IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND

I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE

[2025] NZERA 848
3428364

	BETWEEN	MARITIME UNION OF NEW ZEALAND INC First Applicant
	AND	HECTOR THORPE AND FIVE OTHERS Second Applicants
	AND	NEW ZEALAND MERCHANT SERVICE GUILD IUOW INC Third Applicant
	AND	HOLCIM (NEW ZEALAND) LIMITED Respondent
Member of Authority:	Nicola Craig	
Representatives:	Simon Mitchell KC and Angus Drumm, counsel for the first and second applicants Paul McBride, counsel for the third applicant Sherridan Cook and Sianatu Lotoaso, counsel for the respondent	
Investigation Meeting:	18 December 2025, in Auckland and by audio-visual link	
Submissions received:	At the investigation meeting from the applicants At the investigation meeting from the respondent	
Date:	23 December 2025	

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Members of the Maritime Union of New Zealand Inc (MUNZ), including the second applicants, and the New Zealand Merchant Service Guild of New Zealand

Industrial Union of Workers Inc (the Guild) work on a vessel called the MV *Buffalo,* currently operated by Holcim (New Zealand) Ltd (Holcim or the company) out of Timaru. Holcim runs an integrated heavy construction materials business. The *Buffalo* transports Holcim cement around the New Zealand coast.

[2] Recent events have been described on MUNZ's behalf as like being on a roller coaster, with considerable uncertainty and changes in circumstances.

[3] In early 2025 Holcim consulted about alternative maritime options to the *Buffalo.*

[4] In mid-2025 Holcim entered into an agreement to sell the *Buffalo,* to be implemented on 28 December 2025. Earlier MUNZ brought proceedings against Holcim and also separately against companies incorporated outside New Zealand, referred to here broadly as Nova Marine. This includes Alton Shipping Ltd, a Maltese company, which was to provide another vessel known as the MV NACC *Vega,* under time charter, to carry Holcim cement.[1]

[5] Initially it seemed Nova Marine or Alton would offer employment to the *Buffalo* crew, on a fixed term basis. That did not occur with Holcim employment continuing.

[6] Nova Marine, on Alton's behalf, applied for a Ministerial authorisation under s 198 of the Maritime Transport Act 1994 permitting what would otherwise be unlawful – a foreign operator running a foreign ship, the *Vega,* carrying coastal cargo with a foreign crew.

[7] Holcim gave notice to the *Buffalo* crew that their employment was to be terminated on 28 December 2025, due to redundancy. Subsequently the Ministerial authorisation was declined. Holcim announced publicly it will be transporting its cement by a combination of road and rail from 28 December 2025.

[8] Last week saw advertising of what appeared to be the positions needed for the *Vega* on an online employment website, with an explanation subsequently offered, as set out below.

---

[1] *Maritime Union of New Zealand Inc v NovaAlgoma Cement Carriers Ltd & Anor* [2025] NZERA 703.

[9] MUNZ now seeks an interim injunction preventing Holcim from making the second applicant seafarers redundant. The Guild has been joined as a party. Holcim opposes an injunction being ordered.

The Authority's process

[10] Urgency was sought for the injunction application and an undertaking as to damages provided by MUNZ.

[11] Holcim did not take issue with urgency but considered there was no reasonable cause of action disclosed, suggesting the Authority should strike out the application. It did not think it should have to defend the injunction application.

[12] A case management conference was held on 5 December 2025. Urgency was granted. The time it would take to deal with a strike out application was not seen as much less than that to consider the interim injunction application. However, if a strike out application was unsuccessful, it would have been near impossible to hear and determine the interim injunction application before the upcoming Christmas break. The Authority thus proceeded to investigate the interim injunction application. A timetable was set with an investigation meeting to hear submissions on 18 December.

[13] A further case management conference was held on 11 December 2025 after the Ministerial authorisation was declined. MUNZ had sought mediation, but Holcim was reluctant, and the union thus did not press for mediation. The parties agreed a common bundle of documents lodged in a related proceeding could be used for the purposes of this application, subject to confidentiality and non-publication orders made in that other case.

