

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

[2013] NZERA Auckland 385
5389652

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| BETWEEN | LABOUR INSPECTOR (MINISTRY OF BUSINESS, INNOVATION & EMPLOYMENT) Applicant |
| A N D | CIVIC CITY LIMITED t/a CIVIC CONVENIENCE First Respondent |
| A N D | RUM LIMITED t/a SYMONDS LIQUOR Second Respondent |
| A N D | 123J LIMITED t/a SKY LIQUOR Third Respondent |

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| Member of Authority: | Alastair Dumbleton |
| Representatives: | Sarah Blick and Rebecca Denmead, counsel for Applicant Nagi Faltaus, counsel for Respondents |
| Investigation Meeting: | 20, 21 and 22 February, 12, 13 and 14 March, 22 April and 13 May 2013 |
| Submissions Received: | 10 June, 9 and 22 July 2013 |
| Date of Determination: | 28 August 2013 |

DETERMINATION OF THE AUTHORITY

- A. The respondent companies must pay \$96,574.33 to the Labour Inspector, as minimum wages and holiday pay owed to former employees.**

- B. Interest is to be paid by the respondents on \$96,574.33 at 5% per annum from 5 June 2012.**
- C. The respondents must pay \$60,000 penalties for breaches of the Minimum Wage Act 1983 and Holidays Act 2003.**
- D. The respondents must pay \$55,000 penalties for breaches of the Employment Relations Act 2000.**
- E. Costs are reserved.**

Employment relationship problem

[1] The applicant Labour Inspector has investigated problems in the employment relationships between the three respondents and 11 Indian men who worked for the companies while visiting New Zealand to study. The students had visas permitting them to be employed for up to 20 hours per week during the term of courses they attended at institutions in Auckland.

[2] As a group, in early 2012 the students complained to the Inspector of having been underpaid by the respondents. Following an extensive investigation the Inspector concluded they had not received statutory entitlements to minimum wages and holiday pay and that breaches of employment law had been committed in several respects by their employers.

[3] When the respondents failed to comply with the Inspector's demand for correct payment to be made, claims were brought to the Authority for investigation and determination.

Orders sought

[4] For the use of the 11 complainants, the Inspector seeks to recover the following from the respondents:

- Payment of minimum wages for all the hours they were employed, pursuant to s 6 of the Minimum Wages Act 1983;
- Payment of annual holiday pay due upon termination of their employment, pursuant to s 23 of the Holidays Act 2003;

- Payment of public holiday pay under s 50 (time and a half payment) and s 60 (payment for alternative day) of the Holidays Act, at the rate of Relevant Daily Pay for public holidays that were otherwise working days for them;
- Payment of penalties for failing to pay minimum wages, failing to pay for annual and public holidays and for failing to provide employment agreements to them;
- Interest on minimum wages and holiday pay;
- Costs of the Authority's investigation.

[5] The total claimed in wages and holiday pay by the Labour Inspector for the 11 complainants is \$138,354.

Mediation

[6] Mediation of claims for statutory minimum entitlements is expressly permitted by s 148A of the Employment Relations Act 2000.

[7] Claims for those entitlements which a Labour Inspector may make are, like most other employment relationship problems, amenable to resolution by consent. Too narrow a view of the scope for settlement through the process of mediation should not be taken by Inspectors. Although the Act forbids entry into any settlement where an employee agrees to forgo all or part of minimum entitlements, other practical outcomes being agreed to as terms of settlement, or partial settlement, are not precluded by the statute. Even an unsuccessful attempt at settlement may assist ultimate resolution.

[8] After some prompting by the Authority the Inspector undertook mediation with the respondent, but the claims remained unresolved.

Employers' response

[9] In the statement in reply lodged on their behalf the respondent companies have not disputed employing the complainants but have denied underpaying them.

[10] Neither have the respondents disputed that their former employees were not paid for annual and public holidays, entitlements they state will now be provided.

[11] In relation to the alleged failure to provide written employment agreements, this is not expressly addressed in the statement in reply but at the investigation meeting it was admitted on behalf of the respondents that agreements had been deliberately withheld from the complainants during their employment.

