

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2023] NZERA 777  
3223259

BETWEEN                      ARMOUR GROUP LIMITED  
Applicant

AND                              MARK ALLAN ROBINSON  
Respondent

Member of Authority:        David G Beck

Representatives:             Brad Sandri and Mark Caldwell, for the Applicant  
No appearance for the Respondent

Investigation Meeting:      15 November 2023 at Timaru

Submissions Received:      15 November 2023 from the Applicant  
None from the Respondent

Date of Determination:      22 December 2023

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1]        Armour Group Limited (AGL) trading as Ranger Specialist Coatings, is a Timaru based building services company engaged in building maintenance and contracting work. Mark Allan Robinson was employed by AGL as an unqualified builder from 11 July 2022 until he left his employment on 19 January 2023 whilst engaged on labouring work being undertaken on a refurbishment project.

[2] Mr Robinson was a party to an individual employment agreement that he signed on 30 June 2021. It specified in the event he ended his full-time employment Mr Robinson would give AGL notice of: “One (1) Calendar Month”.

[3] AGL says on the early morning of 19 January 2022, Mr Robinson was working sole-charge on a site when he without explanation, abruptly left the workplace and drove the company provided vehicle home. Mr Robinson later that day, outside business hours, left the vehicle with keys in the company yard. AGL says the vehicle left was a carriage for work tools and several were missing (18 items).

[4] AGL says attempts to contact Mr Robinson by phone up to 25 January, proved fruitless. By way of a letter of 25 January over the managing director, Brad Sandri's signature, AGL notified Mr Robinson that they were relying, in the absence of an explanation, on the abandonment clause in his employment agreement that in their view brought the employment to an end that day. AGL's letter sought return of company property being generally described as “plant, equipment, uniform, keys and other property”. Return of such property was sought by the close of business on Friday, 27 January. The letter closed by warning if the property was not returned, Mr Robinson would be approached seeking his consent to make an unspecified deduction from his final pay.

[5] After no response to the initial letter, AGL again wrote to Mr Robinson on 20 February seeking return of:

- i) Small hand tools, hole saw kits and drills
- ii) Battery tools and batteries
- iii) Screws, nails building hardware and materials.

[6] A deadline of 23 February was set for return of the above items and a suggestion was made that Mr Robinson had breached his employment agreement and, a complaint to the police was contemplated by AGL. The 20 February letter concluded: “The company is still unable to process a final pay to you, until this matter is resolved”. Mr Robinson responded by email of 22 February refuting any claims he was holding any AGL property claiming all tools he had in his possession were his own whilst contradictorily indicating he had arranged for AGL to purchase some tools for his use in employment. Mr Robinson suggested he had

abruptly left his employment due to a belief that unnamed AGL employees had been making unspecified, defaming remarks about him and he threatened a personal grievance if he did not receive his final pay.

[7] After Mr Robinson, communicated further by email of 3 March citing the Wages Protection Act and that he had not agreed to any deductions being made, AGL relented and processed Mr Robinson's full final pay.

[8] Mr Robinson did not engage in the investigation meeting so I did not hear his perspective of the situation but I am satisfied he has been served with AGL's statement of problem and was aware of the disputed matters and the timing of the investigation meeting. Mr Robinson did file a statement in reply conceding he had abandoned his employment but claimed justification for such was that he perceived he had been defamed by AGL suggesting he had been removing company plant and equipment without authorisation. In addition, on the day prior to the investigation meeting, Mr Robinson emailed the Authority indicating he was out of town for the investigation meeting but he did not seek an adjournment. Mr Robinson reiterated claims that AGL was engaged in a smear campaign against him and he emphasised he was refusing to attend a meeting involving AGL managers.

### **The Authority's investigation**

[9] Pursuant to s 174E of the Act, I make findings of fact and law and outline conclusions to resolve the disputed issues and make orders but I do not record all evidence. I have carefully considered the helpful submissions and information provided by both parties and refer to these where appropriate and relevant.

[10] At the investigation meeting I heard evidence from Brad Sandri, AGL's managing director, who spoke to a written statement he provided. Mr Sandri indicated that after Mr Robinson left the work site, attempts to clarify why he had done so by phone text and email produced no response.

[11] Mr Sandri says AGL was greatly inconvenienced and had to engage an additional contractor to complete Mr Robinson's work. Initially, AGL sought reimbursement of the

costs of engaging the contractor but then resolved to seek damages for Mr Robinson's breach of his employment agreement in failing to provide notice of his intention to resign. In addition, AGL sought to recover the costs of tools they say they supplied Mr Robinson because upon resignation he retained such. However, despite being requested to do so after the investigation meeting, AGL did not provide a detailed breakdown of the cost of the tools so I am unable to resolve this claim.

### **Issues**

[12] The Authority must consider whether:

- (a) In abandoning his employment without explanation did Mr Robinson breach his employment agreement's notice provision and if so;
- (b) can AGL recover an award of damages to compensate them for Mr Robinson's breach.

### **Assessment**

[13] As Mr Robinson did not participate in my investigation the only evidence, I have of his stance on the matters in dispute was text and emails. The content of such exchanges displayed an unwillingness to acknowledge that he failed to allow AGL to address any of his concerns before he abruptly left his employment. I find the circumstances of Mr Robinson leaving his employment on 19 January 2023 amounted to an abandonment without good reason and he breached his employment agreement by failing to give one month's notice (effectively 20 working days). This caused AGL significant short-term inconvenience and additional costs.

[14] For the identified breach of the employment agreement, the Authority considers it equitable to direct Mr Robinson to pay compensation for his abandonment and failure to work out an agreed notice period. I set that sum in the amount of \$3,000.

## **Orders**

[15] I order that Mark Alan Robinson must pay Armour Group Limited the following amount: \$3,000 for breaching a requirement to provide one month's notice of his employment ending.

## **Costs**

[16] Costs are not at issue as the applicant company was self-represented.

David G Beck  
Member of the Employment Relations Authority