

[4] Mr Inan was employed as a Barista and Assistant Manager and employed pursuant to an individual employment agreement (the Employment Agreement) which had been signed by him and, on behalf of Hoxton, by Mr Andrew Sherry on 26 June 2017.

[5] The Employment Agreement set out at clause 2.1 that Mr Inan's hours were to be worked on a rostered shift basis of between 40 – 45 hours per week. The hourly rate of pay was set out at clause 3.1 as \$22.50.

[6] Mr Inan said that during the final week of his employment with Hoxton, at the request of Hoxton, he worked a 7 day week, totalling 77.50 hours at an hourly rate of \$22.50. He has not received payment in respect of that week.

[7] Mr Inan claims that he is therefore owed the sum of \$1,743.75 gross as confirmed in the payslip issued to him by Hoxton.

Failure of Respondent to attend or be represented

[8] Hoxton did not attend, and was not represented, at the Investigation Meeting despite the Notice of Investigation having been served at the registered office of Hoxton.

[9] An Authority Officer attempted on several occasions to contact Hoxton director, Mr David Adamson, by telephone/ email at email addresses but has been unable to elicit any response.

[10] The Authority Officer also contacted Nightingale Associates, Chartered Accountants, which is the registered office of the Respondent to confirm that it had received the various documents which had been couriered to Hoxton. Nightingale Associated confirmed that it had forwarded the documents to Mr Adamson and also to Hoxton's lawyer, Mr Michael Dineen, who is also a shareholder of Hoxton.

[11] I delayed the commencement of the investigation meeting for some 10 minutes; however Mr Adamson did not arrive. No other representative of Hoxton attended. An Authority Officer attempted to make contact with Hoxton but without success.

[12] For the reasons set out above I am satisfied that Hoxton had notice of the application and the date of the Investigation Meeting and that it chose not to attend or to be represented.

[13] Hoxton has not shown good cause for its failure to attend or to be represented. I have therefore proceeded pursuant to clause 12 Schedule 2 of the Employment Relations Act 2000 to act as fully as if Hoxton had attended or been represented.

Determination

Statutory entitlement to wages

[14] The Wages Protection Act 1983 governs the payment of wages between an employer and an employee. In accordance with s 4: “an employer shall, when any wages become payable to a worker, pay the entire amount of those wages to that worker without deduction.”

[15] Mr Inan’s claim that he was not remunerated for his last week of employment with Hoxton is supported by documentation substantiating the date for which he is claiming non-payment and he gave evidence by way of affirmation which supported the documentary material filed with the Authority.

[16] I find that Mr Inan is entitled to payment of wages for the hours which he worked in the sum of \$1,743.75 gross.

Remedies

Wage claims

[17] Hoxton is ordered to pay Mr Hakan the sum of **\$1,743.75 gross** in respect of unpaid wages for the week ending 16 September 2018. **Payment is to be made within 7 calendar days of the date of this Determination.**

Interest

[18] The Authority has the power to award interest if it thinks fit pursuant to clause 11 of the Second Schedule of the Act at the rate prescribed by the Judicature Act 1908, which is currently 5% per annum¹.

[19] I consider that it is appropriate that Hoxton pays interest on the outstanding sums owed to Mr Hakan.

[20] **Hoxton is ordered to pay interest on the sum awarded to Mr Inan as unpaid wages until such time as the payment has been made in full.**

Filing Fee

[21] **Mr Inan is to be reimbursed the filing fee of \$71.56 by Hoxton.**

Costs

[22] There is no order for costs.

Eleanor Robinson
Member of the Employment Relations Authority

¹ Judicature (Prescribed Rate of Interest) Order 2011 (SR2011/177)