

**IN THE EMPLOYMENT RELATIONS AUTHORITY
WELLINGTON**

Determination Number: WA 109/07
File Number: 5070423

BETWEEN

Johnny Gordon Pirimona and
Kathleen Margaret Gibbons
(Applicants)

AND

David and Julie Wilson and Kent
Farm Limited
(Respondents)

Member of Authority: P R Stapp

Representatives: Johnny Pirimona and Kathleen Gibbons Applicants in
Attendance
A G Parker for Respondents

Investigation Meeting: Wellington, 21 June 2007

Determination: 8 August 2007

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] There is a preliminary matter of whether or not there was a contracting or employment relationship. The applicants have applied for a determination that they were unjustifiably dismissed. They are seeking back-pay and holiday pay and compensation.

[2] The respondents contend that the applicants were contractors. They denied the applicants' claims but say that if the applicants are successful as employees, Mr Pirimona and Ms Gibbons abandoned any employment they had.

Issues

[3] The first matter to determine is whether there was a contracting or employment relationship? A decision is also required as to who any employer was. If the applicants can establish that they

were employed then I will turn to consider their other claims. In addition, the matters of fact that are in dispute will be determined as needed.

The Background

[4] Mr Pirimona and Ms Gibbons acted as caretakers at the old Greytown hospital premises owned by and Julie and David Wilson operating a business called Kent Farm Limited. Ms Gibbons says her employer was David and Julie Wilson and she says she was never employed by Kent Farm Limited.

[5] The applicants say they ceased working on 25 January 2007 when David Wilson told them to take a week's holiday and they could work out their notice. The applicants decided not to return to work on 28 January 2007.

[6] Later a conditional settlement was drafted involving Mr Pirimona where he agreed to a payment to be made by 9 February 2007 for a sum of money, including an advance, and the sale and purchase of the old hospital building. An agreed advance of \$1,000 was paid by Kent Farm Limited. The agreement lapsed when Mr Pirimona and Ms Gibbons decided not to sign a formal document.

[7] The parties attended mediation provided by the Department of Labour but could not settle. It falls on the Authority to determine the facts and resolve the matter with a determination.

The Parties' Position on the Facts

(a) Johnny Pirimona and Kathleen Gibbons

[8] Mr Pirimona says he was employed from 2003 by David Wilson of Kent Farm Ltd operating as Greytown Developments and Wairarapa Engineering and Construction.

[9] Mr Pirimona says he was '*sacked*' on 25 January 2007 without any warning and was not paid for a week's holiday and not able to work out 4 weeks notice. He says he was dismissed because Mr Wilson wanted him to "*spy*" on another contractor and learn what to do and save the costs of that work for Mr Wilson. This was denied by Mr Wilson who says any comment he did

make has to be put into context and that the work was carried out before 9 January 2007. Mr Pirimona says he has not been paid his wages owing and holiday pay, including some days where he says he worked a ½ hour extra which was not calculated for payment.

[10] Mr Pirimona obtained a copy of Mrs Wilson's records of his payments and he questioned why he had not been properly paid for the extra ½ hours that he recorded in his diary.

[11] Ms Gibbons says that she worked for Julie Wilson as a gardener and painter but not frequently. She says she was paid \$10 per hour in cash by Mr Wilson before she had an accident. She says she was present on 25 January 2007 when an argument broke out with Mr Wilson about her request for more work while on a benefit. She says he made her fill out an invoice for \$890 to be paid. She says that she and Mr Pirimona were told by Mr Wilson to take a week's holiday that Mr Wilson promised to pay and work out 4 weeks notice. Upon complaining she says she was threatened by Mr Wilson that if she took the matter further there would be an impact on other people because payments were being made in cash and not taxed. Mr Wilson denied that and denied he promised to pay a week's holiday because they were not employees. She says Mr Wilson told them if they wanted more work they would have to go on contract and they refused to do so, and she advised Mr Wilson she would go to the Labour Department. She says there was an attempt to serve a trespass notice on them both. Julie Wilson says that the trespass notice occurred much later; in May 2007.

