

Under the Employment Relations Act 2000

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND OFFICE**

BETWEEN	Adam Blundell (Applicant)
AND	Built Rite Builders Limited (Respondent)
REPRESENTATIVES	Adam Blundell In Person No appearance by respondent
MEMBER OF AUTHORITY	Leon Robinson
INVESTIGATION MEETING	19 September 2006
DATE OF DETERMINATION	19 September 2006

DETERMINATION OF THE AUTHORITY

-
- A. Built Rite Builders Limited is ordered to pay to Adam Blundell the sum of \$1,047.50 as arrears of wages.**
- B. Built Rite Builders Limited is ordered to pay to Adam Blundell interest on the sum of \$1,047.50 at the rate of 9% per annum from 11 March 2006 until the date of payment.**
-

The problem

[1] The applicant Mr Adam Blundell ("Mr Blundell") applies to the Authority to recover arrears of wages from his former employer Build Rite Builders Limited ("Built Rite").

[2] Built Rite did not attend the investigation meeting. Contrary to the Authority's regulations, it failed to respond to Mr Blundell's application. It has failed to lodge a statement in reply despite an extension of time for it to do so. By memorandum dated 5 September 2006, I directed the matter to be scheduled for an investigation meeting today.

[3] I further directed that Mr Blundell was to arrange service of my memorandum and a notice of investigation meeting on Built Rite. Mr Blundell has lodged in the Authority an affidavit of service deposing to the service of both the memorandum and notice of investigation meeting on Built Rite. Accordingly, I am satisfied that Built Rite was aware of the meeting today.

[4] I have also unsuccessfully attempted to make telephone contact with Built Rite today at 10.05 am and 10.35 am.

[5] In the absence of any attendance by Built Rite, I proceeded to investigate and Mr Blundell's evidence is unchallenged.

The facts

[6] Mr Blundell says he commenced employment with Built Rite in December 2005 as a hammer-hand after his friend invited him to do so. He says he met Built Rite's director Mr Allen Perry Veacock ("Mr Veacock") on his second day of work. He and Mr Veacock agreed he would be paid \$10.00 per hour. Contrary to law, Mr Blundell was not provided with a written individual employment agreement. Mr Blundell confirms to the Authority he was employed by the limited liability company Built Rite and not Mr Veacock personally.

[7] Mr Blundell says that he was not paid for his service during the months of February and March 2006 when he left the employment. He now seeks to recover arrears of wages.

[8] Mr Blundell says that he has made demand for the sums due to him but payment was never forthcoming despite many promises from Mr Veacock.

The merits

[9] I accept Mr Blundell's unchallenged evidence.

[10] He is entitled to wages he was not paid for February and March 2006. The sum owed to him is \$1,047.50 gross calculated as follows:-

Date	Time	Hours	Location	
20 February	7.45 - 4.00	7.75	Cron Ave	
21 February	9.00 - 4.00	6.5	Cron Ave	
22 February	8.00 - 4.00	7.5	Cron Ave	
23 February	7.30 - 4.00	8.5	Cron Ave	
24 February	7.30 - 3.00	7.5	Cron Ave	
27 February	8.00 - 4.30	8.0	Cron Ave	
28 February	8.00 - 3.00	6.5	Cron Ave	
1 March	8.00 - 7.00	8.0	Cron Ave	
2 March	8.00 - 3.00	6.5	Cron Ave	
3 March	8.00 - 2.00	5.5	Cron Ave	
7 March	7.30 - 3.30	7.5	Rimu St	
8 March	7.45 - 5.00	8.5	Rimu St	
9 March	8.00 - 4.30	8	Rimu St	
10 March	7.45 - 5.00	8.5	Cron Ave	
Total		104.75	\$10.00/hr	\$1,047.50

Determination

[11] **I order Built Rite Builders Limited to pay to Adam Blundell the total gross sum of \$1,047.50, as arrears of wages.**

[12] As Mr Blundell has not had the use of the sums due to him, I think it fit that he have interest on the total judgment sum. **I order Built Rite Builders Limited to pay to Adam Blundell interest on the total gross sum of \$1,047.50 at the rate of 9% per annum from 11 March 2006 until the date of payment.**

[13] As Mr Blundell was not represented by professional advocate, there will be no order for Costs.

Leon Robinson

Member of Employment Relations Authority