

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
CONCORD, NEW HAMPSHIRE



V

Liberty Mutual Insurance Company

DECISION OF THE HEARING OFFICER

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

Employer: Liberty Mutual Insurance Company, 175 Berkley St, Boston, MA 02116

Date of Hearing: December 5, 2016

Case No.: 54038

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant asserts she is owed \$1,100.00 for an unpaid bonus. She alleges she is due this bonus, which was scheduled to be paid after her separation from employment, because she worked hard in 2015 to earn the bonus. She feels the written policy stating an employee has to be employed when the bonus is paid out is unfair.

The employer denies the claimant is due any bonus under the written policy.

FINDINGS OF FACT

The claimant worked for the employer for eight years until she was terminated on February 17, 2016.

The claimant argues the employer's written policy requiring an employee to be employed when bonuses are paid is unfair because she worked hard to earn the bonus.

The employer argues no bonus is due to the claimant because pursuant to the policy.

RSA 275:49 I requires that an employer inform employees of the rate of pay at the time of hire, including bonus programs. Lab 803.03 (a) requires that an employer inform employees in writing of the rate of pay at the time of hire and prior to any changes. Lab 803.03 (f) (6) requires an employer maintain on file a signed copy of the notification.

The employer properly notified the claimant that if her employment ended prior to the Friday preceding the payment of the bonus she would not receive any bonus payment, previously submitted.

The claimant terminated February 17, 2016, and the bonus was paid March 11, 2016. The claimant was not employed the preceding Friday, March 4, 2016.

As the claimant did not meet the criteria set forth in the written bonus program, the Hearing Officer finds the claimant failed to prove by preponderance of the evidence she is due the claimed bonus.

DISCUSSION

The burden of proof lies with the claimant in these matters. The claimant has the burden to prove by a preponderance of the evidence that the claimed wages are due. Proof by a preponderance of evidence as defined in Lab 202.05 means a demonstration by admissible evidence that a fact or legal conclusion is more probable than not.

The claimant failed to meet this burden.

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 wages/bonus, it is hereby ruled that the Wage Claim is invalid.

Melissa J. Delorey
Hearing Officer

Date of Decision: December 12, 2016

Original: Claimant
cc: Employer
Attorney

MJD/das