[12] The Labour Inspector claims that the complainants were systematically exploited by the respondents through an officer or agent of them Mr Ala'a Bader and his father, Mr Yousef Bader. It is claimed that as visitors to New Zealand the students were taken advantage of and manipulated because of the restriction in their visas to working no more than 20 hours a week. It is alleged that when the employees complained of being underpaid they were threatened by Mr Yousef Bader with exposure to the Police and Immigration Service and with removal from the country for breaching their visas.

[13] The respondents claim it was they who were exploited. They allege that the complainants were engaged in "illegal and immoral" activities, including stealing their property and "exploiting vulnerable migrants." The respondents allege that the complainants conspired to make false claims to a Labour Inspector and that they destroyed or hid business records the companies would need to disprove those claims.

[14] The respondent companies were incorporated in 2008, 2010 and 2011. Mr Ala'a Bader is currently listed as the sole director and owner of them. The companies own and operate convenience and liquor stores in the Auckland CBD, Civic City Ltd trading as Civic Convenience in Wellesley Street, Rum Ltd trading as Symonds Liquor in Wakefield Street, and 123J Ltd trading as Sky Liquor in Pitt Street.

Wages and time records

[15] The key issue in this case is the number of hours worked in the respondents' three stores by the 11 complainants. They claim to have regularly worked significantly in excess of 20 hours a week, whereas the respondents claim that they did not exceed their student visa limits.

[16] Every employer is required to keep a wages and time record by s 130 (1) of the Employment Relations Act 2000, and there is a similar provision in the Minimum Wage Act 1983. Amongst other information to be entered in the record is the daily hours of work of an employee, where that is necessary to calculate pay. Such a record if available to the Inspector and the Authority in this case would have assisted considerably in determining the true hours worked by the students.

[17] The respondent employers claim that they complied with s 130 of the Act and kept a wages and time record but, they allege, it was misappropriated by one of the complainant workers and could not be produced to the Inspector because it has not been recovered. The respondents claim that the disappearance of their wages and time and other business records was part of a plan hatched by the students, to hide the theft from the shops of goods and money and to help them raise false claims about their pay and hours of work.

[18] In the absence of wages and time records the Inspector contends that s 132 of the Employment Relations Act can be invoked to quantify the wages owing to the complainants. Section 132 can be called in aid if; - a) the Authority accepts that the respondents failed to keep or produce wages and time records, and b) the Inspector and complainants were prejudiced by that failure in their ability to bring accurate claims. If those two conditions are satisfied the respondents must disprove all the claims of the employees in respect of wages paid and hours worked, otherwise the Authority may accept the claims as established.

[19] Without s 132 to assist there is some difficulty in relying only on the employees' recollections of the exact hours they worked, and in the absence of documentary evidence or other corroboration.

Investigation meeting

[20] As well as the Labour Inspector and an Immigration Officer, eight of the 11 complainants participated personally in the investigation meeting by giving evidence and answering questions. Of the remaining three, one did not wish to give evidence but wanted his complaint to be considered, while two others advised the Inspector that they no longer wished to be included in the claim.

[21] Most of the eight participating complainants were present at the investigation meeting but some gave evidence by telephone while overseas in India and Thailand.

[22] Witnesses attending the investigation meeting included the sole director and shareholder of the respondent companies, Mr Ala'a Bader, his brother Mr Tha'er Bader, a professional accountant Mr Bala Prasad, another man who was employed in one of the respondents' shops, and a customer.

[23] On the respondents' side there were difficulties in obtaining the evidence of material witnesses. In particular from Mr Ala'a Bader's father, Mr Yousef Bader, who was identified by some of the complainants as having had a major role in the organisation and management in the stores they worked in. He was said to have recruited them and closely supervised their work. Due to medical incapacitation he did not give evidence or take any direct part in the investigation by the Authority or the Labour Inspector.

[24] Mr Ranveer Chouhan, another potential material witness, who was employed to manage one or more of the stores at times when some of the complainants were employed. He could have assisted the investigation with his evidence, but a summons for him to appear issued by the Authority was not able to be served as he could not be found in Auckland, where records show he has returned to after being overseas for a time.

[25] In principle the investigation can be reopened on application by either of the parties, or by the Authority of its own motion, if at some time in the near future Mr Chouhan is located or if Mr Yousef Bader recovers his health.

Proof of applicants' claims

[26] Credibility is very much a factor in determining this case.

