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**New Zealand Merchant Service Guild  
(Offshore Oil/Gas Operations)—  
Collective Agreement (Voluntary)**

**Dated 11/4/75**

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NOTE: See clause 13 herein for the date on which rates of wages come into force

## Form 6

UNDER THE INDUSTRIAL RELATIONS ACT 1973  
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter New Zealand Merchant Service Guild (Offshore Oil/Gas Operations) dispute of interest between the New Zealand Merchant Service Guild Industrial Union of Workers and Hunt International Petroleum Company of New Zealand; Shell BP Todd and Oil Services Limited; and BP Shell Todd (Canterbury Services) Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 11th day of April 1975.

(L.S.)

G. O. Whatnall, President.

## Form 5

Sections 65 and 66

Regulation 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973  
SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Merchant Service Guild (Offshore Oil/Gas Operations) dispute of interest between the New Zealand Merchant Service Guild and Hunt International Petroleum Company of New Zealand, Shell BP Todd and Oil Services Limited, and BP Shell Todd (Canterbury Services) Limited.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Wellington this 27th day of November 1974.

Signatures of Parties:

J. W. Dickinson.

Duly authorised agent for the New Zealand Merchant Service Guild:

J. W. Aston.

Duly authorised agent for Hunt International Petroleum Company of New Zealand, Shell BP Todd and Oil Services Limited, and BP Shell Todd (Canterbury Services) Limited:

**NEW ZEALAND MERCHANT SERVICE GUILD  
(OFFSHORE OIL/GAS OPERATIONS) AGREEMENT**

This Agreement made this 27th day of November 1974 between the New Zealand Merchant Service Guild (hereinafter called 'the Guild') of the one part and Hunt International Petroleum Company of New Zealand; Shell BP Todd and Oil Services Limited; and BP Shell Todd (Canterbury Services) Limited (hereinafter called 'the Employers') of the other part witnesseth that it is hereby mutually agreed between the Union and the Employers as follows:

**APPLICATION**

1. This Agreement shall apply to the New Zealand Merchant Service Guild and its members, and to those employers whose names are recorded in this Agreement, when they operate ships or vessels in their off-shore oil and/or gas operations. This agreement does not apply to barges or similar construction vessels associated with off-shore construction programmes.

**HOURS OF WORK**

2. The normal hours of duties shall be:

- (a) At Sea: Eight hours daily. The employer shall have the right to extend the employees' hours of duty by up to four additional hours daily.
- (b) In Port: Eight hours daily.
- (c) The total salary presented in clause 5 takes into account all duties performed during the hours contained within this clause, and includes a loading to provide for any additional hours in excess of those prescribed above.
- (d) The above hours shall apply to any week day, Saturday, Sunday, or statutory holidays as may be required by the exigencies of the service.

**MANNING**

3. (a) The Manning of each vessel shall be the numbers agreed upon between the employer and the Guild.

(b) An employee of one vessel shall be interchangeable with the employee of another vessel of the same employer.

**LEAVE**

4. (a) In lieu of Annual Leave, Public Holidays or any supplementary leave systems, a two crew duty system shall operate. This means equal time on duty and equal time off duty or in transit.

(b) The total salary presented in Clause 5 including the special loading, provides for a leave system based on four (4) weeks on duty and four (4) weeks off duty. Leave will be taken so as not to interfere with the operations of the vessels.

**SALARIES**

5. (a) The following all-inclusive salaries shall be paid:

Master	.	.	.	.	\$18,300
1st Mate	.	.	.	.	\$16,585

and includes a special loading to cover any liability for the additional hours worked outside those prescribed in clause 2.

(b) The salaries outlined in (a) above cover payments for all duties necessary for the operation of the vessels, and includes but is not necessarily limited to, the loading and/or discharge of cargo and supplies for off-shore oil and/or gas operations, the transport of cargo and supplies to or from rigs and platforms or other ships or vessels engaged in or in association with off-shore gas or oil operations, anchor handling, the laying and recovery of cables, towing, when on location or in emergencies.

### VICTUALLING AND ACCOMMODATION

6. (a) The employer shall accommodate and provide the employee with meals up to best New Zealand Shipboard standards, the food shall be selected by all the crew in consultation with the Master.

