

What were the terms and conditions of employment?

[4] Mr Ashbridge owned two hotels, Our Place Bar & Casino and The Crab Bar & Casino. Ms Williams was employed to work at Our Place Bar & Casino. Mr Williams told me he sold the Crab Bar & Casino about the end of May 2008.

[5] Ms Williams worked varying hours, but generally speaking her hours of work were between 30 and 40 hours each week. She worked on a roster system which was determined between herself and another worker usually on Mondays, Thursdays, Fridays and Saturdays. Ms Williams worked from 9.30am or 10.00am until 6.00pm or 7.00pm on Mondays and Thursdays. Every second week she worked a day shift until 5.00pm on the Friday and Saturday. Every other week her hours on Friday and Saturday were from 5.00pm to closing.

[6] At the time her employment ended Ms Williams was being paid \$12.00 per hour for each hour she worked.

Arrears of wages

[7] On 26 June 2008 when Ms Williams arrived at work she was advised by Mr Ashbridge that he was unable to offer her any further hours of work. Mr Ashbridge advised Ms Williams that she was not dismissed and told her he would be putting a new roster together. Ms Williams left the bar and has never returned.

[8] For a number of months after 26 June 2008 Ms Williams attended the Bar on a regular basis requesting payment of outstanding wages for working 23 June, and making enquiries as to when she would be rostered to work again. After receiving no positive responses Ms Williams requested Mr Ashbridge pay her final pay including holiday pay. Mr Ashbridge has failed to pay Ms Williams her final pay.

[9] I am satisfied that Ms Williams worked on Monday 23 June 2008. Ms Williams worked seven hours on that day and is entitled to be paid for those hours at \$12.00 per hour equating to \$84.00.

Holiday pay

[10] Ms Williams is claiming payment of \$1,171.20 gross as holiday pay. Ms Williams has based her calculation on an average of 30.5 hours per week for a 40 week period. In the absence of any evidence to the contrary from Mr Ashbridge and in the absence of any wage and time records, pursuant to s.132 of the Employment Relations Act 2000 I have accepted Ms Williams claim as proven.

Days in lieu of working public holidays

[11] Ms Williams claims she worked four public holidays during her employment with Mr Asbridge and claims payment for the days in lieu of having worked those holidays. In the absence of any evidence to the contrary from Mr Ashbridge and in the absence of any wage and time records, pursuant to s.132 of the Employment Relations Act 2000 I have accepted Ms Williams claim as proven. This equates to \$366.00 gross.

Two weeks notice

[12] Ms Williams was given no notice that her employment was to come to an end. In the absence of a written provision as to notice, Ms Williams was entitled to reasonable notice and I fix that at two weeks. This equates to \$744.00 gross.

Summary

[13] The following amounts are payable to Ms Williams:

- Arrears of wages for work completed on 23 June 2008 \$84.00 gross
- Outstanding holiday pay \$1,171.20 gross
- Days in lieu of working public holidays \$366.00 gross
- Two weeks notice \$744.00 gross

Mr Tony Ashbridge is ordered to pay to Ms Williams sum of \$2,365.20 gross within 28 days of the date of this determination.

Interest

[14] The Authority has discretion to award interest pursuant to clause 11 of Schedule 2 of the Employment Relations Act on outstanding wages and holiday pay. I am satisfied this is a case that warrants an award of interest for the period Ms Williams has been denied what is owed to her. The interest is to be calculated from 26 June 2008.

Mr Tony Ahsbridge is ordered to pay to Ms Williams interest on the above amounts at the rate of 4.8% calculated from 26 June 2008 until paid.

Costs

[15] Neither party was represented at the investigation meeting. Given her success in her claims, Ms Williams is entitled to reimbursement of the \$70 filing fee.

Mr Tony Ahsbridge is ordered to reimburse Ms Williams \$70.00 being the filing fee on this application.

Vicki Campbell
Member of Employment Relations Authority