenses he incurred on behalf of PNZ?

[63] Mr Bin incurred expenses related to the conduct of its business as a travel company on behalf of PNZ.

[64] Mr Bin has provided to the Authority supporting documents itemising how the expenses were incurred and I am satisfied that they were legitimately incurred on behalf of PNZ.

[65] I determine that PNZ owes Mr Bin the sum of \$4,977.46 in respect of expenses incurred by him on behalf of PNZ.

[66] I order that PNZ pay to Mr Bin the sum of \$4,977.46 in respect of expenses incurred by him on behalf of PNZ.

Interest

[67] Mr Bin seeks interest on the unpaid monies in respect of the employment premium, expense amounts due to him, wages, and public holiday pay entitlement. The Authority has the power to award interest under clause 11 of the Second Schedule of the Act.

[68] The purpose of interest is to reimburse someone for the loss of use of monies to which there is established entitlement as is the case with Mr Bin.

[69] I consider it appropriate therefore to award Mr Bin interest on the amounts owed to him.

[70] Interest is payable in accordance with Schedule 2 of the Interest on Money Claims Act 2016. A calculator to assist in the calculation of interest is available on the Ministry of Justice website.

Remedies

Employment Premium

[71] Mr Bin has paid an employment premium to PNZ, and he seeks to recover that amount.

[72] I order that PNZ repays the sum of \$10,000.00 to Mr Bin pursuant to s12A (2) of the WPA within 28 days of the date of this determination.

Minimum Wages Claim



[73] Mr Bin worked an additional 299 hours during the period between January and March 2019 for which he was not paid at the minimal statutory rates.

[74] I order that PNZ pay Mr Bin the total sum of \$5,328.18 in respect of unpaid wages (\$4,933.50) and holiday pay (\$394.68) pursuant to s 4 of the MWA and s 24 of the HA.

Statutory Public Holiday Claim

[75] Mr Bin worked on a number of statutory public holiday days for which he did not receive payment at time and a half.

[76] I order that PNZ pay Mr Bin the sum of \$1,074.79 gross in respect of statutory public holiday pay pursuant to s 50 of the HA.

Reimbursement of Expenses

[77] Mr Bin incurred expenses on behalf of PNZ for which he has not been reimbursed.

[78] I order that PNZ pay Mr Bin the sum of \$4,977.46 gross as reimbursement of expenses.

Interest

[79] Mr Bin has been deprived of the use of monies to which he was entitled.

[80] PNZ is ordered to calculate and pay interest to Mr Bin within 28 days of the date of this determination on the sums for which payment has been ordered until they are paid in full.

Contribution

[81] I am required under s. 124 of the Act to consider the issue of any contribution that may influence the remedies awarded.

[82] I find no contributing conduct by Mr Bin and there will be no reduction in the remedies ordered.

Should Mr Peng be liable to make any payments determined to be due to Mr Bin in respect of breaches of minimum employment standards by PNZ if PNZ is unable to pay?

[83] PNZ has been found to have breached employment standards in respect of the employment premium, minimum wages, and holiday pay.



[84] Section 142W of the Act states:

142W Involvement in breaches

- (1) In this Act, a person is **involved in a breach** if the breach is a breach of employment standards and the person—
- (a) has aided, abetted, counselled, or procured the breach; or
 - (b) has induced, whether by threats or promises or otherwise, the breach; or
 - (c) has been in any way, directly or indirectly, knowingly concerned in, or party to, the breach; or

[85] I find that Mr Peng, as the sole director and shareholder of PNZ, was knowingly concerned in the breaches of minimum employment standards and in the failures to pay Mr Bin his entitlements correctly.

[86] As such, he may be held liable to fulfil the remedies ordered to be paid to Mr Bin pursuant to s 142Y(2)(b) of the Act: “to the extent that the employer’s employer is unable to pay the arears in wages or other money” and with the prior leave of the Authority.

