

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE**

[2026] NZERA 160
3376103

BETWEEN SEK LUN LEONG
 Applicant

AND FLAME STOPPERS
 LIMITED
 Respondent

Member of Authority: Simon Greening

Representatives: The Applicant in person
 Wayne Barlow for the Respondent

Investigation Meeting: 20 February 2026 in Auckland

Submissions received: 20 February 2026 from the parties

Determination: 18 March 2026

DETERMINATION OF THE AUTHORITY

Employment Relationship Problem

[1] Sek Lun Leong was employed by Flame Stoppers Limited (FSL) in the position of Project Manager from 20 December 2021 until 11 March 2022.

[2] Wayne Barlow is the director of FSL. On 6 March 2022, Mr Barlow advised Mr Leong the company was terminating his employment under the 90-day trial provision in his employment agreement.

[3] On 30 March 2022 Mr Leong raised personal grievances with FSL for unjustified dismissal and unjustified disadvantage.

[4] I explained to Mr Leong at the case management conference (CMC) that his personal grievances for disadvantage and dismissal were raised with FSL on 30 March

2022, and therefore he had until 30 March 2025 to lodge a statement of problem in the Authority.¹

[5] Mr Leong lodged his statement of problem with the Authority on 5 May 2025.

[6] I had a further discussion with Mr Leong at the start of the investigation meeting regarding the statutory three-year time limit for lodging his statement of problem.

[7] Mr Leong said he was not aware of the statutory three-year time limit, but understood that because of the time limit I did not have jurisdiction to investigate his personal grievance claims for unjustified dismissal and unjustified disadvantage.

[8] Putting the personal grievance claims to one side because I do not have jurisdiction to investigate these employment relationship problems, Mr Leong has asked the Authority to investigate whether FSL owes him wages for the final week of employment, and whether FSL should reimburse him for work-related expenses.

The Authority's investigation

[9] For the Authority's investigation written witness statements were lodged by Mr Barlow and Mr Leong. The witnesses answered questions from me under oath or affirmation.

[10] As permitted by s 174E of the Act this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

The issues

[11] The issues requiring investigation and determination are:

- (a) Does FSL owe Mr Leong wages for the period 7 March 2022 to 11 March 2022?
- (b) Should FSL reimburse Mr Leong for work related expenses?

Does FSL owe Mr Leong wages for the period 7 March 2022 to 11 March 2022?

[12] Mr Leong's work involved on-site construction project management.

¹ Employment Relations Act 2000, s 114(6).

[13] On 4 March 2022, Mr Leong told Mr Barlow that his daughter had tested positive for Covid-19 and therefore he would be isolating at home because he was a household contact.

[14] Mr Leong says he worked his normal hours from home that week, however FSL only paid him the Covid-19 leave payment of \$600.

[15] Mr Barlow says Mr Leong's role was operational in nature and based at construction sites. Mr Barlow accepts that Mr Leong may have done some administrative work for FSL while isolating at home, however he says Mr Leong should not receive any further payment beyond the Covid-19 leave payment he has already received.

[16] Mr Leong said approximately fifteen percent of his role involved administrative work, such as phone-calls to the team, contact with team leaders and being the "go to person" as required by team members.

[17] Mr Leong and Mr Barlow both accept that Mr Leong's role was primarily based on construction sites and because he was isolating at home Mr Leong was not able to carry out all of the duties associated with his role.

[18] There is a dispute between Mr Leong and Mr Barlow about how much work Mr Leong could do from home given the nature of his role.

[19] There is insufficient evidence to establish how much work Mr Leong did do from home, considering most of his role involved on-site project management.

[20] However, Mr Leong was not sick. Mr Leong had to isolate at home because of the Covid-19 pandemic.

[21] Therefore, Mr Leong is entitled to the minimum wage for every hour he agreed to work, according to his employment agreement during this period, but was unable to work due to Covid-19 related orders.²

[22] According to the employment agreement, Mr Leong was required to work 44 hours per week for FSL.

² *Sandhu v Gate Gourmet New Zealand Limited* [2021] NZCA 591 at [54].

[23] The minimum wage in March 2022 was \$20 per hour.

[24] Based on his contracted hours of work, Mr Leong would have been entitled to receive \$880 (gross) as wages for the period 7 March to 11 March 2022.

[25] Mr Leong received a Covid-19 leave payment of \$600 which is to be deducted from this amount. This means there is a shortfall in wages owed to Mr Leong of \$280.

[26] Within 28 days of this determination, I order FSL to pay Mr Leong the sum of \$280(gross).

Should FSL reimburse Mr Leong for work related expenses?

[27] Mr Leong says that FSL should reimburse him the following sums for work related expenses:

- (a) The use of Mr Leong's trailer. Mr Leong says FSL should reimburse him \$2,800. Mr Leong says this amount is based on FSL's use of the trailer at a commercially discounted hourly rate of \$80 per hour.
- (b) Mr Leong's use of his own car, because FSL did not supply him with a car. The sum claimed by Mr Leong is the cost of leasing a car, insurance, road user-charges, and servicing. The total sum claimed is \$3,152.88.
- (c) Mr Leong paid for a staff member's farewell lunch. The sum claimed is \$88.96.
- (d) Mr Leong paid for a key lock for the warehouse. The sum claimed is \$30.
- (e) Mr Leong's mobile phone expenses for February 2022. The sum claimed is \$116.12.
- (f) Mr Leong purchased pallets for FSL. The sum claimed is \$120.75.

