

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

WA 174/08
5134616

BETWEEN

BRC LIMITED
Applicant

AND

RODNEY BAKER
Respondent

Member of Authority: P R Stapp

Representatives: Brian Ross for Applicant
Rodney Baker in person

Telephone: 22 December 2008

Determination: 22 December 2008

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] The applicant is seeking recovery of money it says it is owed by Mr Baker when Mr Baker left his employment without notice. The recovery includes compensation for one month's notice not given, vehicle hire account, advances in wages paid and a telephone account owing.

[2] Mr Baker opposed the application.

Issues

[3] How much is owed between the parties?

The facts

[4] Mr Baker was employed by BRC Limited. The parties did not sign off an individual employment agreement, although one was presented to Mr Baker, but he declined to sign it.

[5] Mr Baker left his employment dissatisfied with the way things had turned out between him and Mr Ross. Mr Ross responded with an invoice for the money claimed in this application to be paid by Mr Baker. The money claimed includes off setting holiday pay and exceeds the holiday pay.

Determination

[6] Mr Baker's reply to the Authority included various complaints about how his employment with the company turned out. It is not the place in this application to deal with those complaints. Mr Baker accepted that he owed the sum claimed for the telephone account and agreed to deduct the sum off the final amount determined to be payable.

[7] Mr Baker left his employment on 3 June 2008.

[8] The advance on wages related to the pay period ending 8 June 2008 when Mr Baker was paid \$625.25 gross or \$496.22 nett after tax was deducted. Mr Baker says that he was not paid for work in his final week (week ending 1 June 2008) because of difficulties over his timesheets.

[9] Mr Baker's holiday pay was calculated as \$410.82 gross or \$329.95 nett after tax.

[10] The telephone account claimed is \$198.14, although invoices for that item show a sum of \$176.12 dated 6 June 2008.

[11] There was also a claim for vehicle hire in two sums: (1) \$275.56 in a tax invoice dated 6 June 2008, and (2) \$310 9 July 2008 letter. There is some doubt that

this claim would have a successful outcome in the absence of any contractual arrangement and differences that exist over what happened and the amount involved.

[12] The claim from Mr Ross for Mr Baker leaving his employment without giving notice did not involve any particulars or details of any damage incurred by the respondent. In discussions Mr Ross informed me that he estimated the \$6,000 was claimed on the basis of Mr Baker's charge out rate. There were no itemised damages provided for the claim to have any likelihood of success at this time.

[13] The parties agreed the remaining issue was to do with would be owed between the parties.

[14] The remaining issues included the wages advance (30.5 hours), any payment owed for the last week of work in the week ending 1 June (50 hours work usually undertaken) and holiday pay and the phone account and the \$70 filing fee for the application in the Authority. Mr Baker accepted the advance and telephone account should be paid but requested they be off set by his holiday pay and outstanding wages. Mr Ross was still concerned about the company's costs.

[15] In discussing the above both parties agreed to a nil arrangement to bring closure to the matter.

Orders of the Authority

[16] I accept that both parties have agreed on a nil amount to resolve the employment relationship problem. They accepted that this represents a full and final settlement of the employment relationship problem.

[17] In order to formalise the position reached by the parties it is my decision there is to be a nil order and a payment is not required from either party.