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**New Zealand Institute of Marine and
Power Engineers (Offshore Oil/Gas
Operations) – Voluntary Agreement**

Dated 9/4/75

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

NEW ZEALAND INSTITUTE OF MARINE AND POWER ENGINEERS
(OFFSHORE OIL/GAS OPERATIONS) – AGREEMENT

This Agreement made this 27th day of November 1974 between the New Zealand Institute of Marine and Power Engineers Incorporated (hereinafter called 'the Institute') 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 Institute and the Employers as follows:

APPLICATION

1. This Agreement shall apply to the New Zealand Institute of Marine and Power Engineers Incorporated, and its members, and to those employers whose names are recorded in this Agreement, when they operate ships or vessels in their offshore 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 Institute.

(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:

Chief Engineer	.	.	\$17,934.00
Second Engineer	.	.	\$16,585.00

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

DISPUTES AND INTERPRETATION

8. The essence of this Agreement being that the work of the employer shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this Agreement as to any matter whatsoever arising out of or connected therewith, every such dispute or difference as the same shall arise (if not settled by mutual arrangement between the particular employer and employee concerned) shall be referred for settlement to a Committee consisting of two persons nominated and appointed by the employers and two by the Institute, who may, in the event of their failing to agree, appoint an Arbitrator. The finding or award of such Committee or Arbitrator shall be final and binding on the parties hereto.

PREFERENCE

9. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers Inc. so far as employees referred to in clause 5 are concerned. (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 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 approval by the Industrial Commission and shall remain in force for 12 months.

Signed on Behalf of the Institute

D. J. Munro.

Signed on Behalf of the Employers:

Hunt International Petroleum Company of New Zealand:

John P. Tatum.
J. W. Aston.

Shell BP Todd and Oil Services Limited:

A. A. Davison.

BP Shell Todd (Canterbury Services) Limited:

J. Farrell.

MEMORANDUM

This voluntary agreement is approved for the purpose of Regulation 14 of the Wage Adjustment Regulations 1974, and has been accepted for filing pursuant to Section 141 of the Industrial Relations Act 1973.

The attention of the parties is drawn to Part VII of the Industrial Relations Act 1973 as to the settlement of disputes of right and personal grievances; clause 8 of this agreement must be read in the light of the statutory code.

Dated at Wellington this 9th day of April 1975.

(L.S.)

G. O. Whatnall, President