[27] The respondents claim that the complainants colluded in a plan to falsely claim they worked much longer hours than 20 a week. If that is so it follows the complainants lied to the Inspector and the Authority.

[28] The strong conflict between the parties on the issue of hours worked and the lack of any irrefutable evidence, or proof to a high enough standard, means the Authority must determine whether it is likely the complainants worked more than 20 hours a week. The Authority may accept their claims as to the actual hours they worked if s 132 operates in the circumstances. If the provision does not apply, the

Authority must determine whether it is likely they worked any of the actual hours claimed above 20 a week.

[29] Given that the complainants are 11 individuals who combined as a group to terminate their employment with the respondents and complain to the Labour Inspector, there is always the possibility that at least one of them has seen the claim as a chance to obtain money by falsely giving the same evidence as others, or jump on the bandwagon in the hope that they would benefit, or without having any clear recollection of dates and time of work to pretend they have. There may be other reasons undermining the credibility of any individual's evidence.

[30] It is also possible and even likely that in a group of 11 individuals having the particular background of the complainants that one or more of them is a truthful witness having a reasonably accurate memory of the circumstances in which work was performed for the respondents. The complainants are well educated men who are in New Zealand to gain further qualifications.

[31] In determining the hours worked issue in this case, it has been necessary for me to consider a range of diverse details, major and minor, in relation to individuals for whom the claim is brought and several individuals who were closely involved on the employers' side. While my main concern is not with the motives of the any of the complainants or the Baders for acting in the way they did, or are claimed to have done, the Authority may have some regard to the character of the people principally involved in this case and may consider whether for any reason they might have been untruthful in giving evidence, even although all witnesses swore or affirmed that they would tell the truth.

[32] Some of the circumstances counting against the parties or the character of them are as follows. If the complainant workers were as they claim employed by the respondents for considerably more than 20 hours a week during study term time, then they breached the conditions of their student visas. They knowingly and deliberately failed to comply with those conditions and did so repeatedly, if their claims are to be accepted.

[33] The situation of people allowed only temporary entry to New Zealand under prohibitions or restrictions on working here, places special pressures on them and the Authority is reluctant to conclude that breaching immigration rules or regulations is

any strong indication that a person is of generally bad character or prone to disregard domestic law and be untruthful.

[34] The employers, which are three closely held companies having the same shareholder and director, Mr Ala'a Bader, entered into multiple employment relationships with at least 11 employees. Their engagement was necessary for the businesses to trade during the extensive opening hours they had. The respondents had early on engaged a professional accountant who was well aware of basic employment law, as he had assisted the respondents to provide a written employment agreement for Mr Chouhan the first manager. The knowledge and advice of their accountant was made available to the respondents in matters such as income tax to be deducted from any employees' wages and paid to the Inland Revenue department, as some was, and the permits needed to be acquired from the local Council for matters including management of licensed liquor sales outlets. At least four of the complainants held a Managers Certificate for selling alcohol.

[35] The respondents had the means and resources and, in my view, must be taken to have known that there were a number of statutory and regulatory requirements needed to be met in running their shop businesses and employing workers in them. They must also be taken to have known the requirements to keep records such as wages and time records in the appropriate format as required by the Employment Relations Act, and a holiday and leave record as required by the Holidays Act. They claim records were kept but were taken away and not returned by one of their employees. They also had the resources, and ought to have known of the requirement, to pay holiday pay or allow annual and public holidays on pay for any employees.

[36] Mr Ala'a Bader admitted to the Authority that he had decided not to give the complainants a written employment agreement, as required by law. He did not deny knowledge of that obligation and in my view any denial would be implausible, since on his accountant's advice he had previously provided an agreement for Mr Chouhan. His reason for not providing the written agreements to any of the complainants provides some insight into his attitude towards the Indian students. He said he was concerned that if they were given written employment agreements they would use them to try and get permanent residence granted by the Immigration Service.

[37] This is ironic, as Mr Bader and his family have themselves only quite recently come to live in New Zealand. He seems an unlikely vigilante intent on selecting

those suitable for residence in New Zealand. It is more probable that Mr Bader and his father saw the students as being of greater use to them while they worked under visa restrictions they had been tempted into disregarding.

