

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

[2015] NZERA Christchurch 170  
5542917

BETWEEN	KIM BALDWIN LABOUR INSPECTOR, MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT Applicant
A N D	GOLDENGROVE STUD FARM LIMITED First Respondent
A N D	PHILLIPPA ANN SILCOCK Second Respondent

Member of Authority: Helen Doyle

Representatives: Greg La Hood, Counsel for the Applicant  
Andrew Riches, Counsel for the Respondent

Investigation Meeting: 21 August 2015 at Christchurch

Submissions Received: At the investigation meeting

Date of Determination: 12 November 2015

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**DETERMINATION OF THE AUTHORITY**

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- A Kyra Jamie was employed by Goldengrove Stud Farm Limited.**
- B In light of that finding, and as agreed, the parties are to discuss the Labour Inspector's claims and whether agreement can be reached about any of them. A progress report is to be provided to the Authority by end of January 2016 by Ms Baldwin and if agreement cannot be reached the matter will be promptly set down for investigation and determination.**
- C Costs are reserved.**

**Employment relationship problem**

[1] The Labour Inspector, Charles Wang<sup>1</sup>, in a statement of problem wants the Employment Relations Authority to resolve the following problems:

- (a) An order that Goldengrove Stud Farm Limited (Goldengrove) comply with an improvement notice issued under s 223D of the Employment Relations Act 2000 (the Act) requiring production of employment records;
- (b) A claim against Goldengrove to recover arrears of minimum wages under s 11 of the Minimum Wages Act 1983 for unpaid work due to Kyra Jamie, a former employee of the first respondent;
- (c) A claim against Goldengrove to recover arrears of holiday pay under s 77 of the Holidays Act 2003;
- (d) Interest on any order of arrears;
- (e) A claim against Goldengrove for penalties for failure to comply with an improvement notice issued under s 223D of the Act;
- (f) Reimbursement of the filing fee/costs.

[2] Mr Wang was a designated Labour Inspector with the Ministry of Business, Innovation and Employment (MBIE) under s 223 of the Act at the time the statement of problem was lodged with the Authority in February 2015. He is no longer employed as a Labour Inspector at MBIE but attended the Authority investigation meeting and gave evidence under summons. The Labour Inspector now dealing with the matter is Kim Baldwin and in accordance with a request from Mr La Hood and with no objection from Mr Riches the Labour Inspector is amended to Kim Baldwin.

[3] The statement of problem was duly served on Goldengrove but no statement in reply was lodged within the time period of 14 days. A case management

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<sup>1</sup> Subsequently amended to Kim Baldwin Labour Inspector by consent

conference date was advised to the parties and the sole director and shareholder of Goldengrove, Paul Ffoulkes and his wife Phillippa Silcock attended the conference call with the Authority together with Mr La Hood on behalf of the Labour Inspector.

[4] Mr Ffoulkes advised the Authority that Ms Jamie was not employed by Goldengrove but undertook work for his wife, Ms Silcock for education and learning as a working student. Mr La Hood said that the Labour Inspector had concluded that Ms Jamie was an employee. The Authority scheduled for a statement in reply to be lodged within 14 days of the conference call with a further conference call to be scheduled to discuss further steps. Unfortunately there was a fire drill during the telephone conference and it had to be cut short.

[5] A statement in reply was lodged naming the respondent as Phillippa Silcock with no reference to Goldengrove. The matter was then set down for an investigation meeting.

[6] Mr Riches was instructed after the matter had been set down for an investigation meeting and sought an adjournment by way of memorandum dated 7 August 2015 to enable further time for statements of evidence and to see if agreement could be reached on some issues. The adjournment was opposed. After hearing from both counsel the Authority, whilst having sympathy with Mr Riches late instruction, declined the application for an adjournment taking into account the considerable delay to that point of time.

[7] It was agreed that Ms Silcock could be joined by consent to the proceedings as second respondent. It was further agreed at the start of the investigation meeting that the Authority would firstly determine whether Ms Jamie was an employee or a volunteer. If it was found that Ms Jamie was an employee then the Authority would determine who her employer was. The matter would then be adjourned to enable the parties to explore if agreement could be reached on issues of wage, time and holiday records, minimum wages, holiday pay including public holidays and the claim for penalties.

[8] Section 6 of the Act is relevant for the purpose of the assessment about whether Ms Jamie was an employee.

