

*Under the Employment Relations Act 2000*

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND OFFICE**

**BETWEEN** Betty Joanne Brewerton (Applicant)  
**AND** iPect Group Services Limited (Respondent)  
**REPRESENTATIVES** Betty Joanne Brewerton In person  
No appearance for Respondent  
**MEMBER OF AUTHORITY** R A Monaghan  
**INVESTIGATION MEETING** 8 July 2005  
**DATE OF DETERMINATION** 8 July 2005

**DETERMINATION OF THE AUTHORITY**

**Employment relationship problem**

[1] Betty Brewerton seeks the payment of wages owed to her by her former employer iPect Group Services Limited (“iPect”).

**Respondent’s failure to appear**

[2] No-one from iPect appeared or gave evidence. No statement in reply has been filed and no reason has been given for the respondent’s failure to appear. However Ms Brewerton’s statement of problem, as well as the notice of the investigation meeting, were delivered to the registered office of iPect and were received there.

[3] I am satisfied the company had notice of the problem and of the meeting date. Despite the absence of any response from it at all, pursuant to Schedule 2 of the Employment Relations Act 2000 I proceed to determine this matter as if it had duly attended the meeting.

**The unpaid wages**

[4] iPect is a recruitment consultancy. It employed Ms Brewerton on a temporary basis for an assignment in a company operating in the hospitality industry. Her rate of pay was to be \$12 per hour. Her hours of work were to be 6.00 am – 2.30 pm.

[5] Ms Brewerton reported for work at that company on Friday 4 March 2005. She had recently been suffering back pain and a physiotherapist’s appointment had already been arranged for 3.00 pm on 4 March. With permission, she left work some 10 minutes early in order to meet that appointment.

[6] Ms Brewerton reported for work again on Saturday 5 March, but was in pain and left for the day at 1.30 pm. She explained the problem to staff at the company. It seems the pain was caused by an injury to her back earlier in the year. Although the Accident Compensation Corporation has met the costs of treatment associated with the injury, there has never been any suggestion that it was work related and Ms Brewerton has neither sought nor received earnings related compensation in respect of it.

[7] Mr Brewerton was unable to work on Sunday 6 March. She did not return to work at the company and advised iPect's director, Paul Newman, that would be the case.

[8] The procedure for claiming payment for work done was broadly that iPect staff were to take a timesheet with them to their assignments, complete the timesheet, sign it and obtain a signature from the supervisor on the assignment, and return a copy of the timesheet to the iPect office. Ms Brewerton told me she did not have any timesheets when she went to work at her assignment and she did not receive a timesheet until some weeks later. When she received it, she completed the details of work done on 4 and 5 March, signed it and returned it to iPect.

[9] iPect completed and forwarded a pay advice slip showing Ms Brewerton was to be paid for 15 hours at \$12 per hour plus holiday pay. The total gross figures came to \$180.00 as wages and \$10.80 as holiday pay. Ms Brewerton has not received that payment.

[10] When she queried the failure to pay with Mr Newman, he accused her of attempting to use her employment with iPect as a basis for claiming earnings-related compensation from the ACC in respect of her back injury. He said he was investigating her claim with the ACC. However Ms Brewerton was not seeking earnings related compensation, and when she asked the ACC whether Mr Newman had contacted it she was told there was no record of the company on her file.

[11] Ms Brewerton says she kept telephoning iPect to ask about her pay, and was given various excuses for the failure to pay including the lack of a timesheet and concerns about her ACC claim. At other times she was told she would receive her pay.

[12] I am satisfied Ms Brewerton did the work she said she did, and was entitled to be paid for it. iPect is therefore ordered to pay Ms Brewerton the sum equivalent to \$190.80 (gross), being her wages plus holiday pay.

### **Costs**

[13] iPect is further ordered to reimburse Ms Brewerton in the sum of \$70, being the cost of filing her employment relationship problem in the Authority.

**R A Monaghan**  
**Member, Employment Relations Authority**