(b) If an employee is required by an employer to take a meal, or meals ashore, he shall be paid:

Breakfast	.	.	.	.	.	\$2.00
Lunch	.	.	.	.	.	\$2.50
Dinner	.	.	.	.	.	\$5.00

(c) If required to live ashore, accommodation of a good standard shall be arranged at the employers' expense.

(d) In cases where the allowances prescribed in sub-clause (b) above prove insufficient, the differences shall be made up by his employer. This provision shall also apply to an employee who, whilst working in his home port, necessarily has to be accommodated ashore.

### DISCHARGE

7. (a) Notwithstanding anything contained in Articles of Agreement signed by an employee, his service shall be terminable only by 14 days notice in writing on either side, but in the case of the discharge of an employee, the employer shall have the option of paying fourteen (14) days salary without victualling and accommodation allowances in lieu thereof. Where the employer is determining the employment leave accrued under clause 4 hereof it shall not be considered as part of the notice of the termination of employment.

(b) Except in the case of dismissal of an employee through misconduct, or when his notice expires in other than his home port, he shall be allowed a free passage and remain on pay until his arrival at his home port.

(c) This clause shall not apply in the case of dismissal for misconduct.

### DISPUTES AND INTERPRETATION

8. As in Standard Clauses in Industrial Relations Act 1973.

### PREFERENCE

9. Preference of employment shall at all times be given to members of the New Zealand Merchant Service Guild so far as employees referred to in clause 5 are concerned. This clause will apply, providing statutory regulations of the country of the ships' registry permit. (see unqualified preference clause.)

### TRANSPORTATION

10. (a) All new employees shall have transportation and travel expenses from his home provided by the employer, when joining a vessel.

(b) An employee shall be repatriated at the employers' expense to and from his home port for the purpose of taking leave and to his home port upon termination of his employment.

(c) The provisions of clause 6 shall apply where necessary when an employee is involved in travelling.

### SHIPS STRANDED OR WRECKED

11. In the event of an employee losing his clothes and effects through the wreck or loss of the vessel, or damage to quarters by fire, flooding, or collision, the employers shall reimburse him for the loss, but the amount of such reimbursement shall not exceed \$1,000.00. In addition, reimbursement (up to \$300.00 - Master. \$200.00 - Mate) may be made for any loss through such causes for instruments, textbooks etc.

CLOTHING

12. An allowance of \$350.00 p.a. shall be paid to cover uniforms and protective clothing.

TERM

13. This Agreement shall come into force on the date of registering by the Industrial Commission and shall remain in force for 12 months.

Signed on behalf of the Guild:

J. W. Dickinson.

Signed on behalf of the Employers:

Hunt International Petroleum Company of New Zealand:

J. P. Tatum.

Shell BP Todd and Oil Services Limited:

A. A. Davison.

BP Shell Todd (Canterbury Services) Limited;

J. Farrell.

MEMORANDUM

This voluntary settlement is approved for the purpose of Regulation 14 of the Wage Adjustment Regulations 1974.

(L.S.)

G. O. Whatnall, President.

Published and issued by the Industrial Commission of New Zealand

NEW ZEALAND MERCHANT SERVICE GUILD (OFF SHORE OIL/GAS  
OPERATIONS) CONCURRENCE

**Dated 16/10/75**

Form 7

Section 65

Regulation 11

UNDER THE INDUSTRIAL RELATIONS ACT 1973

NOTICE OF CONCURRENCE WITH VOLUNTARY COLLECTIVE  
AGREEMENT

To the Registrar of the Industrial Commission.

Take notice that I, RAYMOND JAMES ROSS, Union Steamship Company of New Zealand Limited, Industrial Manager, as Agent in New Zealand for Jackson Marine S.A., hereby signify my concurrence with the New Zealand Merchant Service Guild (Off shore Oil/Gas Operations) Agreement dated the eleventh day of April 1975 between the New Zealand Merchant Service Guild and Hunt International Petroleum Company of New Zealand, Shell BP Todd and Oil Services Limited, and BP Shell Todd (Canterbury Services) Limited.

Dated at Wellington this 16th day of October 1975.

R. J. Ross.

We, the original parties hereby consent to this notice of concurrence:

For Hunt International Petroleum Company of New Zealand and Shell BP Todd and Oil Services Limited and BP Shell Todd (Canterbury Services) Limited:

J. W. Aston, Duly authorised agent.

For New Zealand Merchant Service Guild:

J. D. Dickinson  
Duly authorised agent.