

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
CONCORD, NEW HAMPSHIRE



V

Rymes Energy LLC

DECISION OF THE HEARING OFFICER

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

Employer: Rymes Energy LLC, 257 Sheep Davis Rd, Concord, NH 03301

Date of Hearing: May 24, 2107

Case No.: 54964

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant asserts he is owed a balance of \$6,000 in unpaid bonus. He alleges the employer verbally notified him at the time of hire that he would receive the full management bonus for his first year of employment until he was working at full capacity.

The employer denies notifying the claimant he would receive the full management bonus for his first year of employment until he was working at full capacity.

FINDINGS OF FACT

The claimant worked for the employer as the Branch Manager of the Bridgewater NH office, from December 17, 2015 through February 17, 2017, when the employer terminated his employment.

The claimant argues he was verbally promised he would receive the full management bonus for his first year of employment until he was working at full capacity, on December 17, 2015. He recalls this conversation with Mr. Cosseboom on that date. He acknowledges that no documentation exists regarding the alleged promise of full payment of the bonus for his first year of employment.

The employer vehemently denies that any promise of the full management bonus was given to the claimant. He has administered the management bonus program for nineteen years as the operations manager and has never offered this type of promise to anyone.

RSA 275:49 I requires that an employer inform employees of the rate of pay at the time of hire. 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.

Both parties acknowledge no written notice exists for the claimant's assertion.

The Hearing Officer finds that the claimant testified as credibly, not more credibly, than the employer. The claimant has the burden of proof in this matter to show by a preponderance of the evidence that the employer verbally notified him that he would receive the full management bonus and was not paid all bonus due. The Hearing Officer finds that the claimant failed to meet that burden of proof as his story is only as credible as, not more credible than, the employer's. The claimant, therefore, fails to prove by a preponderance of the evidence that she is owed the claimed wages.

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

Melissa J. Delorey
Hearing Officer

Date of Decision: May 31, 2017

Original: Claimant
cc: Employer

MJD/das