

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2025] NZERA 827

3344340

BETWEEN	A LABOUR INSPECTOR OF THE MINISTRY OF BUSINESS INNOVATION AND EMPLOYMENT Applicant
AND	G & G BOLINA LIMITED T/A FOUR SQUARE TAUHARA First Respondent
AND	GURVINDERPAL SINGH Second Respondent

Member of Authority: Rachel Larmer

Representatives: Tim Gray, counsel for the Applicant  
Sanjay Sharma, counsel for the Respondents

Investigation: On the papers

Information received: 15 December 2025 from the Applicant  
16 December 2025 from the Respondent

Date of Determination: 18 December 2025

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**CONSENT DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] This matter determines claims made by a Labour Inspector against the respondents that involved breaches of employment standards and wage arrears, and which involved two complainants, Paramjit Kaur and Guriqbal Singh Bains, who are together referred to in this determination as “the Complainants”.

[2] During the Labour Inspector's investigation of the complainants' complaints, additional issues were identified that related to the first respondents' two employees, Arti Raiyat and Shanese Sharland, who are together referred to in this determination as "the Employees".

[3] With the exception of the Labour Inspector's penalty claims, the parties have resolved the other claims by agreement. They have jointly sought a consent determination from the Authority.

[4] By agreement, the outstanding penalty claims will be determined 'on the papers' after the parties have been given an opportunity to lodge submissions on penalties.

### **The Authority's investigation**

[5] This consent determination has been based on the parties' joint memorandum dated 12 December 2025, which was lodged with the Authority on 15 December 2025.

[6] The parties asked for the Authority to issue a consent determination recording the agreed terms on which the non-penalty related claims were settled. Accordingly, this consent determination records the various agreements and settlement outcomes the parties have reached, which now become final, binding and enforceable findings and orders of the Authority.

### **The parties**

[7] The applicant is a Labour Inspector designated under section 223 of the Employment Relations Act 2000 (the "Act") and is employed by the Ministry of Business, Innovation and Employment ("MBIE").

[8] The first respondent is a limited liability company incorporated on 20 August 2012. The first respondent's registered office and address for service is 163 Taharepa Road, Tauhara, Taupo, 3330, New Zealand. The first respondent operates a general grocery store in the retail industry.

[9] The first respondent is an accredited employer under the Accredited Employer Work Visa ("AEWV") Scheme operated by Immigration New Zealand ("INZ").

[10] The second respondent was one of the two directors of the first respondent from the date of its incorporation on 20 August 2012 until 23 December 2021, and is a 50% shareholder of the first respondent.

[11] The second respondent was personally involved in each of the first respondent's breaches of employment standards set out in this statement of facts. At the time of the events related to the breaches, the second respondent was a former director but remained a 50 per cent shareholder of the first respondent. He accepted he was 'a person involved in breaches of employment standards' in accordance with 142W(1)(c) of the Employment Relations Act 2000 ("the Act").

### **The complaint and investigation**

[12] The current matter originates from a complaint about the respondents that was made to the Labour Inspectorate by Paramjit Kaur ("Paramjit") on 18 December 2023 and a complaint by Guriqbal Singh Bains ("Guriqbal") made to the Ministry of Business, Innovation and Employment (MBIE) on 21 December 2023 and forwarded to the applicant on 5 March 2024.

[13] Paramjit was employed by the first respondent from 16 October 2023 to 7 December 2023 as a store assistant. Guriqbal was employed by the first respondent from 31 August 2023 to 1 December 2023 as a store assistant.

[14] The applicant carried out an investigation into the complaints. As part of this investigation, the applicant analysed records provided by the respondents and by employees of the first respondent including the complainants. The records analysed included employment agreements, employment records, holiday and leave records, payslips, bank transaction records, Google Map timelines, immigration records, Inland Revenue records, and audio recordings.

[15] The applicant also conducted interviews and considered the interview statements of the complainants and the respondents, which provided context and clarification on the issues raised. The respondents cooperated with the applicant's investigation, including by providing the requested records and participating in interview.