[87] I determine that PNZ and Mr Peng are both jointly and severally responsible for seeing this order is met in full. I determine that in the event that PNZ is unable to, or fails to, pay Mr Bin the sums awarded to him in respect of the breaches of minimum employment standards including the interest, Mr Peng is liable to pay the ordered payments.

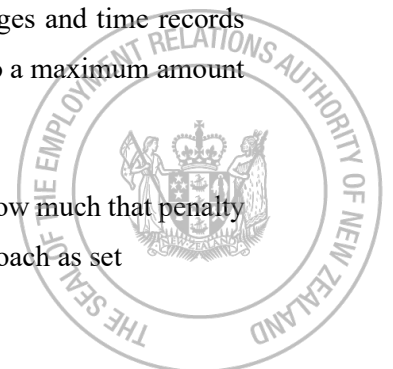
Should a penalty be awarded against PNZ in respect of a failure to provide wages and time records upon request, and if so, in what quantum?

[88] As stated in s 130(2) of the Act, every employer must upon request by an employee or a person authorised by them provide access to the wages and time records relating to the employment of the employee. Failure to do so renders the employer liable to a penalty.

[89] Auckland Community Law Centre requested that PNZ requested the wages and time records relating to Mr Bin in April 2021. It did not do so.

[90] I find that PNZ breached s 130 of the Act by failing to provide wages and time records when requested to do so. This breach renders PNZ liable to a penalty up to a maximum amount of \$20,000.00.

[91] In deciding whether to impose a penalty and if I decide to, deciding how much that penalty should be, I need to consider the factors in s 133A of the Act and the approach as set



out by the Employment Court in *Boorsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*.²

[92] The purpose of penalties is punitive. They are not imposed to remedy the applicant's loss, but to punish the person who has breached a duty under the Act and to condemn that behaviour.

[93] One of the objects of the Act is to promote the effective enforcement of employment standards. There is a duty to maintain wage and time records and provide these on request, PNZ failed to do in respect of Mr Bin.

[94] Failure to fulfil this requirement represents a failure to adhere to employment standards, and prejudiced Mr Bin's ability to calculate the wages and other monies owed to him following the termination of his employment with PNZ.

1. Identify the nature and number of statutory breaches

There is one statutory breach identified for which a maximum amount of \$20,000.00 may be awarded.

2. Step Two- assess the severity of the breaches

[95] The aggravating factors include the fact that Mr Bin was entitled to be paid properly during the period of his employment and to have access to the wage and time records for ensuring he could calculate payments due to him after his employment was abruptly ended.

[96] An ameliorating factor on the part of PNZ include the fact that it did provide a written employment agreement to Mr Bin and did provide some financial information relating to the payments to him during his period of employment with it.

[97] I consider that the penalty amount should be reduced to 50% of the total amount due in respect of the breaches.

3. The Respondent's financial circumstances

[98] No financial information has been provided by PNZ, however there is some basis for believing that PNZ is experienced adverse financial circumstances.

² *Boorsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*. [2016] NZEmpC



4.The nature and extent of any loss or damage

[99] No payments have since been made to remedy the loss suffered by Mr Bin.

5.Circumstances of the breach

[100] As observed by the Full Court in *Borsboom v Preet PVT Limited (Preet)* it is a matter of common knowledge within the community generally that minimum wages, minimum holiday entitlements and other statutory minima are applicable to all employment.³

[101] The circumstances of the breach of s 130 of the Act made it difficult for Mr Bin to accurately calculate the amounts owing to him.

6.Previous Conduct

[102] There is no evidence of similar previous conduct by PNZ before the Authority.

7.Deterrence

[103] I consider that there is a need to impress upon employers the employment standards they are required to meet, including that wages and time records are available upon request in order that employees can check that they have received the correct entitlements during their period of employment.

[104] I find that PNZ failed to provide the wages and time records to Mr Bin upon request which adversely affected his ability to calculate his entitlements following the termination of employment.