[38] If I do find that any of the complainants worked more than 20 hours a week during term time, then given the evidence it must also be the Authority's finding that they deliberately breached the terms of the permission granted them to be in New Zealand. If that is my finding it must also be found that the respondents intended to illegally use the complainants as cheap labour, taking advantage of their need to conceal from the authorities their breaches of the conditions under which they were permitted to be here, and taking advantage of their fear of removal if they were caught.

[39] The Labour Inspector and the three respondent companies have been well represented in the Authority's investigation, by counsel Ms Blick and Ms Denmead for the Inspector and Mr Faltaus for the employers. They carefully and closely questioned each of the witnesses about the key issue of hours worked and all other matters in dispute, going into detail where necessary and possible, and drawing on three volumes of documentary evidence from sources such as the Inland Revenue, bank records, college lecture timetables and projections made of manpower requirements for three shops having their particular opening and closing hours. Records of times worked and rosters of workers were also put in evidence.

[40] In recording this determination I have done so in accordance with s 174 of the Employment Relations Act, which requires the Authority at minimum to state its relevant findings of fact, explain its findings on relevant issues of law and express its conclusions on the matters it considers require determination. The Authority need not set out a record of all or any of the evidence taken, nor record or summarise all or any of the submissions made by counsel for the parties, nor indicate why it has made, or not made, findings as to the credibility of any evidence of any witness, nor record the process followed in investigating and determining the matter.

Findings

[41] I accept the eight complainants who gave evidence to be truthful witnesses. From their written and oral evidence I find it is likely that as claimed they worked considerably more than 20 hours a week for the respondents, and it is likely they did

so regularly over the period of time for which their claims are brought. Some of their work during 'training' periods was not paid for at all while at other times the payment they received did not meet the minimum entitlement of the complainants under the Minimum Wage Act; \$12.75 per hour for the year to 31 March 2011 and \$13.00 for the year following to 31 March 2012.

[42] Mr Ala'a Bader and Mr Yousef Bader knew that the complainants as students were restricted in the hours they were allowed to work but enticed or encouraged them to breach their visa conditions.

[43] It is difficult to accurately quantify the extent of underpayment in each case from the evidence alone and the question arises whether s 132 of the Employment Relations Act can operate in the circumstances.

[44] I find that it can. The records that were kept were I find incomplete and not adequate to discharge the statutory obligation the respondents had as employers to keep a wages and time record or holiday and leave record.

[45] Mr Manish Sharma admitted that while the records were under his control as store manager he took them away from the shop they were kept in, but I accept his evidence that after copying them he returned them on the advice of Mr Max Whitehead an employment relations advocate. I find that the complainants did not prevent the respondent from producing to the Inspector and to the Authority a wages and time record, if one had been kept.

[46] I conclude it is unlikely that until it disappeared the respondents were keeping a record for the purposes of s 130 of the Employment Relations Act; that is, a written account containing complete and correct information about wages paid, time worked and other matters as required by the Act. To be a *record*, implicitly a document needs to have in it true or accurate information. For the respondents to have kept a compliant record would have been to create evidence of their unlawful employment of the complainants.

[47] A picture also emerges clearly in this case of inadequate and haphazard record keeping and compliance generally. There are discrepancies between returns given to Inland Revenue and amounts shown in bank records as paid to some of the complainants by direct credit. No pay for annual or public holidays was allowed for.

[48] The respondents also disregarded their statutory obligation to provide written employment agreements to all their employees. Such agreements are a record of immense practical importance in any business employing staff. Mr Ala'a Bader acknowledged that the failure in this regard was deliberate and I conclude that he wanted to prevent the students from having evidence they could base claims of underpayment on and show to authorities such as a Labour Inspector.

[49] Timesheets that were produced were inaccurate as to the periods of employment which, I find were verified in some instances by cell phone records of calls made between the complainants while at work. I do not accept that the cell phones were tampered with. IRD records left unaccounted for the staffing of the shops for significant periods, if the complainants were not working during that time as the respondents claimed.

[50] I find that the failure of the respondents to keep a record as required by s 130 of the Act prejudiced the Inspector and the complainants in their ability to bring accurate claims. Those claims have not been disproved by the respondents and accordingly I accept them as established.

[51] A key witness in relation to the hours worked issue is Mr Yousef Bader who was unable to give evidence. He had a far greater involvement in the running of the liquor shops that Mr Ala'a Bader acknowledged.