[16] The applicant analysed records and explanations provided by the complainants and the respondents.

[17] On 18 October 2024 the applicant concluded its investigation and sent a draft investigation report to the respondents. In its investigation, the applicant identified issues relating to the Complainants, and to Arti Raiyat and Shanese Sharland who were also employees of the first respondent.

[18] On 5 December 2024, the applicant filed its Statement of Problem with the Authority.

[19] On 27 January 2025, the respondents filed their Statement in Reply with the Authority.

### **Arrears owing**

[20] The respondents agree that the following arrears are owing:

- (a) Pursuant to section 11 of the Minimum Wage Act 1983 (“MWA”), minimum wage arrears of:
  - (i) Paramjit KAUR – \$8,137.19 (gross).
  - (ii) Guriqbal Singh BAINS \$7,978.22 (gross).
- (b) Pursuant to section 12A(2) of the Wages Protection Act 1983 (“WPA”), premium arrears of:
  - (i) Guriqbal Singh BAINS - \$10,000.00 (nett).
- (c) Pursuant to section 77 of the HA, arrears arising from breaches of sections 50 and 56 and 60 of the HA as follows:
  - (i) Guriqbal Singh BAINS – \$460.68 (gross).
- (d) Pursuant to section 77 of the Holidays Act 2003 (“the HA03”), annual holiday pay arrears and annual holiday entitlement in accordance with sections 16, 23 and 40 of the HA03 as follows:
  - (i) Paramjit KAUR – \$695.86 (gross).
  - (ii) Guriqbal Singh BAINS – \$867.29 (gross).
  - (iii) Arti RAYAIT – reinstate 1.77 weeks annual holiday entitlement.
  - (iv) Shanese SHARLAND – reinstate 1.07 weeks annual holiday entitlement.

**Premium for employment**

[21] The second respondent requested that Paramjit and Guriqbal pay him \$10,000.00 each for the immigration costs related to their AEWVs to secure their employment as store assistants. This included costs for the INZ employer accreditation application, the recruitment costs for the two Complainants and costs for reviewing and preparing documents for the Complainants' visa applications.

[22] Immigration New Zealand requires that accredited employers commit to paying all recruitment costs in and outside of New Zealand and not to pass on to their AEWV employees some of which included: advertising costs, recruitment agency fees, employer accreditation fees and job check application fees. The respondents were therefore not entitled to seek to recoup these costs from the Complainants. The second respondent was a person engaged on behalf of the first respondent who sought a premium for employment from both Paramjit and Guriqbal.

[23] Guriqbal paid \$10,000.00 to the second respondent as requested. Paramjit did not pay the requested premium.

[24] The first respondent breached section 12A of the Wages Protection Act 1983 ("the WPA") in seeking premiums from Paramjit and Guriqbal and by receiving an employment premium from Guriqbal.

**Employment agreements**

[25] The first respondent's employment agreements with Paramjit and Guriqbal did not contain a plain language explanation of the services available for the resolution of employment relationship problems, including reference to the 12-month period within which a sexual harassment personal grievance must be raised, which is mandatory information in terms of section 65 of the Act.

[26] The first respondent's employment agreements with Arti Rayait and Shanese Sharland contained a clause related to the employee's entitlement to breaks which stated that the breaks will be at a reasonable and suitable length. This was contrary to section 69ZD of the Act which stipulates the employee's entitlement to, and the employer's duty to provide, rest breaks and meal breaks, and defines the length of these breaks.

[27] The first respondent failed to provide compliant employment agreements to Arti Rayait and Shanese Sharland that included mandatory information in line with the requirements of section 65(2)(a)(vi) of the Act and did not contain anything contrary to law as required under section 65(2)(b) of the Act.

### **Wage and time records**

[28] The wage and time records provided by the respondents did not record Paramjit's and Guriqbal's postal address.

[29] The wage and time records provided by the respondents did not record the number of hours worked each day in a pay period and the method of calculation for those hours for Paramjit, Guriqbal, and Arti Rayait.

[30] Guriqbal started employment on 31 August 2023, as opposed to 11 September 2023 as recorded in the first respondent's wage and time records.

