

STATE OF NEW HAMPSHIRE
DEPARTMENT OF LABOR
CONCORD, NEW HAMPSHIRE



V

Beaulieu Group LLC

DECISION OF THE HEARING OFFICER

Nature of Dispute: RSA 275:43 I unpaid wages and commission

Employer: Beaulieu Group LLC, PO Box 1248, Dalton, GA 30722

Date of Hearing: June 6, 2017

Case No.: 54997

BACKGROUND AND STATEMENT OF THE ISSUES

The claimant asserts she is owed \$4,057.79 in unpaid commissions for the month of January 2017. She argues she earned \$6,057.79 in commissions and received only \$2,000

The employer denies the claimant was not paid for all due for January 2017. They argue the claimant was paid according to the written guarantee in place during her employment. After her employment ended they paid her according to the written policy in the Standard Operating Procedure because their policy did not have any written policy for employees on a guaranteed payment plan. They have now corrected this deficiency.

FINDINGS OF FACT

The claimant worked for the employer from January 2016 through February 1, 2017, when she was laid off from the employer.

The claimant had a guaranteed commission payment plan between January 1, 2016 and December 31, 2016. On January 19, 2017, she executed another agreement which extended the previous offer of a guaranteed commission of \$2,000 per month through July 31, 2017. If at the end of the six month period ending July 31, 2017, she had exceeded \$12,000 in commissioned sales, the employer would pay her the difference.

She made \$6,057.79 in commissions in the month of January 2017, and only received the guaranteed payment of \$2,000. She argues she should be paid the full commission amount of \$6,057.79 for January 2017 because she was not allowed to complete the full guarantee period, therefore, the employer should prorate the amount needed to complete the guarantee to one sixth of the \$12,000, or \$2,000. She seeks the difference of \$4,057.79 as due.

The employer argues that nothing in the written policy requires that they prorate the amount of the commission total to a monthly amount if the claimant does not complete the guarantee period. They have paid the claimant greater than the \$2,000 guaranteed minimum for the commissions payable after her separation, pursuant to the Standard Operating Procedure manual.

The written policy does discuss a proration of the commission guarantee of the \$2,000 per month if the employee starts or ends employment mid-month. There is no notification that the total amount of commissions for the guarantee period would be prorated based on the number of months worked.

Therefore, the Hearing Officer finds the claimant failed to prove by a preponderance of the evidence she is due the claimed commissions under the written policy of the employer.

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

Melissa J. Delorey
Hearing Officer

Date of Decision: June 14, 2017

Original: Claimant
cc: Employer

MJD/das