(b) David and Julie Wilson

[12] The Wilsons say that Mr Pirimona was a labour only contractor evidenced by an agreement between him and Ms Wilson dated 20 September 2005 and a June 2004 IR 330 tax form and that Mr Pirimona provided most of his own tools. Mr Pirimona denied signing the former agreement and he says that he signed a blank IR330 in 2003. He says he had some of his own tools but used Mr Wilson's. Mr Wilson agreed that Mr Pirimona worked up to 50 hours a week sometimes but that he worked for other people too, including, Messrs Dean Vernall, Roger Simpson and Dave Evans. Mr Wilson says Mr Pirimona was paid \$18 per hour. He was paid on receipt of invoices that Mr Pirimona disputed were his.

[13] Mr Wilson says initially no tax was deducted but he says it was declared because Mr Pirimona was self employed and responsible for his own tax and ACC. Mr Wilson says that later

withholding tax was deducted when his accountant brought to his attention that contracting labour in the building industry had to have their withholding tax deducted. Thus the agreement of 26 September 2005 was negotiated with Mr Pirimona involving a 20% withholding tax deduction and the IR 330 form was completed.

[14] The Wilsons say that Ms Gibbons did one-off garden work from time to time and was paid \$10 per hour for the work she did. She had a gap because of an accident and then returned painting and gardening for about 60 days work in total and was paid between \$10 and \$25 per hour depending on what she negotiated for each job. Ms Wilson says that Ms Gibbons worked for other people too and was on a benefit, which was the reason why no invoices were received. Ms Gibbons agreed she worked for an elderly lady and had been doing it for 10 years. She says she was on a benefit that was abated and that she could earn up to a set amount and that the Wilsons knew she was on a benefit.

[15] Mr Wilson says that on 25 January 2007 Ms Gibbons approached him for more work and he learnt that she was on a benefit. She says he knew she was on a benefit before this. He says he was not aware of it and was not prepared to give her more work while she was on the benefit. He says that he also told her that he did not have enough work for her to do and she knew that because the Wilsons had plans to shut the business and go to Vanuatu. This turned into an argument and she and Mr Pirimona left after Mr Wilson paid Ms Gibbons. Mr Wilson says that Ms Gibbons later threatened him. She acknowledged she did this and accepted it was not the right thing to do. Mr Wilson made a complaint to the Police.

[16] Mr Wilson says a Police constable told him that Mr Pirimona and Ms Gibbons had "*resigned*". They did not return to work. Mr Pirimona and Ms Gibbons say that they had decided not to go back to work for the Wilsons, because David Wilson did not keep his promises and they denied saying they had resigned.

Determination

[17] The first issue to determine is whether there were contracts for services or contracts of employment. I will deal with both applicants separately. The tests are quite straight forward to determine the real nature of the relationship where the label put on it by the parties will not

necessarily be determinative. In this regard I have considered the usual tests that apply: control, integration and the economic and fundamental tests.

[18] There were no written contracts between the parties.

Johnny Pirimona

[19] It is a matter of dispute about how forcibly Mr Wilson required Mr Pirimona to be at work each day on time. It is a fact that Mr Pirimona worked regular hours. He undertook different work and worked at different sites. That is not uncommon for building labour only contracting. He filled out diaries in 2003, 2004 and 2005 and for whatever reason these have not been located and produced as requested. Mr Pirimona's diary for 2006 was produced by Julie Wilson. Mr Pirimona produced a 2007 diary. Mrs Wilson says she used Mr Pirimona's invoices to calculate Mr Pirimona's hours but did not include an extra half hour claimed by Mr Pirimona. At the Authority's investigation original invoices were produced but immediately challenged by Mr Pirimona. He produced one of his invoice books to try and challenge the invoices produced by the Wilsons and says that the copies produced by the Wilsons prior to the Authority's investigation with the name "*Johnny Rotten*" on them, were his, and they were "*a laugh*" because he did not agree with having to do them when he was an employee.

[20] The income calculations for Mr Pirimona were recorded in wages and time books by Mrs Wilson when the deductions for withholding tax commenced. Mr Pirimona says he became aware of a disparity in his pay and hours when he received a copy of Mr Wilson's records of his payments. Mr Wilson says that Mr Pirimona wanted as many hours as he could get and these were provided, thus the amount of hours worked and paid for. The Wilsons acknowledged no holiday pay was paid because they say they considered Mr Pirimona was a contractor. The 2006 diary shows that Mr Pirimona did not work on some days for different reasons, eg a sore back, to get over his birthday hang over and to attend Court. Mr Pirimona says he informed Mr Wilson on such occasions. Mr Wilson says Mr Pirimona did not inform him, and Mr Pirimona did not have to inform him, and Mr Pirimona was not paid for the days involved.