[14] Then the Guild applied to be joined as a party to this proceeding. Holcim objected to joinder on the basis that it would not more effectually dispose of this matter, under s 221 of the Employment Relations Act 2000 (the Act) and the company would be materially prejudiced preparing for the upcoming hearing on 18 December. A case management conference was held on 17 December 2025 with a colleague standing in for the Guild's representative, who was in a hearing elsewhere. Joinder was granted with the Authority understanding that the Guild wished for an interim injunction to be ordered regarding its members as well. The Guild was directed to lodge a statement of problem and subsequently an undertaking as to damages.

[15] A statement of problem was received from the Guild, seeking compliance orders with its collective agreement and s 4 of the Act and an injunction restraining Holcim from making its members redundant.

[16] Affidavits were received from Holcim seafarer and President of the Local 13 (MUNZ's Auckland branch) Hector Thorpe (original and updated), MUNZ's Russell Mayn, Holcim's Executive General Manager Michael Miller (original and reply) and Special Projects Manager and Ship Owner Paul Coleman MNZM (redacted and unredacted versions).[2]

[17] To accommodate additional preparation time, the investigation meeting was held on 19 December 2025 in Auckland and by audio-visual link, to hear submissions from the parties. At that point the Guild's representative indicate interim injunctive relief was not sought, acknowledging that an interim compliance order could not be made. The Authority indicated it was not persuaded that it should make substantive orders, such as a compliance order, at this point of time.

The issues

[18] The interim issues for investigation and determination are:

(a) Is there a serious question to be tried that:

(i) there has not been consultation on the transportation of Holcim's cement using land transport vehicles, thus breaching s 4(1A)(c) of the Act; and

(ii) the redundancy notices are not consistent with clause 35(c) of the collective agreement between MUNZ and Holcim?

(b) Where does the balance of convenience lie between the parties?

(c) Where does the overall justice lie in deciding whether an interim injunction should be issued?

[19] An additional question was initially raised by MUNZ about whether redundancy notices could be issued while future arrangements about movement of Holcim's concrete are not clear. Although MUNZ still refers in submissions to future uncertainty, this question was not the focus of submissions, now that Holcim has indicated they will transport by road and rail.

[2] 'Ship owner' is the term used to indicate the highest point of contact ashore should an emergency occur.

Factual summary

[20] A summary of events follows, on the basis of limited interim evidence in this matter and the documents in another MUNZ and Holcim matter, referred to above. No decision regarding disputed evidence can be made in these circumstances.

[21] The second applicants Chief Integrated Rating Rory Devine, Integrated Ratings Hector Thorpe, Andrew Hughes and Joseph Fleetwood, Chief Cook Michael Hanson and Chief Steward Wayne Bell all work for Holcim on the MV *Buffalo* (referred to as the seafarers). There are several Guild members also employed for work on the *Buffalo.*

[22] MUNZ and Holcim are parties to a collective agreement with a term of 1 January 2024 to 31 December 2025. The Guild and Holcim are parties to a Masters & Officers Collective Agreement running from 1 April 2024 to 30 June 2025.[3]

[23] Both collective agreements have coverage provisions for their occupational groups including covering work on "any other replacement vessel owned, operated, or demise chartered" by Holcim.[4]

[24] In about late 2024 Holcim entered into discussions with Swiss companies Nova Marine Carriers SA and its subsidiary NovaAlgoma Cement Carriers SA about the sale of the MV *Buffalo* and subsequent arrangements. Several possible plans were explored including types of charter back to Holcim or replacement with a smaller vessel.

[25] In February 2025 Holcim provided consultation documents to the unions and *Buffalo* crew. A 19 February 2025 consultation pack put up potential options:

- Right sized (ie smaller) pneumatic cement carrier
- Standard bulk carrier with mounted unloader
- Standard bulk carrier with shore-based mobile unloaders
- Continue with MV *Buffalo.*

[26] A third party shipping provider was raised as a possibility. The pack has the third option as Holcim's preference. The HR manager's notes to himself indicate Holcim is committed to coastal shipping. MUNZ preferred a new or replacement suitable vessel. Meetings were held.

