

Under the Employment Relations Act 2000

**BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND OFFICE**

BETWEEN John Lyndon Lawrence (Applicant)
AND Commsoft New Zealand Ltd (Respondent)
REPRESENTATIVES John Lyndon Lawrence In person
Mark Taylor, Advocate for Respondent
MEMBER OF AUTHORITY R A Monaghan
INVESTIGATION MEETING 10 October 2005
DATE OF DETERMINATION 11 October 2005

DETERMINATION OF THE AUTHORITY

[1] John Lawrence and his former employer, Commsoft New Zealand Limited (“Commsoft”) reached an agreed termination of employment incorporating an agreement in settlement of Mr Lawrence’s personal grievance.

[2] Among other things the written terms of the agreement record that Mr Lawrence was to receive two payments of \$7,500 each, together with payment of outstanding holiday pay. The payments were described in the agreement as ‘salary’ payments. Mr Lawrence says that description is an error, in that the parties’ agreement was that Mr Lawrence receive payments under s 123(1)(c)(i) of the Employment Relations Act 2000 in respect of what would otherwise have been his claim for unjustified dismissal.

[3] I am satisfied that the parties discussed and agreed the payment on that basis, and that the reference to ‘salary’ payments is an error. The agreement should have read:

“Commsoft NZ is prepared to offer the following severance:

1. Two payments of \$7,500 each under s 123(1)(c)(i) of the Employment Relations Act 2000, payable on Friday 3 June 2005 and Friday 10 June 2005, together with accrued holiday entitlement”
2. ...”

[4] I rectify the agreement accordingly.

R A Monaghan
Member, Employment Relations Authority