[21] I am satisfied that Mr Wilson had some control over the relationship that did involve the allocation of work and hours and the decision about what was paid for and how it would be paid. The close interrelationship between Mr Wilson and his arrangement with Mr Simpson in particular means that Mr Pirimona was dependant on Mr Wilson, and as such Mr Pirimona's ability to

contract independently outside the hours he was working for Mr Wilson, was very limited. Therefore there was sufficient control exercised by Mr Wilson in the relationship and Mr Pirimona's considerable hours meant he was integrated in the work. Indeed there was no compulsion on him to provide his own tools although he had some and used the more expensive tools owned by Mr Wilson. The absence of any inventory system supports my conclusion.

[22] Mr Pirimona denied ever contracting to other people such as Messrs Dean Vernall, Roger Simpson and Dave Evans. He accepted that he worked on different sites that they were involved with but that Mr Wilson was either also there or had some dealings with those people in business. Mr Pirimona absolutely denied reaching any agreement that Mr Wilson would pay him for that work and then invoice them for reimbursement. Nevertheless that was the arrangement. Mr Wilson says Mr Pirimona understood the arrangement.

[23] Mr Pirimona was not in business on his own account. The caretaker's role at the Greytown hospital building and site was an entirely separate matter to the work he was required to do for Mr Wilson and not inconsistent with employment. He was not GST registered. He did not pay ACC premiums. The fact that withholding tax was deducted and monthly summaries of Mr Pirimona's income provided to IRD is not determinative. There has been some tax problems between these parties about the reconciliation on the amounts paid or if earlier earnings were declared and this has added to the confusion. This is not determinative of the parties' relationship.

[24] Mr Wilson's arrangement was corroborated by affirmed statements but without being able to test the veracity of the statements, since Mr Pirimona and Ms Gibbons challenged them, I have decided not to give the evidence in their statements much weight.

[25] It is my decision that Mr Pirimona was an employee considering that he was not in business on his own account, worked frequently regular hours, was supervised in the work he was required to undertake by Mr Wilson, did not pay GST and ACC, Mr Wilson made the arrangements for payments involving other people he had business relationships with, details of Mr Pirimona's earnings were kept in a wage time and holiday record for employees. He has not been paid for holidays or annual leave that he is entitled to.

[26] He acknowledged Kent Farm Limited was his employer, which paid his wages.

Kathleen Gibbons

[27] Ms Gibbons worked infrequently on a casual basis. Her work was mixed between working for Julie Wilson, in what Ms Wilson says was a private capacity to do gardening, and working for Mr Wilson painting. She too is an employee at least for the intermittent work for Mr Wilson. The work was intermittent and described as casual. There was no proof that Ms Gibbons was self employed. She was clearly directed in the hours provided and whether or not she could work subject to the availability of any work. As such the cash and cheque payments and limited records lead me to conclude she was employed personally by Julie and David Wilson on an intermittent arrangement. In this regard the cash payments given to Ms Gibbons for gardening amount to employment and it gets caught up. There were no contractual arrangements put in place that could be confirmed from any written documents. There was the one invoice produced for \$890 that Ms Gibbons disputes the circumstances when she signed it.

[28] A summary of work was produced by Julie Wilson and although Ms Gibbons initially challenged its veracity she changed her position on the matter, albeit qualified it, when I put it to her in her interview. Therefore I am prepared to accept the document produced has some semblance of what the truth might be as it applies to the work Ms Gibbons says she did do.

[29] She is entitled to a calculation for holiday pay. I have used the total of 78 days work provided by Ms Wilson and in the absence of any calculations from Ms Gibbons. I estimate 7 hours work for each day calculated on the total number of days and part days. The total number of hours would be 546 hours paid at \$10 per hour, plus \$890. Six percent of \$6,350 amounts to \$381. This sum is owed.

The End of the Parties' Relationship

[30] This occurred on 25 January 2007 when Mr Wilson says he was requested by Ms Gibbons for more work and found out that she was on a benefit. The very nature of her casual and intermittent employment meant that it was open to Mr Wilson not to offer Ms Gibbons another engagement. This is consistent with the Wilsons planning to wind the business down and go to Vanuatu.