[3] Extended under s 53 of the Employment Relations Act 2000 (the Act).
[4] Collective agreements, clause 4.

[27] Holcim's 15 April 2025 pack announced a preliminary decision to pursue a new preferred option – a right-sized (ie smaller) pneumatic cement carrier solution but using the *Buffalo,* possibly under time charter, for the remainder of the year.

[28] Discussions were underway with Nova Marine about Nova Marine buying the *Buffalo* and time chartering it back to Holcim until a different pneumatic carrier could be deployed in late 2025. Thus ownership and operations would transfer to Nova Marine. Discussions were noted to be continuing.

[29] On 20 May 2025 Holcim advised the union that principal commercial terms had been agreed with Nova Marine, with an overseas company assuming ownership of the *Buffalo* in mid to late July 2025 and continuing to operate that vessel until the arrival of the new pneumatic cement carrier, currently scheduled for the end of the year. Once the final decision was made Holcim would issue redundancy notices to staff with Nova Marine indicating it would offer fixed term agreements until the end of the year.

[30] A draft individual employment agreement for *Buffalo* crew to become fixed term employees of Nova Marine was sent to the unions by Holcim. This included some different terms to those in the collective agreements – including no provisions for equal time on (the vessel) and off. In late May 2025 meetings were held between each union, a lawyer representing Nova Marine and a New Zealand ship agent.

[31] Offers of employment to *Buffalo* crew did not proceed – Nova Marine notified Holcim it wished to buy the *Buffalo* but not charter it back, rather taking it away from New Zealand.

[32] On around 23 June 2025 Holcim and Nagu Shipping S.A. (Nagu) entered into a Memorandum of Agreement (MOA) for the sale of the *Buffalo*. Around the same time Holcim entered into a General Time Charter Party with Alton Shipping Ltd, with its performance guaranteed by NovaAlgoma Cement Carriers SA. A time charter broadly speaking, involves the ship owner being responsible for the crew, rather than the charterer, whose goods are being transported.

[33] Under a 5 July 2025 announcement pack Holcim informed crew that it would continue to operate the *Buffalo* until the end of the year when it would be sold and a replacement vessel arrived, managed by Nova Marine.

[34] The Maritime Transport Act 1994 protects coastal shipping through the restrictions in s 198 on ships carrying coastal cargo, other than incidental carriage – the ship must be a New Zealand ship or a foreign ship on demise charter to a New Zealand based operator who employs or engages the crew under New Zealand law.

[35] Nova Marine, on behalf of Alton Shipping Ltd, applied for Ministerial authorisation, sometimes referred to as an exemption or flag waiver, for a ship falling outside those conditions, under s 198(2) of the Maritime Transport Act. As a foreign company, it sought to operate the foreign vessel *Vega* with a foreign crew. Mr Thorpe's view (which has not been challenged here) is that the terms and conditions which would then apply, namely "international conditions", are "substantially less advantageous to seafarers than the conditions contained in the collective agreement".

[36] On 28 November 2025 Mr Thorpe received a letter informing him that his role has been identified for disestablishment, and unless suitable redeployment within Holcim is available, his employment would be terminated by way of redundancy to take effect on 28 December 2025. On the evidence before me currently, all crew received substantially similar letters, other than regards details of their individual redundancy entitlements.

[37] There are said to be no suitable vacant positions within Holcim for redeployment but the company will continue to assess any redeployment opportunities.

[38] Around 9 December 2025 the Minister declined the authorisation application.

[39] Affidavit evidence from another Authority matter, presented without objection, has the COO of Nova Marine Carriers SA, saying that if the flag waiver is not granted, the time charter in its current form will not be "workable. As such the parties would need to negotiate an alternative arrangement".

[40] Holcim informs the Authority it intends to hand over its vessel to Nagu on 28 December 2025, as required by the MOA for sale of the MV *Buffalo.* It understands Nagu will undertake repairs and maintenance on the vessel in China and does not intend to return it to New Zealand.