8.Proportionality

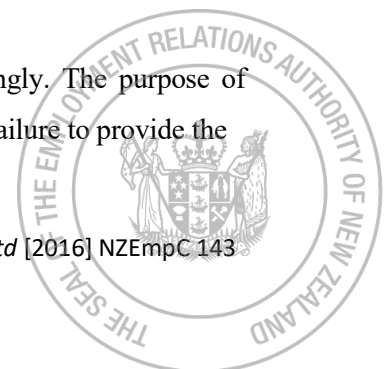
[105] Having had regard to the level of penalties arrived at in similar cases, I am satisfied that the level of penalty is in accordance with that level.

[106] I order PNZ to pay a penalty of \$2,500.00 in respect of the breach pursuant to s 130 of the Act.

Should any part of the penalty be paid to Mr Bin?

[107] Mr Bin's losses have been recognised and orders made accordingly. The purpose of penalties is to deter, not to compensate. However, I acknowledge that the failure to provide the

³ *Borsboom (Labour Inspector) v Preet Pvt Ltd & Warrington Discount Tobacco Ltd* [2016] NZEmpC 143



wages and time records by PNZ adversely affected Mr Bin's ability to calculate whether or not he had been correctly paid and the resultant amounts due to him.

[84] I order PNZ to pay a penalty of \$2,500.00, of which \$1,250.00 (50 percent) is to be paid to Mr Bin and \$1,250.00 (50 percent) to the Crown. The penalty is to be paid into a Crown Bank Account and the Crown will transfer the proportion awarded to him to Mr Bin.

Costs

[85] There was no appearance on the part of PNZ, although I acknowledge the very late request by Mr Peng for an adjournment. The Investigation meeting took less than half a day.

[86] I consider it appropriate to base the level of costs on the normal tariff in the Authority as at the date of filing and to take a half day investigation meeting as the starting point.

[87] Accordingly, PNZ is ordered to pay Mr Bin the sum of \$2,250.00 towards his legal costs, pursuant to clause 15 of Schedule 2 of the Act.

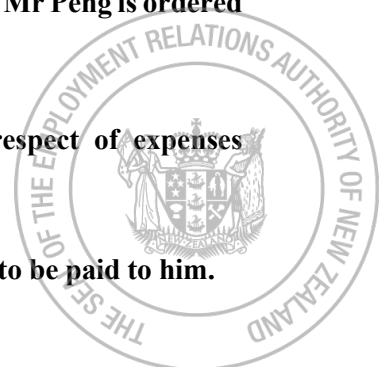
Filing Fee

[88] I order PNZ to pay Mr Bin the filing fee of \$71.56.

Orders

[89] I have made the following orders:

- **PNZ is ordered to pay Mr Bin the sum of \$10,000.00 in respect of an employment premium pursuant to s12A WPA.**
- **PNZ is ordered to pay Mr Bin the sum of the total sum of \$5,328.18 in respect of minimum wages pursuant to s 4 of the MWA and s 24 of the HA.**
- **PNZ is ordered to pay Mr Bin the sum of \$1,074.79 gross in respect of unpaid wages and holiday pay pursuant to s. to s 4 of the MWA and s 24 HA.**
- **To the extent that PNZ is unable to make the payments, Mr Peng is ordered to make the payment.**
- **PNZ is to pay Mr Peng the sum of \$4,977.46 in respect of expenses incurred.**
- **PNZ is to pay Mr Bin interest on the amounts ordered to be paid to him.**



- **I order PNZ to pay the full penalty amount of \$2,500.00 to the Authority for transfer to a Crown Bank Account.**
- **PNZ is ordered to pay Mr Bin the sum of \$2,250.00 as costs.**
- **PNZ is ordered to pay Mr Bin the filing fee of \$71.56.**
- **All orders for payment are to be paid within 28 days of the date of this determination.**

Eleanor Robinson
Member of the Employment Relations Authority