[31] Paramjit started employment on 16 September 2023, as opposed to 2 October 2023 as recorded in the first respondent's wage and time records.

[32] Guriqbal worked mostly seven days a week with a variable number of hours worked daily ranging from 2 to 15 hours a day, whereas the records provided by the first respondent incorrectly showed that he always worked five days a week for six hours a day.

[33] Paramjit worked between five and seven days a week with a variable number of hours worked daily ranging from 2 to 15 hours a day. The records provided by the first respondent incorrectly showed that she always worked five days a week for six hours a day.

[34] The first respondent failed to keep compliant wage and time records for Paramjit, Guriqbal and Arti Rayait, as required under section 130 of the Act.

### **Holiday and leave records**

[35] The first respondent's holiday and leave records did not record the date on which Paramjit's and Guriqbal's employment commenced.

[36] The first respondent did not accurately record the number of hours worked each day in a pay period and the pay for those hours for Paramjit, Guriqbal and Arti Rayait.

[37] The first respondent's holiday and leave records did not record Arti Rayait's and Shanese Sharland's current entitlement to annual holidays.

[38] The first respondent's holiday and leave records did not record the date on which Arti Rayait last became entitled to annual holidays.

[39] The first respondent's holiday and leave records did not record dates of, and payments for, any public holiday on which Guriqbal worked, the number of hours that he worked on any public holiday and the date on which he became entitled to any alternative holiday.

[40] The first respondent failed to keep compliant holiday and leave records for the employees as required under section 81 of the HA03.

### **Minimum wage**

[41] The Complainants were not paid for all hours worked at no less than the applicable minimum wage rate.

[42] The Complainants commenced their employment two to three weeks prior to when the first respondent began to pay them. The Complainants also worked variable hours that were greater than the 30 hours per week for which they were paid by the first respondent.

[43] The first respondent paid Guriqbal weekly for 30 hours at his contractual rate of \$29.67 in the period from the week ending on 17 September until the week ending on 26 November 2023.

[44] Guriqbal was not paid for 351.46 hours worked in the period from 31 August to 1 December 2023. The applicant applied the minimum wage rate of \$22.70 per hour and calculated a total of \$7,978.22 gross arrears.

[45] The first respondent paid Paramjit weekly for 30 hours at her contractual rate \$29.67 in the period from the week ending on 8 October until the week ending on 10 December 2023.

[46] Paramjit was not paid for 358.47 hours worked in the period from 16 September to 7 December 2023. The applicant applied a minimum wage rate of \$22.70 and calculated a total of \$8,137.19 gross arrears.

[47] The first respondent failed to pay at least the minimum wage for all the hours worked by Paramjit and Guriqbal, as required by section 6 of the Minimum Wage Act 1983 (“the MWA”).

### **Worked public and alternative holidays**

[48] The first respondent failed to pay Guriqbal correctly for a public holiday worked.

[49] Guriqbal worked Monday 23 October 2023 (Labour Day) for 8.72 hours. Guriqbal was paid by the first respondent for Monday 23 October 2023 as an unworked public holiday. The difference between what the first respondent paid at an ordinary rate, and what the first respondent should have paid for the hours worked on a public holiday at a rate of time and a half, was \$209.92 gross owed to Guriqbal.

[50] Guriqbal did not receive an alternative holiday for working on Labour Day, either during his employment or on termination.

[51] The first respondent failed to pay Guriqbal for an alternative holiday due on termination in the amount of \$250.76 gross based on the average daily pay (“ADP”) for their last day of employment.

[52] The first respondent failed to pay Guriqbal at least time and a half for working on a public holiday, contrary to section 50 of the HA03.

[53] The first respondent failed to provide Guriqbal with an alternative holiday for working on a public holiday that fell on an otherwise working day for him, contrary to section 56 of the HA03.

[54] The first respondent failed to pay Guriqbal for the alternative holiday not taken during his employment, contrary to section 60 the HA03.