## 6. *Meaning of employee*

- (1) *In this Act, unless the context otherwise requires, **employee** –*
- (a) *means any person of any age employed by an employer to do any work for hire or reward under a contract of service; and*
  - (b) *includes –*
    - (i) *a homemaker; or*
    - (ii) *a person intending to work; but*
  - (c) *excludes a volunteer who –*
    - (i) *does not expect to be rewarded for work to be performed as a volunteer; and*
    - (ii) *receives no reward for work performed as a volunteer; and*
- ...
- (2) *In deciding for the purposes of subsection (1)(a) whether a person is employed by another person under a contract of service, the court or the Authority (as the case may be) must determine the real nature of the relationship between them.*
- (3) *For the purposes of subsection (2), the court or the Authority –*
- (a) *must consider all relevant matters, including any matters that indicate the intention of the persons; and*
  - (b) *is not to treat as a determining matter any statement by the persons that describes the nature of their relationship.*

[9] The Employment Court in *John Kirby v. New Zealand China Friendship Society*<sup>2</sup> considered whether Mr Kirby was a volunteer and stated<sup>3</sup> amongst other matters that the *analysis of whether a person does or does not expect to be rewarded for work to be performed as a volunteer must be carried out objectively*. Further it was stated that the principles that apply in determining whether an employment agreement or contract is in existence or as to its terms, should also apply when determining if an individual was a volunteer since such an inquiry may be related to the alternative possibility that the individual was an employee.

[10] Judge Inglis in *Brook v. Macown*<sup>4</sup> held that the enquiry under s 6 (1) (c) of the Act does not start or stop with an assessment of whether a person is a volunteer and stated<sup>5</sup>:

*If the requirements of section 6(1)(c)(i) and (2) are met it follows that they are not employees. However it does not follow that they are an employee if these requirements are not met. That is because*

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<sup>2</sup> [2015] NZEmpC 189

<sup>3</sup> At [14]

<sup>4</sup> [2014] NZEmpC 79

<sup>5</sup> At [19]

*subsections (2) and (3) require a more expansive inquiry. The assessment is an intensely factual one, requiring consideration of all relevant matters, including material from which the intention of the parties can be gleaned.*

### **The issues**

[11] The Authority needs to determine the following preliminary issues in this case:

- (a) Was Ms Jamie an employee or a volunteer?
- (b) This will include consideration under s 6 of the Act whether she expected to be rewarded for work she performed and whether she was rewarded for work she performed.
- (c) If Ms Jamie was an employee was she employed by Goldengrove or Ms Silcock?

### **Was Ms Jamie an employee or a volunteer?**

#### *The initial contact*

[12] Ms Jamie was studying at Lincoln University in October 2013 and was looking for work for the summer break. She said in her oral evidence that the Facebook page for Goldengrove turned up in the newsfeed when she was looking at horse related possibilities for work.

[13] Ms Jamie said that the Facebook page from Goldengrove advised it was looking for someone to work with horses however the page was not provided and I cannot place weight on what it said.

[14] What was provided though was a screen shot of a message Ms Jamie sent to Goldengrove's post on 20 October 2013 in which she advised amongst other things that she was a student at Lincoln University and was wondering if there were any job vacancies at the present time. Ms Jamie described herself as a B certificate rider and said that she loves working with horses and has lived around them her entire life. She also set out her riding history and that she was not currently a member at a pony club but has given a few lessons to younger riders and would love to learn more and she has always been told *you never stop learning*.

[15] Ms Silcock replied to the message and suggested that Ms Jamie attend at the property for a trial. The property is at Rakaia and is operated as a stud farm.

[16] It is common ground that Ms Jamie undertook a trial at the property. Ms Jamie recalls she was asked to muck out and at the end of the trial was told to *come back*. Ms Jamie's first day at the property after the trial was 5 November 2013.

[17] Ms Jamie recalled she was told to start at 8am that day but did not recall any other discussion about hours as such. Ms Jamie said that she was told she would receive \$50 per day and understood that she would work four days each week from Tuesday to Friday. She provided Ms Silcock with details of her bank account and understood that payment would be made automatically into her account.