[41] Mr Miller's evidence is that Alton is still considering its position under the time charter for the *Vega* and Holcim has "yet to receive any notice of an intended arrival" of that vessel. He also understands "from previous communications that Alton will not

be making any offers of employment to the existing crew of the MV Buffalo, including the second applicants". Evidence from a 18 December 2025 email from Nova Marine's legal representative in New Zealand is that discussions are occurring between Alton Shipping Ltd and Holcim.

[42] The *Buffalo* will be "out of class" by late January 2026, similar to not having a warrant of fitness, with Holcim saying it will be "unable to operate safely" until surveyed.

[43] Further, Mr Miller's evidence is that the company decided that from 28 December 2025 it will transport its cement by road and rail, in order to protect its commercial position after it became clear the *Vega* will not arrive as scheduled. This was the subject of media comment but on the evidence before the Authority, not communicated directly to the unions. There is little evidence before the Authority regarding how such an arrangement would operate other than Mr Miller's reply evidence of extending the company's current owned and contractor road transport fleet, with "underutilised road and rail transport assets".

[44] Questions arose about the advertisements posted on 12 and 15 December 2025 for Timaru based crew roles, which were in keeping with crew requirements in the *Vega's* safe manning certificate. Nova Marine/Alton's lawyer advised on 18 December that the ads were placed by immigration advisors assisting their client. The advisors were engaged "to provide support with obtaining visas for the foreign crew of the *Vega* pending the flag waiver authorisation". The ads are said to be posted without instructions and through an error on the immigration advisors' part. Nova Marine/Alton apologised for any inconvenience which may have been caused.

[45] This explanation is questioned on MUNZ's behalf, which does not see a reason to advertise when the foreign crew were intended to be brought in if the flag waiver application was successful. The union sees the ads as making sense if the *Vega* is coming to New Zealand (in the near future). Holcim sees this as speculation.

Considerations

[46] It is not disputed that the Authority has jurisdiction to order an interim injunction effectively pausing an employer's process towards terminating the employment of its employees.[5]

[47] However, it is unusual for the Authority to intervene to restrain an employer from taking further steps in an employer's investigation or disciplinary process. The rationale for this is described in *Ports of Auckland Ltd v Findlay* by the Employment Court:

> … [O]rders restraining an employer from proceeding with an investigative/disciplinary process into concerns about employee conduct will be rare. That will be even more so where, as here, permanent orders are sought restraining an employer from taking any further steps at all, effectively halting the employer's processes in their tracks. The reasons for this are clear. The first point is that such an approach runs the risk of putting the cart before the horse, and pre-judging the endpoint that an employer might (but might not) get to. It also runs the risk of cutting across an employer's obligation to investigate concerns, including health and safety concerns impacting on other employees. Also relevant is the interest, both to the individuals concerned, and more generally, in allowing such processes to run their course without undue interruption and delay. A stop-start approach to an investigative and disciplinary process which invites intervention along the way from the Authority; the Employment Court on challenge; and potentially the Court of Appeal and Supreme Court by way of further appeal; is plainly undesirable for public policy reasons.[6]

[48] Although the present situation does not involve an investigative or disciplinary process, there is an argument that intervention during a redundancy process could be seen as causing similar difficulties. On the other hand, the notices of termination have been issued and there is no indication that Holcim intends to take any different approach than allowing the employment to finish on 28 December 2025 under the notices.

[49] Submissions for Holcim emphasise that there are few Employment Court decisions where redundancies have been prevented – *New Zealand Seafarers Union Inc v Silver Fern Shipping Ltd (No 2), Carruthers v London Bookshops Ltd* and *Edwards v Two Degrees Mobile Ltd.*[7] Those cases are all seen as involving employers accepting

---

[5] *Ports of Auckland Ltd v Findlay* [2017] NZEmpC 45.
[6] *Ports of Auckland Ltd v Findlay* [2017] NZEmpC 45 at [23].
[7] *New Zealand Seafarers Union Inc v Silver Fern Shipping Ltd (No 2)* [1998] 3 ERNZ 768*, Carruthers v London Bookshops Ltd* WEC 66/94, 14 December 1994 and *Edwards v Two Degrees Mobile Ltd* [2012] NZEmpC 111.

there were serious questions to be tried or such conclusion being readily available on the facts, as well as involving suggestions of ulterior motives by the employer in making redundancies.

