

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF LABOR**  
**CONCORD, NEW HAMPSHIRE**



**V**

**River Road Dental Associates dba Dental Arts of Bedford**

**DECISION OF THE HEARING OFFICER**

**Appearances:** Joshua Scott, Esq., representing River Road Dental Associates dba Dental Arts of Bedford

**Nature of Dispute:** RSA 275:43 I unpaid wages  
RSA 275:43 I unpaid bonus

**Employer:** River Road Dental Associates dba Dental Arts of Bedford  
173 SouthRiver Rd., Ste 5  
Bedford, NH 03110

**Date of Hearing:** September 29, 2014

**Case No.:** 48652

**BACKGROUND AND STATEMENT OF THE ISSUES**

The claimant asserted, through the filing of her wage claim that she was owed between \$1,200.00 and \$1,700.00 for an unpaid bonus. At the hearing, she clarified she is seeking \$1,500.00 for this bonus.

The claimant worked for the same owner in their Amherst office. The employer let her go from Amherst and subsequently hired her in the Bedford on office on March 3, 2014. In preparation for her employment in the Bedford office, she met with Holly Edmunds to review paperwork. Dr. Ang was called during the course of the meeting to discuss salary and the bonus. She alleges he agreed to a four day bonus program, which she added to the typed agreement. A question regarding the salary was also hand added to the agreement. The claimant agrees all the other fields in the agreement were completed prior to the meeting.

The employer did pay a bonus for her time in Amherst. She seeks the four day bonus for the Bedford office.

The employer denies the claimant is due the claimed bonus. The agreement the claimant signed on February 25, 2014, states, "Bonus System: Once our "BAM" bonus goal is exceeded, our staff receive 20% (divided among them) of that excess profit. This amount can change at any time on the discretion of the employer. This monthly bonus is in addition to the salaried (guaranteed) pay. Bonus is not guaranteed, nor will employee

be due any projected future bonus potentially accrued in the month or their termination or at any time thereafter.”

And:

“Once our “BAM” goal is exceeded, our staff receive 20% (divided among them) of that excess profit. This monthly bonus is in addition to the salaried (guaranteed) pay.”

The employer disagrees with the claimant’s narration of the pre-employment meeting. Ms. Edmunds testified that she met with the claimant alone, and that Dr. Ang was not called during that meeting.

The employer also argues the claimant received a severance package for which she signed an agreement that she had been paid all wages due.

### **FINDINGS OF FACT**

RSA 275:49 I requires that an employer inform employees of the rate of pay at the time of hire. Lab 803.03 (b) requires employers to provide his/her employees with a written or posted detailed description of employment practices and policies as they pertain to paid vacations, holidays, sick leave, bonuses, severance pay, personal days, payment of the employees expenses, pension and all other fringe benefits per RSA 275: 49. Lab 803.03 (f) (6) requires an employer maintain on file a signed copy of the notification.

The employer notified the claimant of the bonus policy in writing. The agreement the claimant signed on February 25, 2014, states, “Bonus System: Once our “BAM” bonus goal is exceeded, our staff receive 20% (divided among them) of that excess profit. This amount can change at any time on the discretion of the employer. This monthly bonus is in addition to the salaried (guaranteed) pay. Bonus is not guaranteed, nor will employee be due any projected future bonus potentially accrued in the month or their termination or at any time thereafter.”

And:

“Once our “BAM” goal is exceeded, our staff receive 20% (divided among them) of that excess profit. This monthly bonus is in addition to the salaried (guaranteed) pay.”

The employer properly notified the claimant of the policy in writing. The policy clearly notified the claimant that the bonus was not guaranteed and could change at the discretion of the employer.

Therefore, the Hearing Officer finds the claimant failed to prove by a preponderance of the evidence she is due the claimed bonus/wages.

### **DECISION**

Based on the testimony and evidence presented, as RSA 275:43 I requires that an employer pay all wages due an employee, and as this Department finds that the

claimant failed to prove by a preponderance of the evidence that she is owed the claimed bonus/wages, it is hereby ruled that the Wage Claim is invalid.

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Melissa J. Delorey  
Hearing Officer

Date of Decision: October 7, 2014

MJD/klt