### **Relationship between public holiday and annual holidays**

[55] The first respondent failed to treat Monday, 1 April 2024 (Easter Monday) as a public holiday when that public holiday fell while the employee Arti Rayait was taking their annual holidays, from 1 April to 3 May 2024 and therefore reduced the employee’s entitlement to annual holidays by 0.2 weeks. This was contrary to the requirements of section 40 of the HA03.

**Annual holidays**

[56] The first respondent wrongly paid employees 8% holiday pay with their wages during their whole employment period. All employees were on permanent employment agreements; had never agreed in writing to be paid 8% holiday pay in with their wages; and had regular work patterns throughout their respective employment.

[57] The first respondent failed to provide Arti Rayait and Shanese Sharland four weeks of annual holidays for each completed 12-months of continuous employment, since the start date of their employment, as a consequence of paying 8% holiday pay with their wages. This therefore reduced Arti Rayait's entitlement to annual holidays by at least 1.57 weeks, and Shanese Sharland's entitlement to annual holidays by at least 1.07 weeks.

[58] This was contrary to the requirements of section 16 of the HA. The first respondent incorrectly paid annual holiday pay with the employees' pay in circumstances where section 28(1) of the HA03 did not apply. The annual holiday entitlements of Arti Rayait and Shanese Sharland will be reinstated in accordance with section 28(4) of the HA03 or paid out in case their employment with the respondents has been terminated.

[59] The first respondent failed to pay Paramjit and Guriqbal correct annual holiday pay on termination of their employment. This was contrary to section 23 of the HA03.

[60] Guriqbal worked for the first respondent from 31 August to 1 December 2023 or for 14 weeks and was paid a total of \$783.29 gross annual holidays paid with his wages.

[61] The first respondent's employment records show that the first respondent did not pay Guriqbal his annual holiday pay at the end of his employment. The applicant calculated Guriqbal's annual holiday pay on termination of employment at 8% of the gross earnings since the beginning of their employment reduced by \$783.29 gross annual holiday paid with his wages and found that Guriqbal was owed \$884.11 gross.

[62] Paramjit worked for the employer from 16 September to 7 December 2023 or for 13 weeks. During this period the first respondent paid a total of \$640.87 gross annual holiday with her wages.

[63] The first respondent's employment records for Paramjit showed that the first respondent did not pay her annual holiday pay at the end of her employment. The applicant

calculated Paramjit's annual holiday pay on termination of employment at 8% of the gross earnings since the beginning of her employment reduced by \$640.87 gross annual holiday paid with her wages and found that Paramjit was owed \$695.86 gross.

### **Involvement of the second respondent in breaches of employment standards**

[64] The second respondent is 'a person involved in the breaches of employment standards' that have occurred regarding this matter. He is a former director and a shareholder of the first respondent and exercised significant influence over the management and administration of the business.

[65] The second respondent's role included recruiting new employees, conducting interviews with the candidates, advising the employees of their duties and their remuneration, offering them an employment agreement, keeping manual records before an automated payroll system (Crystal Payroll) was introduced into the first respondent's business, and determining how much employees would be paid.

[66] The second respondent was the controlling mind of the first respondent. He exercised significant influence over the recruitment, employment, and management of the complainants.

[67] The second respondent was responsible for signing employment agreements, directing hours of work, shifts, and time off, issuing disciplinary letters, and communicating with the complainants regarding their employment.

### **Orders**

[68] Within 28 days of the date of this determination, the respondents are ordered to:

- (a) Pay the applicant the amounts payable as recorded in this determination. These amounts payable are for the use of the Complainants and Employees identified in this determination.
- (b) Reinstate the correct leave balances recorded in this determination.

### **Penalty claims**

[69] The agreed timetable, as proposed by the parties in the applicant's email to the Authority dated 15 December 2025, applies to the lodging of any affidavit evidence and/or submissions relevant to an 'on the papers' determination of the outstanding penalty claims.

**Costs**

[70] Costs will be determined ‘on the papers’ at the same time the penalty claims are determined. Parties are to lodge and serve their costs submissions as per the agreed timetable that applies to the outstanding penalty claims.

Rachel Larmer  
Member of the Employment Relations Authority