[18] She said there was no discussion of the work being work experience or that she was a working student or pupil. Ms Jamie said that the first time she had heard this term *working student* or *pupil* was after she left. There was reference in the evidence of Mr Ffoulkes and Ms Silcock to Goldengrove providing WWOOF (World Wide Opportunities on Organic Farms). Ms Jamie did not accept that was discussed or that she had knowledge of that. Ms Jamie said that she concluded she had been employed and that her employer was Goldengrove. Some emphasis was placed on Ms Jamie receiving riding lessons which are quite expensive. Ms Jamie said that in total she only received two riding lessons during the entire period she worked at the Goldengrove property.

[19] Ms Silcock says that she spoke with Ms Jamie from the outset and advised that there was no scope for employment but that she was looking for someone to assist her with her competition horses if she would like to come and stay on the farm on a volunteer basis. Ms Silcock is not a director or shareholder of Goldengrove although she said in evidence that she did some work for Goldengrove including some basic accounts work. Ms Silcock did not recall saying that she would pay Ms Jamie \$50 per day. She said that she always made it really clear to those working with her that they were working pupils and would not be paid.

[20] Mr Ffoulkes said that it is very common in the equine industry for young people to start out working as a student or pupil on a stud farm to learn how the industry operates, understand maintaining horses and other necessary skills. He said

that this involves working on the farm in exchange for accommodation, food and other benefits such as free riding lessons or access to the horses.

*Days and hours of work*

[21] Ms Jamie said that although the original agreement was that she would start at 8am each day and work 4 days per week this changed soon after she started working with the days she worked increasing to 7 days per week and the hours she worked increasing to between 6am to 10pm each day.

[22] Mr Ffoulkes did not agree that these were the hours worked and said that the start time was between 8am-8.30am with two and a half hours break and Ms Jamie was away from work between 5pm and 6pm. Mrs Silcock agreed with this evidence and said that initially she had said to Ms Jamie to do 5 days and maybe 6 days per week.

*Duties*

[23] Ms Jamie said that she would feed out horses, muck out horse boxes, put horses into the paddocks and check that all the horses had enough water and feed to last the day. When the daily tasks were done Ms Jamie said that she undertook whatever else needed to be done. Ms Jamie said that when she was on the property they were constantly scanning and covering mares and collecting semen from stallions and she would sometimes deliver semen to the airport for transport to other places.

[24] Mr Ffoulkes in his evidence said that Ms Jamie's work at the farm was on the basis of assisting with the competition horses belonging to his wife and not connected substantially to the activities of Goldengrove. He acknowledged that there were some overlapping activities when she would on occasion make deliveries but he said this was limited and unplanned.

[25] Ms Jamie did not see any distinction between the breeding horses and the competition horses and did not agree that she was only working with the competition horses. She said that she was working with the young stock and breeding stock.

*Payments*

[26] Payments were made to Ms Jamie by automatic bank deposit by Goldengrove as set out below:

<b>Date</b>	<b>Amount</b>
13 November 2013	\$ 350
22 November 2013	300
28 November 2013	300
5 December 2013	300
12 December 2013	300
19 December 2013	300
30 December 2013	300
6 January 2014	300
10 January 2014	300
20 January 2014	200
29 January 2014	231
29 January 2014	200
4 February 2014	300
11 February 2014	300

[27] In her written statement, Ms Silcock suggested that she had paid Ms Jamie amounts of \$300 and at other times lesser sums when and only if such money was requested. She referred to these at various times as loans. In her oral evidence, Ms Silcock, when questioned about the regular nature of the payments by automatic payment into Ms Jamie's bank account said that she had accidentally, after the first payment, selected the automatic payment function.

[28] Ms Silcock said that she stopped the automatic payments at the end of December/early January when Mr Ffoulkes noticed the sums were coming out of Goldengrove accounts and questioned Ms Silcock about this. I do note that payments made on 4 and 11 February 2014 were made from Goldengrove.

[29] The automatic nature of the payment into Ms Jamie's bank account and the fact that Ms Silcock said in her oral evidence she was unaware that \$300 was being deposited into Ms Jamie's bank account automatically each week seems inconsistent with her written evidence. Her written evidence is to the effect that she made any

payments knowingly because Ms Jamie requested money to pay for petrol, Christmas bills and such like. Ms Silcock has attached diary notes where she says that she made these payments. Some have beside them a reminder to get a receipt from Ms Jamie and some others suggest that the payments were in the nature of a loan.

