



attend or be represented at the investigation meeting, as his advocate reaffirmed that she had no instructions.

[3] It was Mr Meachen's responsibility to inform his advocate and the Authority of any change of the address for service. I was therefore satisfied that there was no good cause shown for Mr Meachen's failure to attend or be represented. I therefore determined to act as fully in the matter before the Authority as if Mr Meachen had duly attended or been represented.

[4] At the investigation meeting I heard evidence from the principal of The Angus Hotel, Mr Graeme Jones. I questioned Mr Jones closely about the events that led to the employment relationship problem. I am satisfied, from the documentary evidence and Mr Jones' evidence, which I have no reason to doubt, of the following facts.

[5] Mr Meachen, having previously worked in security at The Angus Hotel, was employed as a cashier and storeperson in its bottle store from 20 November 2007. There were a number of problems during the course of Mr Meachen's employment, primarily related to issues of intoxication. For example, he had on occasions had to be sent home at the beginning of his shift because he was intoxicated. On other occasions he did not turn up for work for the same reason.

[6] On 19 March 2008, Mr Meachen called in to The Angus Hotel to collect his pay for the previous week. Despite being due for work at 4pm that day he did not attend. Nor did he attend for work as required on 20 and 22 March. During this period Mr Jones telephoned Mr Meachen several times and even went around to his house to try and make contact with him. He was unable to locate Mr Meachen. Mr Jones came to the view that the employment relationship had been terminated by Mr Meachen by reason of abandonment without notice, as per the parties' employment agreement, which provided that The Angus Hotel would be entitled to so conclude where an employee absents himself from work for three or more consecutive scheduled working days without notification to the employer.

[7] On 27 March, Mr Meachen turned up at The Angus Hotel to provide his resignation on two weeks' notice in writing. He was told, however, that he was no longer an employee of The Angus Hotel because of his previous failure to turn up to work in the last eight days. He then left, but signed out some liquor from the bottle store as if he was an employee.

[8] The next day, Mr Meachen returned to the bottle store and again took product, despite being told at the time that he was not entitled to do so. Mr Meachen was subsequently convicted for theft and ordered to pay reparation for the alcohol taken.

[9] I am satisfied that Mr Meachen had decided to quit his job at The Angus Hotel. The fact that he came in to resign after not having worked as required for last eight days demonstrated that he left of his own accord. His subsequent actions tend to support this conclusion.

[10] I therefore dismiss Mr Meachen's claim for unjustified disadvantage, as there is no evidence to support Mr Meachen's claim that he was on ACC over the period, or that he had told his employer so. Rather the evidence discloses that Mr Meachen left of his own accord after failing to turn up for work for over a week. As required under the employment agreement Mr Jones made reasonable enquiries of Mr Meachen's whereabouts before concluding that he had abandoned his employment.

[11] There is no evidence to support a claim that any other wages were owed to Mr Meachen. In particular, Mr Meachen's claim for holiday pay over the Christmas period was taken up with a Labour Inspector, who was subsequently informed by Mr Meachen that he wished to close the file on the matter. All Mr Meachen's other claims are therefore dismissed for lack of evidence.

[12] Costs are reserved.

**G J Wood**  
**Member of the Employment Relations Authority**