Serious issue to be tried exists

Lack of consultation / Good faith

[50] MUNZ and the Guild argue that Holcim has not consulted on its new, substantially different, arrangement for cement transportation and until that occurs redundancy cannot be justified.

[51] Holcim argues that it consulted regarded the sale of the *Buffalo* and that is what is going ahead, with the decline of the authorisation application under s 198 being irrelevant. It does not consider it needed to consult on what was then to happen to its cement, as it did not and could not have affected the seafarers' roles.

[52] In summary, the early 2025 consultation was undertaken with four possible outcomes, all maritime. By the time of the announcement of a preliminary decision, a somewhat different outcome, albeit still maritime, was adopted. Then the outcome Holcim announced in the November 2025 redundancy letters is road and rail transportation, rather than maritime.

[53] Mr Miller and Mr Mayn give conflicting evidence over the feasibility of a quick pivot to land transport solutions but I do not need to make a decision here regarding that.

[54] Under s 4(1A)(c) of the Act the duty of good faith:

> without limiting paragraph (b), requires an employer who is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of 1 or more of his or her employees to provide to the employees affected –
>
> (a) Access to information, relevant to the continuation of the employees' employment, about the decision; and
>
> (b) An opportunity to comment on the information to their employer before the decision is made.

[55] In terms of consultation Judge Holden's description in *Lyttelton Port Company Ltd v Maritime Union of New Zealand* is of assistance:

> Consultation is not a negotiation … It involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses, and then deciding what will be done. The party being consulted must be adequately informed so as to be able to make intelligent and useful responses. Consultation must be allowed sufficient time, and genuine effort must be made. It is to be a reality, not a charade. It is implicit that the party obliged to consult, while entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh.[8]

[56] Additionally under s 4(1A) of the Act the duty of good faith includes requiring the parties to be active and constructive in maintaining a productive employment relationship, which includes being communicative.[9]

[57] Clause 39 of MUNZ's collective agreement also requires if:

> … the work of any of the Employees/Seafarers … is to be contracted out or the business of the Company is to be sold or transferred, the parties will consult in good faith to deal with the rights and obligations of the Employees/Seafarers and the Company with a view to protecting Employees/Seafarers bound by the Agreement from being disadvantaged.

[58] Regarding a change in circumstances, MUNZ relies on the Employment Court's decision in *Malaysian Airline System BHD (New Zealand) Ltd v Malone*:

> … a failure on the part of the employer to advise the employee that the circumstances have changed since the issuing of the redundancy notice, and the failure to offer continued employment of the employee who has been properly declared redundant, would amount to the breach of the obligations of mutual trust and confidence and the requirements of good faith in the Act and would open the employer to an unjustifiable dismissal claim … .[10]

[59] Also of relevance is the authority determination *Penny v Frello Ltd* involving proposed reduction of engineers by five to three with one of the five resigning before the proposal was circulated, without it being corrected:

> …Consulting on incorrect information and failing to consider a significant change in circumstances so close to the final decision being made in this case has a direct bearing on the genuineness of both the consultation about the restructure proposal and the decision making.[11]

---

[8] *Lyttelton Port Company Ltd v Maritime Union of New Zealand* [2025] NZEmpC 167 at [80].
[9] The Act, s 4(1A)(b).
[10] *Malaysian Airline System BHD (New Zealand) Ltd v Malone* Employment Court, Auckland, AC 33/03, 28 April 2003 at [2].
[11] *Penny v Frello Ltd* [2025] NZERA 317 at [36].

[60] On the evidence before the Authority there has been no communication from Holcim to MUNZ or the seafarers regarding the changed circumstances of the Ministerial decline – such as why Holcim is obliged to continue with the sale of the *Buffalo,* in circumstances where Nova Marine or an associated company does not provide a replacement vessel.