[30] Mr Ffoulkes explained in his oral evidence that Ms Silcock advised him that Ms Jamie had no money and some debt and needed money for petrol and it was on that basis that Ms Silcock had therefore made payments to her. Mr Ffoulkes said that Ms Jamie's inability to afford petrol had been the reason she had not turned up on occasion for work.

[31] Ms Jamie did not accept that she had days off. She said in her evidence that there was only one day that she did not go to work near the end of her time on the property. She said that she also worked all the public holidays that fell within the period she was on the farm. She denied asking Ms Silcock for petrol money to get to and from work. She did accept she was reimbursed petrol for one trip she had done to Kaiapoi for work purposes although said she was not for some other work related trips during which she used her own car.

#### *Accommodation and food*

[32] Ms Jamie said that in early January she moved into a spare room at the stud farm property because she was struggling to get to work on time to start at 6am and would often arrive some 15 to 20 minutes late. She did not pay for the accommodation or power and food was provided. Mr Ffoulkes said that he thought Ms Jamie moved into the accommodation about November and Ms Silcock in her evidence said that it was before Christmas.

#### *The finish date*

[33] It is common ground that Ms Jamie left the property on 20 February 2014 and sent a text to Ms Silcock advising that she would not be at work that day and would not be working longer. She said that she decided to finish work because she did not think it was a healthy working environment with the long working hours and for some other reasons that I do not need to set out. She resumed University studies soon after.

[34] Ms Jamie said that she was not paid for her final two weeks of work and did not receive any holiday pay. On 7 March 2014 she made a complaint with MBIE about her unpaid wages and holiday pay.

*Communication with the Labour Inspector*

[35] Given the significant conflicts in the evidence about the nature of Ms Jamie's status when she undertook work on the property I have had careful regard to what was communicated to Mr Wang by Mr Ffoulkes over the period leading up to the improvement notice being issued and the proceedings being lodged.

[36] Mr Wang commenced his communication with Mr Ffoulkes by a telephone conversation on or about 23 June 2014. A formal letter was then sent to Mr Ffoulkes on 27 June in which Mr Wang recorded Mr Ffoulkes advice that Ms Jamie was a *working student*. He explained the role of the Labour Inspector and asked for a written response by 3 July 2014.

[37] Mr Ffoulkes did not put anything in writing about why he considered Ms Jamie was not an employee. He said in his oral evidence that as he did not have a lawyer he was nervous about putting things in writing. What he did say at that time I find is mainly contained in a note of a telephone conversation when he telephoned Mr Wang on 29 July 2014. Mr Wang made a note of the conversation as follows – *Employer Paul called, saying he has just returned from Australia and seen my letter. Paul says their stud farm never offers IEA to anybody, rather people pay to come to them to learn the experience, that's what he meant by "working student" – there was no employment relationship involved, they don't pay PAYE. I asked Paul to put that down in writing. He agreed.*

[38] On 28 August 2014 Mr Wang received an email from Mr Ffoulkes saying that his lawyer was looking into the matter and would get back to Mr Wang very soon. Mr Wang never heard from his lawyer. On 29 August Mr Wang in an email to Mr Ffoulkes questioned why if people paid to learn the experience was Ms Jamie paid \$300 net per week.

[39] Mr Wang again emailed Mr Ffoulkes on 11 September 2014 and asked for Mr Ffoulkes to explain why he said there was no employment relationship while Ms Jamie worked on the stud farm. He asked for a response by 17 September 2014.

[40] On 14 October 2014 Mr Wang telephoned Mr Ffoulkes to chase up his written response. A note was taken of the call. It records that Mr Ffoulkes advised his lawyer had instructed him not to talk to Mr Wang while he was taking Ms Jamie to the Disputes Tribunal. Mr Wang asked if he could go to the stud farm and talk to Mr Ffoulkes but Mr Ffoulkes said that he was not going to provide any information while the court case was going on and he would get his lawyer to contact Mr Wang that day.

[41] There was no contact made with Mr Wang by Mr Ffoulkes lawyer as promised. On 17 November 2014 Mr Wang emailed Mr Ffoulkes to advise that Ms Jamie was unaware of any Disputes Tribunal claim against her and it was separate to Ms Jamie's complaint to the Labour Inspector. Mr Ffoulkes was given until 19 November 2014 to explain why Ms Jamie was not an employee and was not entitled to what she was owed as an employee or face compliance action.