[31] Mr Pirimona and Ms Gibbons denied that they said to a constable on 28 January 2007, acting on Mr Wilson's complaint about Ms Gibbons's threatening behaviour, that they resigned. Mr

Pirimona says that the constable must have used that word to describe how they felt and that they had decided not to return to work for Mr Wilson. Mr Pirimona says he got upset that Mr Wilson had asked him to spy on a contractor to find out how to do a job and save the costs of the work for Mr Wilson. Further Mr Pirimona says that the contractor concerned got upset when he learnt what Mr Wilson had asked Mr Pirimona to do. Mr Pirimona says he felt compromised. Also he added that Mr Wilson did not keep his promise to pay a week's holiday, which Mr Wilson denied ever giving Mr Pirimona and Ms Gibbons.

[32] This employment ended as a result of an altercation that developed on 25 January between Ms Gibbons and Mr Wilson initially. As I said it was open to Mr Wilson to cease offering work to Ms Gibbons because of the intermittent nature of her employment and the casual arrangement. It seems to me that Ms Gibbons would have got upset and possibly argumentative and left. Mr Pirimona followed her. The two of them decided not to return to work on 28 January 2007, for their own reasons.

[33] Ms Gibbons left because Mr Wilson would not give her any more work that he was entitled to decide to do. Mr Pirimona's reasons now being advanced are simply not credible given the lapse of time when the event he says happened with the contractor before 9 January and when Mr Pirimona raised it much later. Mr Pirimona's account is affected by Mr Wilson's version of this in context that he asked Mr Pirimona to observe how things were done so that he could possibly have a go at it in the future and which Mr Wilson says is not unusual in the business. This was not challenged. Given the time lapse that it took Mr Pirimona to raise that matter I am inclined to think it has been unduly emphasised up by him.

[34] I conclude that there was never going to be an opportunity to resolve the problem involving these parties from that point because of Ms Gibbon's threatening behaviour prior to 28 January and notwithstanding the later attempt made by the Wilsons and Mr Pirimona to reach an agreement, which still later became unstuck when Mr Pirimona and Ms Gibbons refused to sign the formal agreement. I also believe that Ms Gibbon's behaviour was related to not being offered more work than anything else to do with her benefit. If there was a problem with that Mr Wilson was entitled to be concerned since he was paying her sometimes in cash that might have had some implications.

The Parties' Relationship

[35] I discovered how bad the relationship between these parties was when Mr Wilson was interviewed at my investigation. There was an almost immediate reaction by Mr Pirimona and Ms

Gibbons over Mr Wilson's evidence. They challenged each other's credibility and honesty. Mr Pirimona and Ms Gibbons have accused the Wilsons of producing fraudulent documents eg the purported invoices and the September 2006 purported agreement that Mr Pirimona says he did not sign. The bad blood between these people was palpable. The hostility meant that they were not able to amicably or sensibly communicate directly over the issues together with out getting heated.

[36] Julie Wilson's evidence caused less hostility but nevertheless was challenged by Mr Pirimona and Ms Gibbons. She has usefully tried to help by providing her summaries of the payments made to Mr Pirimona and Ms Gibbons.

[37] I therefore find that the applicants' behaviour added significantly to the situation. If I am wrong in not finding an unjustified dismissal as claimed by Mr Pirimona, and that it was within Mr Wilson's right not to offer further work to Ms Gibbons, since she was a casual and working intermittently, I would have included an assessment of contribution that would have removed any remedies for unjustified dismissal. They cannot be compensated for personal grievances.

Other Remedies

[38] Mr Pirimona has claimed holiday pay. He was not paid for holidays. He is entitled to 15 days per year that has not been paid. By my calculation he is entitled to 15 days for each of the years ending 2004, 2005 and 2006. The amount owing is \$5,304.60. The balance of any entitlement after 2006 is paid at 6% of his earnings to 25 January 2007 and amounts to \$1,426.15. It would appear that statutory holidays were paid since Mr Pirimona claimed his hours worked on such dates and never made a particular claim for any payments on those days. Nevertheless he would be entitled to 11 days in lieu under the Holidays Act for working on his statutory holidays. There is no record of such days worked being taken and paid in lieu during the employment. This amounts to \$1,683.

