

which were not relevant to the claim. It asserted that certain information would be provided to the Authority by 18 November 2010, but the information was not provided and in any event its relevance to the claim for payment is doubtful. Finally, it asserted that Mr Kenny was not available at 'any particular time' and that he was on 'medical leave.' It said a medical certificate would be forwarded. No certificate was received.

[5] By letter to Mr Kenny dated 16 November 2010, and sent to him at the facsimile number he had provided, the Authority advised Mr Kenny it would require further information in support if he was saying he would not be medically fit to attend the scheduled investigation meeting. Otherwise the meeting would go ahead without him if he did not attend.

[6] There was no response.

[7] No good cause has been shown for Mr Kenny's failure to attend or be represented at the investigation meeting. I therefore proceed under Schedule 2 clause 12 of the Employment Relations Act 2000 to act as fully in the matter as if Mr Kenny had attended and been represented.

The claims for payment

1. Outstanding wages

[8] Ms Meixner was engaged partly in an employed position to carry out the roles of personal assistant, marketing and operations, and administrative support, and partly in a contracted position as a personal trainer. The Authority's jurisdiction is limited to employment relationships and it cannot make any order in respect of payments for the contracted role of personal trainer. It can, however, make an order for the payment of unpaid wages.

[9] Ms Meixner says, and I accept, that she did not receive payment for the week's pay owed to her as at the date of termination of her employment. The wage component of that amount is \$340 (gross).

[10] Payment is ordered accordingly.

2. Holiday pay

[11] Ms Meixner was employed for less than 12 months. From the timesheets she provided I accept that her total gross earnings as an employee for the period of employment were \$12,060. She is owed holiday pay calculated as:

$$\$12,060 \times 8\% = \$964.80 \text{ (gross)}$$

[12] Payment is ordered accordingly.

Summary of orders

[13] Mr Kenny is ordered to pay to Ms Meixner:

- a. \$340 (gross) as unpaid wages; and
- b. \$964.80 (gross) as holiday pay.

[14] I further order that interest be paid on the above amounts calculated as 5.2% from the date of termination of employment to the date of payment.

Costs

[15] In addition to the above, Mr Kenny is ordered to reimburse Ms Meixner for the Authority's filing fee of \$71.56

R A Monaghan

Member of the Employment Relations Authority