[42] The only response received was an email from Ms Silcock which provided – *Can you please forward us Kyra's postal address so we can serve the papers on her. Again Kyra was a working pupil here.*

[43] On 24 November 2014 Mr Wang issued and served a notice for Goldengrove to produce for inspection, time, wage and holiday records for Ms Jamie for the period of November 2013 to February 2014 within 3 days under s 229 (1) (c) of the Act. No records were provided and the notice was not complied with.

[44] On 4 December 2014 Mr Wang issued and served at the registered office of Goldengrove which is the same as its address for service an improvement notice pursuant to s 223D of the Act. The improvement notice required time and wage records and an assessment of entitlements for Ms Jamie and any other person working on the property or in relation to its business.

[45] There was no compliance with the improvement notice although no objection was lodged to it.

### ***Conclusion about whether Ms Jamie was an employee***

#### *Volunteer*

#### *Was there an expectation or otherwise of reward*

[46] Mr Riches referred in his submissions to three cases of the Employment Court about volunteers<sup>6</sup>. These cases were about relationships where the applicants accepted initially they were volunteers but said that the relationship changed or developed over time to an employment relationship. In the matter involving Mr Mathieson he accepted a voluntary agreement that he would live rent free in the property in return for carrying out caretaking duties but said he had a separate employment agreement for carrying out remedial work on the property.

[47] I find the circumstances in the three cases referred to by Mr Riches to be distinguishable from those involving Ms Jamie. I prefer the evidence of Ms Jamie to that of Ms Silcock that there was no discussion and agreement before she commenced work on the stud farm that she would do so on a voluntary basis for education and learning purposes as a pupil without reward.

[48] I find that there was from the outset a discussion with Ms Silcock that Ms Jamie would be paid \$50 per day. Ms Jamie says that is the reason for the first payment into her account of \$350 and thereafter it was agreed she would receive \$300 net per week for work undertaken.

[49] That finding is supported by the fact that payments of \$300 net were made by automatic payment into Ms Jamie's bank account by Goldengrove until 10 January 2014 when for a period they stopped until 4 February 2014. Between those times there was \$631 paid into Ms Jamie's account with two of those payments for \$231 and \$200 made on 29 January 2014. Ms Jamie said one of the sums in all likelihood paid at that time related to some feed she had paid for personally at Warren's Equine as the cheque she had been given was not signed. She thought the balance was for petrol. The payments of \$300 net then resumed again for two more weeks on 4 February. For completeness PAYE was not paid.

[50] I accept Mr La Hood's submission that Ms Silcock's evidence about the payments to Ms Jamie being accidental and not intentional is unlikely. The evidence is also inconsistent with Ms Silcock's written evidence that she knowingly made payments for out of pocket expenses and because Ms Jamie requested payment. I do not find that Mr Riches' submission that the payments made on a regular basis were to

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<sup>6</sup> *Hambly and others v Museum of Transport and Technology Board* [2011] NZERA Auckland 33  
*Mathieson v The Beecroft Garden Trust* [2012] NZERA Christchurch 215  
*Elizabeth Strachan v Robert Moodie* [2012] NZEmpC 95

cover out of pocket expenses, when most of the payments are for the same amount, persuasive.

[51] Ms Jamie accepted in her evidence when questioned as to the low daily/weekly payment that it was hard to get work in the equine industry and make money. She said when \$50 per day was initially offered she did not think it too low for a standard day in the industry for standard hours. Relevantly I accept Ms Jamie's evidence as more likely that she did not live in the farm property until early January 2014 and not at an earlier time as stated by Mr Ffoulkes and Ms Silcock in their evidence. I note from Ms Jamie's bank statements there is still reference to a *rent periodic pay* on 27 December 2013 which would support the payment of rent to live elsewhere to that time.

[52] I do not find that Ms Jamie was a volunteer when she was working on the stud farm. I find she expected to be rewarded initially by way of a \$50 per day payment and then \$300 net per week and she was so rewarded.

[53] After Ms Jamie left work there was the following Facebook message exchange between Goldengrove and Ms Jamie.