[39] Mr Pirimona has also claimed wages not paid from a discrepancy he found between his records and the wages and time record and not recorded in the invoices. I accept his claim for an extra half hour as claimed for various days, given the dispute over who prepared the invoices and the proposed settlement that related to a final and binding deal on any employment matters. Mrs Wilson relied upon the invoices and say the extra half hours were for lunch breaks. There was no evidence that she knew any invoices might not have been correct. Mr Pirimona obtained a copy of the records and genuinely relied on his diary entries. I accept Mr Pirimona worked extra hours on

various days not including lunch breaks. His 2006 and 2007 diaries support this with the total of 78.5 hours not paid. My calculation of the amount owing is \$1,417.50.

[40] I dismiss Mr Pirimona's claim for the payment of unused sick leave. There is no contractual or statutory provision for such a payment. He is entitled to at least two days sick leave for his sore back that I accept happened from his diary and 2 days for the cut finger that was accepted occurred and not paid. This is within the amount of leave he would be entitled to under the Holidays Act for sick leave. The sum is \$553.50.

[41] Mr Pirimona's award is to be offset by the \$1,000 already paid by Mr Wilson in other circumstances when an agreement around the sum lapsed and Mr Pirimona refused to pay it back since he claimed the employer had not paid his correct wages entitlement.

[42] Both Ms Gibbons and Mr Pirimona have obtained work since the events. This happened soon after their employment ended. Given my comments earlier this is not a matter to award any lost wages because the mitigation covers it, the circumstances of the contribution in the employment ending involved them both and considering there was no employment agreement or any notice provisions to rely upon.

[43] I have included as an addendum to this determination the calculations of the wages and holiday pay available from the evidence produced.

Orders

[44] David and Julie Wilson are to jointly and severally pay Kathleen Gibbons holiday pay in the sum of \$381.

[45] Kent Farm Limited is to pay Mr Johnny Pirimona the following sums:

- | | |
|--|------------|
| • Holiday entitlement for annual leave | \$5,304.60 |
| • Proportionate holiday pay | \$1,426.15 |
| • Public holidays worked for a day in lieu | \$1,683 |
| • Wages for extra time worked | \$1,417.50 |
| • Sick leave | \$553.50 |

[46] \$1,000 is to be off set from the above for Mr Pirimona.

[47] Costs would normally follow the event. Given that Mr Pirimona and Ms Gibbons have been successful the only costs I envisage they could be paid is the reimbursement of the \$70 filing fee since they represented themselves. I order Julie and David Wilson and Kent Farm Limited to pay \$70 jointly and severally to Johnny Pirimona and Kathleen Gibbons.

P R Stapp

Member of the Employment Relations Authority

Appendix 1.**Public Holidays Worked for a Day in Lieu**

Payment owed for public holidays worked is calculated by the hours worked on the last day of employment - in this case 8.5 hours worked on the 24th of January 2007.

Statutory Public Holidays

1st January – New Years Day
 2nd January – Day after New Years
 22nd January – Wellington Anniversary Day
 6th February – Waitangi Day
 Late March - early April, specified yearly if worked - Good Friday
 Late March - early April, specified yearly if worked - Easter Monday
 25 April – ANZAC Day
 1st Monday in June, specified yearly if worked – Queen’s Birthday
 4th Monday in October, specified yearly if worked – Labour Day
 25th December – Christmas Day
 26th December – Boxing Day

2004

No records available

2005

Labour Day (25 th of October)	8 hours worked
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2006

New Years Day	8 hours worked
Day after New Years	8 hours worked
Wellington Anniversary Day	8 hours worked
Waitangi Day	8 hours worked
Easter Monday (17 th of April)	8 hours worked
ANZAC Day	8 hours worked
Queens Birthday (5 th of June)	8 hours worked
Labour Day	9 hours worked

2007

New Years Day	6.5 hours worked
Day after New Years	8.5 hours worked

Total of 11 days worked.

Johnny Pirimona is owed 11 days in lieu, where he worked on public holidays. The amount of hours per day owed is calculated on the hours he worked on his last working day – 8.5 hours. Consequently the calculation is:

8.5 hours x 11 days = 93.5
hours
93.5 x 18 = \$1,683

**TOTAL PAYMENT FOR DAYS IN
LIEU** **\$1,683**

Dates of extra time claimed for 2006

DATE	HOURS WORKED	Extra time
1 st June	8.5	.5
27 July	8.5	.5
31 July	8.5	.5
1 August	8.5	.5
2 August	8.5	.5
3 August	8.5	.5
4 August	8.5	.5
5 August	8.5	.5
7 August	8.5	.5
8 August	8.5	.5
9 August	8.5	.5
10 August	8.5	.5
11 August	8.5	.5
12 August	8.5	.5
14 August	8.5	.5
15 August	8.5	.5
16 August	8.5	.5
17 August	8.5	.5
18 August	8.5	.5
22 August	8.5	.5
23 August	8.5	.5
24 August	8.75	.75
25 August	8.5	.5
28 August	8.5	.5
29 August	9.25	1.25
30 August	9	1

