



# Employment Court of New Zealand

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## Severinsen v AFFCO New Zealand Limited [2015] NZEmpC 128 (30 July 2015)

Last Updated: 7 August 2015

IN THE EMPLOYMENT COURT WELLINGTON

[\[2015\] NZEmpC 128](#)

EMPC 4/2015

EMPC 46/2015

IN THE MATTER OF challenge to a determination of the  
Employment Relations Authority

BETWEEN PAUL SEVERINSEN, JIM PULLINS,  
RICHARD STEELE, ROSS WAKELING,  
KERRY BOURKE, BARRY HINGA,  
LEE KARAMAINA, ERIC HULENA,  
PAUL MASTERS AND JASON RANGI  
Plaintiffs

AND AFFCO NEW ZEALAND LIMITED  
Defendant

Hearing: (on the papers by joint memorandum filed on 28 July  
2015)

Counsel: E Unsworth, counsel for the plaintiffs  
R Webster, counsel for the defendant

Judgment: 30 July 2015

JUDGMENT OF JUDGE A D FORD

**THE FOLLOWING ORDERS ARE MADE BY CONSENT:**

1. The Defendant will pay to the Plaintiffs c/- the Meatworkers Union ("the Union") compensation in the sum of \$20,000 (to be divided as the Union sees fit between the Plaintiffs);
2. The Union and the Defendant agree that clause 10 d) of the now expired collective Agreement between them signed 29 May 2012 is interpreted as follows:

*All employees may be transferred within and/or across departments and to any tasks within their ability at the discretion of the company and dependant on the company's operational requirements. Employees may be transferred from department to department to ensure the smooth and efficient operation of the work and shall be paid the rate applicable to the job. Except if an employee is temporarily transferred from*

PAUL SEVERINSEN, JIM PULLINS, RICHARD STEELE, ROSS WAKELING, KERRY BOURKE, BARRY HINGA, LEE KARAMAINA, ERIC HULENA, PAUL MASTERS AND JASON RANGI v AFFCO NEW ZEALAND LIMITED NZEmpC WELLINGTON [\[2015\] NZEmpC 128](#) [30 July 2015]

*his/her department to another department at the request of the company and his/her department of origin continues to operate as normal then the employee will be paid at the higher of the rates of department of origin or department worked in based on the hours actually worked. This is not for employees transferred from department to department to make up for a lack of work in their department of origin.*

3. Neither party will in the future seek to rely on the Authority Determination of 19 December 2014 in any future proceedings and instead record that they disagreed with it but settled the matter subsequently out of Court. The Defendant acknowledges the existence of departmental (as opposed to plant) seniority at Imlay, Whanganui.

4. Both sides withdraw their challenges (on the basis that matters are settled) with no issue as to costs.

A D Ford

Judge

Judgment signed at 9.30 am on 30 July 2015

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