

**IN THE EMPLOYMENT COURT  
WELLINGTON REGISTRY**

**[2013] NZEmpC 209  
WRC 13/13**

IN THE MATTER OF proceedings removed from the  
Employment Relations Authority

BETWEEN NEW ZEALAND AMALGAMATED  
ENGINEERING PRINTING AND  
MANUFACTURING UNION INC  
Plaintiff

AND SEALED AIR (NEW ZEALAND)  
Defendant

Appearances: Greg Lloyd, counsel for the plaintiff  
Lorne Campbell, counsel for the defendant

Judgment: 21 November 2013

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**JUDGMENT OF JUDGE A A COUCH**

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[1] The plaintiff and defendant are parties to a collective agreement which expired in September 2012. More than 100 employees of the defendant are members of the plaintiff union and were bound by that collective agreement.

[2] On 13 August 2012, the plaintiff initiated bargaining for a new collective agreement. A bargaining process agreement was concluded and the parties duly engaged in bargaining. On 26 November 2012, the parties' bargaining agents believed they had reached agreement. A document recording the terms of settlement was prepared for the purpose of ratification by affected members of the plaintiff.

[3] On 27 November 2012, the affected members of the plaintiff voted to accept the agreed terms of settlement but, about a week later, a dispute arose about the meaning and application of a term relating to allowances (the interpretation dispute). This led to a dispute about whether a new collective agreement based on the agreed

terms of settlement had been ratified by the affected members of the plaintiff and whether bargaining had concluded (the bargaining dispute).

[4] Both the bargaining dispute and the interpretation dispute were the subject of a proceeding lodged with the Employment Relations Authority on 27 March 2013. The defendant applied to have the bargaining dispute removed into the Court pursuant to s 178(2) of the Employment Relations Act 2000 (the Act). In a determination dated 16 May 2013,<sup>1</sup> the Authority concluded that it was appropriate to remove the bargaining dispute into the Court on the grounds that an important question of law was likely to arise other than incidentally. At the suggestion of the plaintiff, the Authority also removed the interpretation dispute into the Court so that the whole proceeding might remain together.

[5] In a joint memorandum dated 12 November 2013, the parties advised the Court that the bargaining dispute has been resolved by agreement. The new collective agreement has been ratified by the plaintiff's members and the agreement itself has been signed.

[6] The interpretation dispute is still to be resolved. The parties jointly ask the Court to make an order under s 178(5) of the Act directing the Authority to investigate that matter. As the Authority's reasons for removal related solely to the bargaining dispute, it is appropriate that such an order be made and I do so.

[7] Both parties seek costs in relation to the proceeding before the Court. By agreement, I direct the parties to file and serve memoranda setting out their claims for costs within 10 working days after the date of this decision. The parties will then have five working days to provide memoranda in response.

AA Couch  
Judge

Signed at 12.15pm on 21 November 2013.

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<sup>1</sup> [2013] NZERA Wellington 52.