[52] Mr Yousef Bader was in charge for about six weeks from late 2011, while Mr Ala'a Bader was in Jordan. He was not in a position to contradict the direct evidence of many of the complainants as to what his father had said and done in relation to their becoming employed and performance of work and pay. Several of the students gave similar evidence of the way they were engaged by Mr Yousef Bader and the 'training' they were required to undertake without pay. There was also evidence of bizarre and discriminatory behaviour by him towards them as young men.

[53] I accept as accurate the Inspectors assessments of the amounts due to each of the eight complainants. The assessments were checked with the complainants and cross-checked with other information available to the Inspectors. Changes have been made where new information has come to light.

[54] The Inspector is entitled to orders from the Authority for the recovery of the minimum entitlements.

Identity of employer

[55] The three respondent companies are in law separate legal entities and an employment relationship was possible between any of them and any of the complainants. For sound commercial reasons I expect, each shop business was run by a separate company. There were differences between the individual complainants as to how much time they spent working in each shop for any of the respondents, so that if one student had worked for just one of the businesses it might follow that he was employed only by the company owning or operating that business and not by either of the other two companies as well.

[56] While no attempt has been made to identify which company, or companies if more than one, employed each complainant, no issue has been raised by the respondents about that. Written employment agreements if they had been provided would have identified the employer in the case of each employee of the respondents. The three companies were owned by a common director, Mr Ala'a Bader. I regard the employer as an enterprise in the nature of a partnership of companies and on that basis consider that all three may be held jointly and separately liable to discharge the orders to be made in favour of the Inspector.

[57] I agree that as an alternative the Inspector may enforce the orders against the particular employer as shown in the IRD tax returns provided by the respondents. For at least one employee, Mr Lalit Kumar, there appears to be no tax return, so enforcement if needed should be taken against all or any of the respondents in his case, or that of any other complainants like it.

Determination

[58] I accept the claims for arrears of minimum wages and holiday pay (annual and public holidays) of the eight complainants listed below who participated in the investigation. The three who chose not to, Ramneek Bhatia, Prince Albert and Sunil Kumar, consequently did not verify on oath or affirmation, or in other solemn form, their claims as to hours worked and they did not make themselves available for cross-examination. Their unsworn statements are not acceptable in that form.

Minimum wages and holiday pay

[59] I order the respondents to pay the Inspector to the use of eight complainants the amounts set out in the Inspector's schedule as follows;

| | |
|-------------------|---------------------------|
| Arjun Kanakaserry | \$15,641.10 |
| Manish Sharma | \$27,168.80 |
| Gurvinder Singh | \$19,169.56 |
| Sandeep Bhardwaj | \$12,093.31 |
| Venugopal Vanga | \$5,154.52 |
| Prathap Kammili | \$8,010.46 |
| Lalit Kumar | \$6,656.08 |
| Devanshu Taneja | \$2,680.50 |
| TOTAL: | <u>\$96,574.33</u> |

Penalties

[60] The statement of problem lodged by the Inspector on 20 July 2012 made reference to penalties claimed against the respondents, in respect of 11 employees, for failing to provide an employment agreement, failing to pay minimum wages and failing to pay annual and public holiday pay. No reference was made in the statement of problem or in counsel's opening submissions to penalties being claimed for failure to keep records of wages and time or holidays and leave.

[61] In closing submissions penalty action under the Employment Relations Act, the Minimum Wages Act and the Holidays Act was referred to "in relation to wages and time records". I find however that no claim in that regard was commenced and penalties cannot be ordered for that particular failure although it clearly occurred.

[62] I find there were breaches as alleged through the respondents' failures to pay minimum wages and holiday pay and to provide employment agreements to any of the 11 complaints. I accept that the breaches and scale of them by the respondents should

be punished with significant penalties imposed under the Minimum Wage Act, Holidays Act and Employment Relations Act.

[63] The penalties should act as a deterrent to other employers who not only breach minimum entitlement and other statutory provisions of employment law but do that on a wholesale basis, taking advantage of circumstances such as those of the complainants who were visitors to New Zealand on limited visas. The penalties may also provide some compensation to the abused employees.

[64] The time limit for commencing any penalty claim under the Employment Relations Act, Minimum Wages Act and Holidays Act is within 12 months after the earlier of the time when the cause of action became known, or when it should reasonably have become known, to the Labour Inspector.