[61] There has also been no attempt to consult on the new proposal for land transportation. Aside from the arguments for other crew, this change is particularly significant to the Chief Cook and Chief Steward who currently have an issue in another proceeding with Holcim that they are entitled to transfer (to the *Vega*) under Part 6A of the Act.

[62] Holcim's position is that the redundancy event is the sale of the *Buffalo* – as that has been consulted on, without seemingly any concerns about the consultation process, Holcim has met its obligations. The *Buffalo* is still being sold and thus its crew have been consulted and are now redundant.

[63] Holcim's argument focuses on the "we're thinking about not doing it this way anymore" part of the change scenario, without examining the other part of the change "we're thinking about doing it this way instead", including the new proposal. It is difficult to see the first question as completely separated from the second question, with employees having no input into the second question.

[64] The questions can be seen as related, so for example a comparison of the cost of retaining and maintaining the *Buffalo* compared to the cost the road and rail approach.

[65] Here it is arguable that the prospect of Holcim moving away from a maritime solution to a road and rail solution is a decision likely to have adverse effect on continuation of employment. And, other than through this proceeding, the evidence is there has been no information provided to MUNZ regarding such a proposal and thus no provision of information, such as the costings, or the seeking of comment.

[66] How this situation will play out is not certain. Mr Miller's evidence leaves open the prospect of the Vega arriving. Holcim also faces the advertising for new positions, which could be an error, after the exemption was declined but, as submitted could also be seen as trying to establish a basis for arguing there not being New Zealand crew available, thus supporting visa applications for immigrant crew.

Conclusion on s 4

[67] MUNZ and the seafarers have established an arguable case that Holcim breached its statutory good faith obligations to consult thus leaving Holcim unable to justify its decision to make the crew redundant. The genuineness of the decision to make the crew redundant at this point potentially comes into play.

Notice of termination

[68] I refer only briefly to this question, as a serious question to be tried has already been established.

[69] MUNZ argues that notice of termination was not properly given as required by clause 35(c) of the collective agreement:

> Where the company is giving notice of termination, any leave due shall not form part of the requisite one month's notice.

[70] As the seafarers work on a 28 days on and off cycle, MUNZ argues that there were employees who were given notice whilst on "leave", with the 28 days off period constituting leave.

[71] The seafarers do not accrue annual holidays in the same way other employees do under the Holidays Act 2003. Clause 16 of the MUNZ collective agreement is entitled "Leave and Time-Off".

[72] MUNZ submits that the notice period for termination can only include days that a seafarer is on the vessel. It does not say that these must be continuous days.

[73] The Guild supports the interpretation put up for MUNZ. A somewhat similar provision appears in clause 19 of the Guild's collective agreement with Holcim. The Guild also relies on an Authority determination in *New Zealand Merchant Service Guild IUOW & Ors v Holcim (New Zealand) Ltd* regarding sick leave.[12]

[74] Holcim's interpretation is that clause 16 does not mean that the 28 days off period is leave, so days off can be included for the purposes of the clause 35 notice calculation.

---

[12] *New Zealand Merchant Service Guild IUOW & Ors v Holcim (New Zealand) Ltd* [2021] NZERA 301.

[75] Mr Coleman's and Mr Mayn's affidavits do not agree on the meaning of leave under the agreement.

[76] The arrangement under clause 16 appears a complex and unusual one in comparison with more standard working arrangements. It will need to be further examined.

Balance of convenience favours MUNZ and the seafarers

[77] Now a balance is required between the detriment to the seafarers if their employment ceases from 28 December 2025, compared to the detriment to Holcim if it is required to continue to employ them on an interim basis. None of the parties provided strong evidence of impact of an interim injunction, or the decline thereof, on them.

[78] Adequacy of damages is part of the balance assessment.

[79] If an interim order is not made, the seafarers will be out of work which of itself tends to be disadvantageous, financially as well as from other perspectives. The following comments of Chief Judge Inglis in *Vegepod NZ Ltd v Lowe* concern reinstatement post-dismissal but also have relevance in this context:

> … In my view the fact that reinstatement is prescribed as the primary remedy, and that it has long been acknowledged by the Courts that money is a poor substitute for the loss of a job, means that the threshold (not practicable/not reasonable) is a high one. As has previously been observed, routinely declining interim reinstatement in the face of unlawful action monetises the employment relationship. That, in turn, serves to undermine the dignity of workers, contrary to fundamental precepts of employment law. It also tends to incentivise unlawful behaviour.