31 August	8.5	.5
1 September	8.5	.5
4 September	8.5	.5
5 September	8.5	.5
6 September	9.5	.5
8 September	8.5	.5
11 September	8.5	.5
12 September	8.5	.5
13 September	9.5	1.5
14 September	10	2
15 September	8.5	.5
18 September	8.5	.5
19 September	8.5	.5
20 September	8.5	.5
21 September	8.5	.5
22 September	8.5	.5
25 September	8.5	.5
26 September	8.5	.5
27 September	8.5	.5
28 September	8.5	.5
29 September	8.5	.5
30 September	8.5	.5
2 October	9.5	.5
3 October	8.5	.5
4 October	8.5	.5
5 October	8.5	.5
6 October	8.5	.5
7 October	8.5	.5
8 October	8.5	.5
10 October	8.5	.5
11 October	8.5	.5
13 October	8.5	.5
18 October	9.5	.5
19 October	8.5	.5
20 October	8.5	.5
23 October	9	1
26 October	8.5	.5
27 October	8.5	.5
28 October	8.5	.5
30 October	9	1
31 October	8.5	.5
1 November	8.5	.5
2 November	8.5	.5
3 November	8.5	.5
4 November	8.5	.5
6 November	8.5	.5
7 November	8.5	.5
8 November	9.75	1.75
10 November	8.5	.5
13 November	9.5	1
14 November	9.5	1
15 November	8.5	.5

16 November	8.5	.5
17 November	8.5	.5
19 November	8.5	.5
20 November	10	2
21 November	9	1
22 November	8.5	.5
23 November	8.5	.5
24 November	8.5	.5
25 November	8.5	.5
28 November	9	1
29 November	10	2
30 November	10	2
1 December	9	1
2 December	8.5	.5
4 December	8.5	.5
5 December	8.5	.5
6 December	8.5	.5
7 December	8.5	.5
8 December	8.5	.5
9 December	8.5	.5
11 December	8.5	.5
12 December	10	2
14 December	8.5	.5
15 December	8.5	.5
16 December	8.5	.5
18 December	8.5	.5
19 December	8.5	.5
20 December	8.5	.5
21 December	8.5	.5
22 December	8.5	.5
28 December	8.5	.5
29 December	8.5	.5
30 December	8.5	.5
TOTAL	962.25	70.25

Dates of extra time claimed for 2007

DATE	HOURS WORKED	Extra time
1 January	8.5	.5
2 nd January	8.5	.5
3 rd January	8.5	.5
4 th January	8.5	.5
2 nd January	8.5	.5
8 th January	8.5	.5
9 th January	8.5	.5
10 th January	8.5	.5
11 th January	8.5	.5
12 th January	8.5	.5
14 th January	8.5	.5
16 th January	8.5	.5
17 th January	8.5	.5
19 th January	8.5	.5
23 rd January	8.5	.5
24 th January	8.5	.5
25 th January	8.5	.5
TOTAL	144.5	8.5

Total Sum of extra time claimed (number of extra hours X \$18)

Year	Year's total extra time claimed
2006	\$1,264.50
2007	\$153
TOTAL	\$1,417.50

Sick Leave (average day's hours for the last 4 weeks X \$18)

Sore back	\$301.50
Cut fingers	\$252
TOTAL	\$553.50

Holiday Pay Owed (average day's pay X 15 days)

	Average day's pay	Holiday pay owed
2004	\$133.20	\$1,065.60
2005	\$142.20	\$2,133
2006	\$140.40	\$2,106
2007	\$138.60	\$1,426.15(propportionate)
Total without 2007		\$5,304.60
Total with 2007		\$6,730.75

TOTAL SUMS

Holiday entitlement	\$5,304.60
Proportionate holiday pay	\$1,426.15
Time in lieu pay	\$1,683
Wages for extra time worked	\$1,417.50
Sick leave	\$553.50
TOTAL	\$10,384.75