

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
CONCORD, NEW HAMPSHIRE



V

Ilyadis Enterprises Inc

DECISION OF THE HEARING OFFICER

Nature of Dispute: RSA 275:43 I unpaid wages
RSA 275:43-b unpaid salary

Employer: Ilyadis Enterprises Inc, 2159 Elm St, Manchester NH 03104

Date of Hearing: April 4, 2016

Case No.: 52273

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant asserts he is owed \$10,407.21 in unpaid salary for weeks worked between May 27, 2015 and August 22, 2015. He states that he received an hourly rate for hours worked between May 27 and July 4, 2015; and he received one half of the promised \$62,000 annual salary rate between July 5, 2015 and August 22, 2015. He claims the balance as due.

The employer denies the claimant was not paid for all time worked. She believed it was understood that the original agreement for an annual salary of \$62,000 would begin to be paid when the claimant began to work full time. She paid the claimant an hourly rate for the ten hours he provided that he worked at the business between May 27, 2015 and July 4, 2015. The parties had a meeting on or about July 1, 2015, during which it was agreed the claimant would work a half time schedule and receive \$31,000 annually, or one half the previously agreed upon salary, beginning July 5, 2015. The claimant then began working on a full time basis on August 23, 2015, and received the full salary based upon \$62,000 annually.

FINDINGS OF FACT

The claimant and the employer began a working relationship on May 27, 2015. They met at the employer's home as the location was under construction. Between May 27, 2015 and July 4, 2015, the claimant performed ten hours of work at the pub's physical location. The employer paid the claimant an hourly rate for those ten hours in his July 31, 2015, check after he provided his hours worked to her on July 23, 2015.

The claimant admits he agreed to work part time while the pub was under construction. The employer argues she believed it was clear that the offer for \$62,000 annual salary was to begin when the pub opened to the public. The pub did not open until late October 2015.

The parties never had an agreement regarding the payment of wages prior to the meeting on or around July 1, 2015, when the parties agreed the claimant would work a half time schedule for \$31,000 annually. The claimant began working the half time schedule on July 5, 2015 which continued through August 22, 2015, and received the verbally agreed upon salary based on \$31,000 annually. On August 23, 2015, as agreed by the parties, the claimant began working full time and received the agreed upon salary based on \$62,000 annually. He continued to receive this salary through his separation on January 15, 2016.

The claimant now argues he is due the balance of the \$62,000 annual salary for each week he performed any work between May 27, 2015 and August 22, 2015, in the amount of \$10,407.21.

The employer argues the claimant has been paid for all time worked.

The employer did provide a negotiated offer of \$62,000 annually to the claimant prior to May 27, 2015. At that time, the employer did not plan to pay the claimant that annualized salary prior to the opening of the pub, nor did the claimant expect to receive that salary. The parties did meet on or about July 1, 2015, during which both parties agreed to a half time schedule for a \$31,000 annual salary.

The Hearing Officer finds the parties never had a "meeting of the minds" as to the expectation of the payment of any wages prior to the opening of the pub. As there were no set expectations, the Hearing Officer finds the claimant fails to prove by a preponderance of the evidence he is due the claimed salary between May 27, 2015 and July 4, 2015.

The Hearing Officer finds the parties verbally agreed to an annual salary of \$31,000, beginning July 5, 2015. Therefore, the Hearing Officer finds the claimant fails to prove by a preponderance of the evidence he is due the claimed salary between July 5, 2015 and August 22, 2015.

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 he is owed the claimed salary/wages, it is hereby ruled that the Wage Claim is invalid.

Melissa J. Delorey
Hearing Officer

Date of Decision: April 21, 2016

Original: Claimant
cc: Employer

MJD/aph