

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



**V**

**Unique System Skills LLC**

**DECISION OF THE HEARING OFFICER**

**Nature of Dispute:** RSA 275:43 I unpaid wages  
RSA 275:43 V unpaid employee expenses

**Employer:** Unique System Skills LLC, 505 W Hollis St Ste. 105, Nashua, NH 03062

**Date of Hearing:** December 1, 2016

**Case No.:** 54042

**BACKGROUND AND STATEMENT OF THE ISSUES**

The claimant asserts he is owed \$332.46 in unpaid wages the notice period the employer stated he would pay and \$373.03 in unpaid mileage.

The employer argues the claimant has been paid wages for all time worked and is not due any mileage payments.

**FINDINGS OF FACT**

The claimant worked for the employer from August 8, 2016 through September 1, 2016, as an hourly employee. The claimant's final day of work was September 1, 2016, and he received payment for fifty-six hours of work for the pay period ending September 7, 2016.

The claimant argues he provided a notice to resign to his employer on August 25, 2016, and the employer promised to pay him for two weeks, in the amount of \$332.46. He argues August 25 through September 7 is not two weeks.

The employer argues he was paid for all time worked, and further paid through September 7, 2016. They agree they did not pay for Labor Day because he was not eligible for holiday pay as a new employee.

RSA 275:42 III defines the term "wages" as compensation, including hourly health and welfare, and pension fund contributions required pursuant to a health and welfare trust agreement, pension fund trust agreement, collective bargaining agreement, or other agreement adopted for the benefit of an employee and agreed to by his

employer, for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission, or other basis of calculation.

The claimant did not perform any labor or render any services. As such, any payment promised by the employer would not fall under the definition of wages.

Further, August 25 through September 7 is a fourteen day period, or two weeks.

Therefore, the Hearing Officer finds the claimant failed to prove he is due the claimed wages.

The claimant also argues he is due \$373.03 in unpaid mileage. He argues in his interview he asked for mileage payments and the employer responded "sure".

The employer argues there was no conversation, offer or agreement for the payment of mileage, and in fact, the claimant stated on multiple occasions he did not want mileage.

The Hearing Officer finds the claimant failed to prove by a preponderance of the evidence he received any notice he was eligible for the payment of mileage expenses or that he is due any mileage expense payments.

### **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 wages, it is hereby ruled that this portion of the Wage Claim is invalid.

As RSA 275:43 V considers the payment of employee expenses to be wages, when due, if a matter of employment practice or policy, or both, and as this Department finds that the claimant failed to prove by a preponderance of the evidence that he is due any employee expenses/mileage, it is hereby ruled that this portion of the Wage Claim is invalid.

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Melissa J. Delorey  
Hearing Officer

Date of Decision: December 9, 2016

Original: Claimant  
cc: Employer

MJD/das