[80] From a financial perspective, there is evidence here of redundancy compensation and other payments to be made which will cover some period post-employment, seemingly at least three or four months' pay, in some cases rather more.

[81] Although the *Buffalo* is meant to be handed over on 28 December, there is evidence of discussions occurring and the possibility of *Buffalo* crew members being employed on the *Vega* cannot entirely be ruled out. A demise charter would involve the charterer of the vessel taking on all the responsibilities of the owner of the vessel, without owning it. This is a permissible operation for a New Zealand based charterer under s 198(1)(b) of the Maritime Transport Act.

[82] A move to land transport, means Holcim would suffer financial detriment if it has to continue to employ some crew for an extended period past 28 December 2025. The evidence was of a direct wage bill cost of $73,002 gross a month just regarding the second applicants. Whilst not an insignificant amount of money, how that fitted with Holcim's overall financial position was not evidenced. Some additional accrual towards redundancy compensation and other entitlements would also likely be incurred.

Undertaking

[83] Submissions on behalf of Holcim expressed some doubt about the undertaking coming solely from MUNZ, rather than the seafarers as well and whether that would cover wages. MUNZ submits it does.

[84] The undertaking has MUNZ agreeing to abide by any Authority order made in respect of "damages … sustained" by the company through the granting of the order for interim injunction, which the Authority decides should be paid. I am satisfied that this would cover an order that the cost of the seafarers' wages and associated payments should be paid by MUNZ.

Time until substantive investigation

[85] At the investigation meeting a time for the substantive meeting has been scheduled in mid-February 2026, subject to witness availability, so an interim order would not be in place for an extended period.

Conclusion

[86] The balance is between the seafarers who would be without the multitudinous benefits of their jobs if an interim order is not made, with the company being required to continue to have them on the payroll where, as circumstances are currently, there will be no work for them. At this point I am not satisfied that damages are an adequate remedy for the seafarers who face the potential permanent loss of specialised roles.

[87] The time is relatively short with a February meeting scheduled. The balance favours the seafarers.

Overall justice favours MUNZ and the seafarers

[88] This is the opportunity to stand back and consider the overall picture. I accept that there is a fairly high bar to warrant intervention.

[89] Holcim focuses on its obligation to provide the Buffalo to Nagu on 28 December 2025. There is an argument that if it has got itself into a predicament where is it obliged to give up its vessel but at the same time it is not going to get the other vessel promised to it, that does not, on the face of it, give it a way to get out of its employment obligations. Arguably it chose to go into an agreement which effectively required a Ministerial authorisation, seemingly without a contingency maritime plan.

[90] The unions and Holcim should have time to be involved in discussions and consultation, whilst seafarers remain employed.

[91] Overall justice does not change the position. Injunctive relief is required in the interests of justice to preserve positions until the matter may be substantively investigated or otherwise resolved between the parties.

Order

[92] Until further order of the Authority, pending substantive investigation and determination, an interim injunction is granted ordering Holcim (New Zealand) Ltd from making the six second applicants in this matter redundant.

Costs and next steps

[93] Costs are reserved, with a presumption against costs in certain collective situations noted in the Authority's Practice Direction.[13]

[94] This matter has urgency and the Authority has taken into account the availability of substantive investigation meeting dates in the next couple of months. January dates were offered but declined. The following timetable was agreed:

- Any amended statement of problem from MUNZ and/or the Guild to be lodged by **19 January 2026**

[13] Practice Direction of the Employment Relations Authority

- Witness statements and other documents from MUNZ and the Guild to be lodged by **23 January 2026**

- Case management conference to be held on **30 January 2026** at **3pm**, to discuss further timetabling

- The investigation meeting is to be held on **16 to 18 February 2026**, subject to witness availability.

Nicola Craig
Member of the Employment Relations Authority