*Goldengrove StudFarm*

*Is your mare in foal do you want some weekend work this weekend 3/7  
5.23pm*

*Kyra Jamie*

*No im fine for work thank you I just want to be paid the wages you  
owe me. [bank account number supplied] 3/7 5.29pm*

*Goldengrove StudFarm*

*Good as we will take the \$ off you owe for the keep is that ok? 3/7  
5.30pm*

*Kyra Jamie*

*Please pay me the remaining wages you owe me. the remitted account  
will be handled by my parents whom the account should have been  
made out to, not me as they own missy (the horse) 3/7 5.45pm*

*Goldengrove StudFarm**The deal was with you not your mum eh 3/7 7.34pm*

[54] I have regard to the relevant matters to be considered under s 6 of the Act as to whether Ms Jamie was an employee during her time on the stud farm. I am guided by the judgment of the Supreme Court in *Bryson v. Three Foot Six Limited*<sup>7</sup> as I do so.

[55] I find there was a common intention that Ms Jamie would undertake work on the stud farm and that she would be paid for doing so. I accept Mr La Hood's submission that the nature of the work Ms Jamie did could be considered work in the equine industry or anywhere else.

[56] As to whether there was a common intention that Ms Jamie would in undertaking such work do so as an employee, it is clear that from the time the matter was first raised by the Labour Inspector with Mr Ffoulkes he denied that Ms Jamie was an employee and said she was a working pupil.

[57] Ms Jamie mainly worked under the control and supervision of Ms Silcock and was instructed to do various jobs on the stud farm. The work she undertook of mucking out, feeding, watering and exercising horses was integral to the business of the stud farm. Although Ms Jamie believed that PAYE would have been paid on her behalf that was not in fact the case. Mr Riches referred to industry practice in the equine industry supporting the use of volunteers. I accept Mr La Hood's submission that the relationship should be assessed on its own facts. Ms Jamie I have found was not a volunteer.

[58] I find that Ms Jamie had a relationship in the nature of employment. The next issue is who she had that relationship with.

**Was Ms Jamie employed by Goldengrove or Ms Silcock?**

[59] Ms Jamie says that she was employed by Goldengrove but that company denies authorising the employment or payment of Ms Jamie and says that the relationship she had was with Ms Silcock.

[60] Ms Jamie has the onus of establishing on the balance of probabilities who her employer was.

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<sup>7</sup> [2005] ERNZ 372

[61] The Employment Court judgment in *Mehta v Elliott (Labour Inspector)*<sup>8</sup> provides guidance for the Authority in investigating the identity of the employer as follows<sup>9</sup>:

*The question of who was the employer must be determined as at the outset of the employment. If that changed during the course of the employment, there must be evidence of mutual agreement to that change. Because Messrs Sheikh and Mehta give different accounts of who they believed employed Mr Sheikh, it is necessary to apply an objective observation of the employment relationship at its outset with knowledge of all relevant communications between the parties. Put another way, who would an independent but knowledgeable observer have said was Mr Sheikh's employer when he commenced employment?*

[62] Ms Jamie had messaged Goldengrove's Facebook page about the possibility of work. She then had contact from Ms Silcock who asked her to undergo a trial and then arranged a start date and time. I could not be satisfied that anything was clearly said to Ms Jamie that she would not be employed by Goldengrove but by Ms Silcock and/or that there was a difference in the ownership of horses on the stud farm property. There was no written employment agreement. Payments received by Ms Jamie were from Goldengrove. Mr Ffoulkes said that he raised concerns with Ms Silcock about Goldengrove making payments to Ms Jamie in late December or early January but two further payments were made in February 2014 from Goldengrove.

[63] Although Mr Ffoulkes clearly disputed with the Labour Inspector that Ms Jamie was an employee he did not I find state at that time that Ms Jamie undertook work or was employed by Ms Silcock.

[64] I find that an independent but knowledgeable observer would have said Ms Jamie was employed by Goldengrove at the time she commenced employment. The evidence does not support that her employer later changed from Goldengrove to become Ms Silcock and/or that Ms Jamie agreed to this.

[65] I find on the balance of probabilities that it was Goldengrove and not Ms Silcock who employed Ms Jamie.

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<sup>8</sup> [2003] 1 ERNZ 451

<sup>9</sup> At [22]

**Further Action**

[66] Ms Jamie was an employee of Goldengrove.

[67] The parties are now directed to attempt to reach agreement about the Labour Inspector's claims. I want to have a progress report from Ms Baldwin by the end of January 2016. If no resolution is possible then I shall promptly set the matter down for an investigation meeting to investigate matters about wage, time and holiday records, minimum wages, holiday pay including issues about working on public holidays and penalties.

**Costs**

[68] I reserve the issues of costs

Helen Doyle  
Member of the Employment Relations Authority