

FEBRUARY 2023 MONTH IN REVIEW

British Columbia

LAWS & ANNOUNCEMENTS

Minimum Wage

Jan 1: BC increased the [agriculture piece-rate minimum wage](#) for by 2.8% covering farm workers who hand-harvest 15 agricultural crops, including peaches, apricots, Brussel sprouts, daffodils, mushrooms, apples, beans, blueberries, cherries, grapes, pears, peas, prune plums, raspberries and strawberries.

New Laws

Jan 20: As a guard against inflation, moderate- and low-income families with children under 18 will be getting up to \$350 more in BC Family Benefit payments in the first 3 months of 2023. Among eligible families, approximately 84% will get at least an additional \$50 per month.

Privacy

Jan 27: The BC Privacy Commissioner called on the province to beef up privacy law protections to prevent data breaches in the private sector the way it has for the public sector.

Action Point: Find out the 12 things you should do to [prevent data breaches](#) at your workplace

Workers Comp

Feb 28: That's the deadline for the first group of BC employers to submit their actual 2022 payroll numbers to WorkSafeBC. For some employers, the reporting deadline is

either March 15 or March 31, depending on the last 2 digits of their employer account number.

CASES

Termination: Bad Faith Dismissal Costs Employer \$100,000 in Punitive Damages

An airline employee claimed that his employer subjected him to a “sustained pattern” of bad faith and abusive conduct against him that continued even after he was fired. In addition to over \$100,000 in wrongful dismissal damages, he asked for another \$100,000 in punitive damages. The BC court gave him what he wanted, citing his unfair demotion and reassignment from customer service to terminal work and accompanying 25% cut in salary, unwarranted discipline, unsupported accusations of time theft and other actions designed to humiliate and embarrass the employee [[Chu v China Southern Airlines Company Limited](#), 2023 BCSC 21 (CanLII), January 5, 2023].

Action Point: Find out about the [5 ways you can get socked with punitive damages](#) for bad faith termination

Termination: Employment Contract Termination Limit Clause Is Enforceable

All agreed that laying off a senior print department pressman during the COVID pandemic was constructive dismissal. The employment contract said that he'd get only the minimum notice required by the ESA if he was terminated without cause. And that's exactly what he got—6 weeks for his 6 plus years of service. But the employee noted that 6 weeks' notice is below the ESA 8-week maximum for a group layoff. And since it was an illegal attempt to contract for benefits below ESA minimums, the termination clause was invalid and didn't bar him from recovering more generous “common-law notice.” But the BC court didn't buy it. This was an individual and not a group termination. So, the 8-week maximum didn't apply. Nothing in the termination clause suggested that the company was trying to limit his entitlement in case of a group termination the court added [[Forbes v Glenmore Printing Ltd.](#), 2023 BCSC 25 (CanLII), January 6, 2023].

Action Point: Find out why [contract termination notice limits](#) are so hard to enforce