

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

[REDACTED]

**v.**

**Burlington Manchester Store #954**

**Case No.: 101405**

**DECISION OF THE HEARING OFFICER**

**Appearances:** [REDACTED] Claimant

**Employer:** Employer did not appear

**Nature of Dispute:** RSA 275:43 I – Weekly, Unpaid Bonus

**Date of Hearing:** May 5, 2022

**BACKGROUND AND STATEMENT OF THE ISSUES**

The current issue concerns the employer's alleged failure to pay the claimant all the wages due to her. Specifically, the claimant asserts that she is owed wages for a \$500.00 signing bonus.

The claimant filed a Wage Claim with the Department on March 9, 2022 for \$500.00 in unpaid wages. A Notice of Wage Claim was forwarded to the employer on March 14, 2022. The employer failed to respond. The hearing request date was March 30, 2022. Hearing Notices were forwarded to the parties on April 4, 2022.

The employer failed to appear. A review of the file indicated that the notice of hearing was mailed to the employer at the address provided in the original claim and was not returned to the Department as undeliverable. It was therefore determined that the employer received adequate notice of the hearing. After waiting 15 minutes for a delayed arrival or other communication from the employer, the hearing proceeded in their absence, consistent with administrative rule Lab 203.04.

**FINDINGS OF FACT**

The claimant is a 40-year-old woman residing in Manchester, New Hampshire. The claimant worked as a retail associate for the employer from November 30, 2021 to February 7, 2022 in Manchester, New Hampshire. The claimant provided documentation and testimony that the employer offered a \$500.00 signing bonus if the employee was hired after September 14, 2021, worked at least one shift during between December 19 and December 25, 2021 and was still employed with the company on January 28, 2022. The claimant testified that she worked each day from December 19 to December 24, 2021 and resigned on February 7, 2022.

The claimant testified that the bonus policy was communicated to her verbally and in writing on her employment agreement, which was not submitted as evidence. The claimant testified that she asked for the bonus numerous times verbally during and after her employment with the employer. The claimant testified that the store manager to whom the wage claim notice was addressed told her to contact Human Resources. The claimant testified that Human Resources told her it was the manager's role to issue the bonuses. The claimant testified that she was not told by management or Human Resources that the bonus offer had been revoked.

The employer failed to respond and failed to appear. At this point the hearing was concluded.

### DISCUSSION AND CONCLUSIONS

The claimant has the burden of proof in these matters to show by a preponderance of the evidence that she is owed additional wages. 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.

RSA 275:43 I considers bonus pay to be wages, when due, if a matter of employment practice or policy, or both. RSA 275:43 I requires that an employer pay all wages due to an employee within 8 days of the expiration of the work week. The employer did not do so.

After reviewing the evidence and testimony, the claimant's wage claim with regards to nonpayment of wages is found to be persuasive. Specifically, the claimant testified that she worked within the time period of the bonus offer and has not been paid the advertised signing bonus. The claimant was credible, and her testimony is adopted. The claimant is owed wages for the time worked.

### DECISION

Based on the testimony and evidence presented, as RSA 275:43 I requires that an employer pay all wages due an employee, this Department finds that the claimant proved by a preponderance of the evidence that she was not paid her full wages.

It is hereby ruled that the Wage Claim is **valid** in the amount of \$500.00.

The employer is hereby ordered to send a check to this Department, payable to ██████████ in the total of \$500.00, less any applicable taxes, with a statement of such deductions within 30 days of the date of this Order.

Date of Decision: May 23, 2022

  
James W. McClain, Jr.  
Hearing Officer

Original: Claimant  
cc: Employer

JWM/nd