[65] The penalty claims were commenced on 20 July 2012 when the Inspector lodged a statement of problem. Six of the 11 employees had commenced employment with the respondents only within the previous 12 months and there is no issue about the claims being brought in time for them. In any event I accept that Inspector was unaware of the cause of action until January 2012, when the 11 employees complained. Before they complained, the claims could not reasonably have become known to the Inspector. No general inspections of workplaces are carried out that might have revealed breaches earlier.

[66] A penalty under s 63A of the Employment Relations Act cannot be claimed by an Inspector, as the provision does not expressly permit that; see s 135(1)(c).

[67] Only since 1 April 2011 has an Inspector has had the ability to claim a penalty for breach of s 65 of the Act, and only since 1 July 2011 in the case of a breach of s 64. Five of the 11 complainants began employment with the respondents before July 2011, although all complainants remained employed after July, two until December 2011 and 9 until January 2012. Unless the contended breach is a 'continuing' one, penalties cannot be claimed for breaches occurring before the Inspector became empowered to take that action, as the provisions are presumed not to be retrospective in effect.

[68] I conclude that the obligation under s 64 for an employer to *retain* a signed copy of the employment agreement is one that continues throughout any employment. To be able to retain it, an employer must have in writing an individual employment

agreement. Section 65 also imposes a continuing obligation for an employer to put *in writing* an individual employment agreement. The respondent remained in breach until the employment of each complainant ended, in either December 2011 or January 2012.

[69] The Inspector was I find empowered to bring the penalty claims under s 64 or s 65 of the Act in relation to the respondents' failure to provide employment agreements, and she commenced the claims inside the time period provided.

[70] The maximum penalty for breach of the Minimum Wage Act and Holidays since 1 April 2011 is \$20,000 in the case of a company. Penalties under the former statute should be limited to the eight of 11 complainants who participated in the investigation meeting, whereas the breach of the latter statute has been admitted for all 11 complainants.

[71] For breaches of both statutes I consider total penalties of \$120,000 would be justifiable in respect of the complainants. However I also consider that the need for deterrence in imposing penalties can be met by imposing total penalties of \$60,000, which amount also reflects the commercial reality that the respondents are small businesses and are likely to become insolvent and cease trading as a result of this case. Each of the eight workers named above in para.[59] shall receive \$2,500 and the other three complainants \$1,500 each for the admitted breaches of the Holidays Act only. That is a total of \$24,500 to the complainants and the balance of \$35,500 shall be paid to the Crown.

[72] I do not accept that Mr Ala'a Bader was unaware of the statutory requirement to provide each employee with an employment agreement. Neither do I accept the submission that Mr Bader was advised by the respondents' Business Accountant Mr Bala Prasad that written employment agreements were not necessary. Mr Prasad did not confirm that was the case in his oral evidence. Mr Prasad had clearly advised that an agreement was needed for the first employee, Mr Ranveer Chouhan, and had arranged for one to be provided to him.

[73] The submissions for the respondent in this regard are not consistent with Mr Bader's own evidence, that he had deliberately withheld written agreements to prevent the complainants taking them to the Immigration Service to try and obtain

permanent residence. I note that other submissions for the respondents were also extravagant and without evidential foundation.

[74] For breach of the Employment Relations Act through the deliberate failure of the respondents to provide written employment agreements, I consider a penalty of \$10,000 in the case of each worker would be justifiable (total \$110,000 for 11 workers). Again though, having regard to the need for deterrence but acknowledging the likely liquidation of the respondents, the penalty should be a total of \$55,000. This will apply to all 11 complainants, as although only eight gave evidence of underpayment of wages and holiday pay, the respondents through Mr Ala'a Bader admitted the written agreement breach for all complainants. Each worker shall receive \$5,000.

Interest

[75] I award interest at the rate fixed by the Employment Relations Act of 5% per annum which is to be paid on the amount of \$96,574.33. The interest is payable to the complainants in proportion to the sum recovered for each of them. It is to be paid from 5 June 2012, the date the Inspector demanded payment of minimum wages and holiday pay.

Costs

[76] Costs are reserved. The Inspector may apply in writing for an order, within 14 days of the date of this determination. The respondents shall have a further 14 days in which to reply in writing.

A Dumbleton
Member of the Employment Relations Authority