

up in traffic, I proceeded under clause 12 of Schedule 2 to the Employment Relations Act 2000 to hear and determine the matter as if TT had attended or been represented.

Terms and conditions of employment

[5] Mr Wallbank commenced employment with TT on 19 February 2007. He was subject to a written employment agreement which provided for the payment of a salary at \$100,00 per annum.

Outstanding Wages and Holiday Pay

[6] I am satisfied Mr Wallbank worked for a total of 15 weeks for TT. Mr Wallbank has told me he received payments equalling \$3,000 but that the remainder of his salary for the period of his employment remains unpaid.

[7] I am satisfied Mr Wallbank is entitled to be paid for the work he carried out. Had he been paid in accordance with the employment agreement throughout his employment he would have received a total of \$28,461.54. Deducting the \$3,000 previously paid to him there is an outstanding balance of \$25,461.54. To that is to be added the holiday pay to which Mr Wallbank had become entitled at the end of the employment relationship equating to \$2,276.92.

Orders

[8] TT Management Limited is ordered to pay to Mr Wallbank, within 14 days of the date of this determination, the sum of \$27,738.46 as unpaid wages and holiday pay pursuant to section 131 of the Employment Relations Act 2000.

[9] Mr Wallbank is entitled to reimbursement of the Authority's filing fee of \$70.00. TT Management Limited is ordered to pay him that amount within 14 days of the date of this determination.

Vicki Campbell
Member of Employment Relations Authority