

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

[2011] NZERA Auckland 323
5301536

BETWEEN AARON STEVENS
 Applicant

AND GREAT BARRIER ISLAND
 FUEL COMPANY LIMITED
 Respondent

Member of Authority: Vicki Campbell

Representatives: Applicant in Person
 Mark Storey for Respondent

Investigation Meeting: 22 June 2011

Determination: 21 July 2011

DETERMINATION OF THE AUTHORITY

A Mr Stevens was not an employee of GBI.

B As the parties were unrepresented no costs award is made.

[1] Mr Aaron Stevens claims he was employed by Great Barrier Island Fuel Company Limited (GBI) and says he was never paid for his work. He claims arrears of wages for 2 ½ years. GBI denies the claims and says Mr Stevens was never an employee of the company.

[2] The key issue for this determination is whether Mr Stevens was an employee of GBI and if so is he owed any wages for the hours he worked?

Was Mr Stevens an employee?

[3] Mr Stevens says he moved to the Great Barrier Island to take on the role of the Gasman and to manage GBI from 8 August 2006. He says he entered into a verbal contract with Mr Mark Storey, managing director of GBI.

[4] He says he worked from 8.30am – 6.30pm Monday, Tuesday, Thursday and Friday, and worked 8.30am – 8.00pm Wednesday, Saturday and Sunday. Mr Stevens has provided the Authority with copies of invoices he says proves he worked for GBI.

[5] Mr Stevens says Mr Storey provided him with a house, food, power, gas and transport as part of his contract and his role was to:

- maintain the trucks;
- deliver bottles, diesel and petrol;
- stock taking, refills diesel tanks filled;
- paperwork, sort out documents, paperwork for banking, banking to go back to town;
- getting stock from boat 64 – 140 bottles

[6] Mr Storey denies Mr Stevens was employed by him and says he never offered Mr Stevens a job, he simply offered him a place to recuperate from a serious leg injury.

[7] In order for an employment relationship to be established, Mr Stevens must show that he was offered employment, that there was consideration as part of that offer and that he accepted the offer.

[8] I find it is more likely than not that Mr Stevens was not employed by GBI. It was common ground that Mr Stevens and Mr Storey had known each other for many years. Mr Stevens was in hospital in 2006 when Mr Storey visited with him and offered him the opportunity to recuperate at his place on Great Barrier Island. Mr Stevens took up this offer and stayed on the Island for the next 2 ½ years.

[9] Mr Stevens did not pay board or lodging for his stay on the Island. Indeed he says Mr Storey provided him with free accommodation and food for the duration of his stay. At all times during the period of time he was on the Island Mr Stevens was in receipt of a sickness benefit. He suffered from infections to this leg and would have to return to the mainland in order to receive treatment for his infections.

[10] I am supported in my conclusions by a letter dated 21 May 2008 which Mr Stevens says he assisted Mr Storey to write. The letter was to be used for court proceedings and states that Mr Stevens did not and had never worked for GBI.

[11] The invoice books produced to the Authority do not assist Mr Steven's in his claims. At the investigation meeting Mr Stevens acknowledged that the invoices were not in his handwriting but were written by Mr Wayne Gordon a contractor to GBI.

I find Mr Stevens was not employed by GBI and I am unable to be of any further assistance to him.

Costs

[12] Both parties were unrepresented at the investigation meeting and therefore an issue as to costs does not arise. In the event that there is a question of costs to be addressed the matter is reserved and the parties are encouraged to resolve that issue between them.

Vicki Campbell
Member of Employment Relations Authority