Expenses ordinarily paid for by FSL

[28] I start with Mr Leong's claim that he be reimbursed for the cost of the lunch, the cost of the key lock for the warehouse, and the cost of pallets.

[29] There is no dispute that Mr Leong paid all of these expenses out of his own pocket.

[30] Mr Barlow says that Mr Leong did not comply with FSL's expense reimbursement policy, and therefore Mr Leong is not entitled to reimbursement.

[31] FSL's expense reimbursement policy was not provided to the Authority, and the employment agreement is silent on the issue of whether Mr Leong would be reimbursed for work related expenses that he paid out of his own pocket.

[32] It is reasonable and equitable to imply a term, that Mr Leong would be reimbursed for expenses that would ordinarily be borne by FSL.³ Mr Barlow was aware that a farewell lunch had been organised by Mr Leong. Mr Leong had to fix the key lock on the warehouse in order to gain access to it. The pallets were used by FSL at a construction site.

[33] All of these expenses were incurred for the employer's benefit.

[34] Within 28 days of this determination, I order FSL to pay Mr Leong the sum of \$239.71.

Company car and mobile phone

[35] Clause 18 of the individual employment agreement records:

You may from time to time, be required to use a company motor vehicle to enable you to efficiently perform your duties. This vehicle is provided solely for work-related use.

[36] Mr Leong says before his first day of work, he spoke to Mr Barlow about when he might receive a work vehicle. Mr Leong recalls Mr Barlow telling him to make his own arrangements for a work vehicle and he would be reimbursed by FSL.

[37] Mr Leong leased a car. Mr Leong understood that FSL would reimburse him the cost of the lease, and any vehicle related expenses.

[38] On 7 February 2022, Mr Leong submitted an invoice to Mr Barlow for the cost of the lease on the car, insurance, and fuel charges. The total sum claimed by Mr Leong for the month of January was \$1,496.86.

[39] This claim was approved by Mr Barlow the following day.

[40] Mr Barlow says this was a one-off reimbursement. Further, Mr Barlow says there was no written agreement between Mr Leong and FSL that would require Mr Leong to be reimbursed for the cost of the lease on the car and vehicle related expenses.

³ *Vulcan Steel Limited v Manufacturing & Construction Workers Union* [2022] NZEmpC 78 at [90].

[41] There was an express term in Mr Leong's employment agreement that he would be provided a company car. This was not a company pool vehicle that would remain at FSL's premises.

[42] This is because a company vehicle, along with a fuel card, were all items included in Mr Leong's salary package as noted in his employment agreement.

[43] FSL paid the invoice for January which is consistent with Mr Leong's evidence that FSL agreed to pay for the lease on the car and related vehicle expenses.

[44] It is a term of Mr Leong's employment agreement that FSL would provide him with a company car and pay for vehicle related expenses.

[45] I now turn to the amount sought by Mr Leong in respect of the lease on the vehicle and related costs. Lease and insurance costs were fixed for January and February. It is not reasonable for FSL to pay for a service of the leased vehicle one month into the term of the lease. The same principle holds true for road user charges. Mr Leong claims road user charges for a three-month period. Mr Leong was only employed for two months.

[46] Taking these calculations into account, I order FSL to pay Mr Leong the sum of \$2,008.72 within 28 days of the date of this determination.

[47] There is an express clause in Mr Leong's employment agreement that FSL could provide him with a mobile phone. Mr Barlow knew that Mr Leong was using his personal mobile phone for work related purposes.

[48] In January, FSL reimbursed Mr Leong the sum of \$75 for using his personal mobile phone for work related purposes. It is a term of Mr Leong's employment that he would be provided with a mobile phone or be reimbursed for the cost of using his mobile phone. This conclusion is supported by FSL's decision to reimburse the cost of using his mobile phone to Mr Leong in January.

[49] Within 28 days of the date of this determination I order FSL to pay Mr Leong the sum of \$75.

The use of Mr Leong's trailer

[50] Mr Leong provided FSL with the use of his personal trailer. However, there was no agreement between Mr Leong and FSL that the company would reimburse him any costs that might occur for use of his trailer.

[51] This claim does not succeed.

Summary and orders

[52] Within 28 days of the date of this determination FSL is ordered:

- (a) To pay Mr Leong the sum of \$280 (gross) for wage arrears for the period 7 to 11 March 2022; and
- (b) To pay Mr Leong the sum of \$239.71 as a reimbursement for business expenses incurred by Mr Leong; and
- (c) To pay Mr Leong the sum of \$2008.72 as a reimbursement for vehicle related costs; and
- (d) To pay Mr Leong the sum of \$75 as a reimbursement for his work-related mobile phone use.

Costs

[53] The parties represented themselves at the investigation meeting. Costs will lie where they fall.

Simon Greening
Member of the Employment Relations Authority