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

**Dated 2/12/76**

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Note: See clause 4A herein for the date on which rates of wages come into force

## Under the Industrial Relations Act 1973

## REGISTERED COLLECTIVE AGREEMENT

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 Industrial Union of Workers and Hunt International Petroleum Company of New Zealand; Shell B.P. and Todd Oil Services Limited; B.O.C.A.L. Pty. Limited; Tidewater Port Jackson Marine Pty. Limited; Jackson Marine Pty. Limited; B.P. Shell Todd (Canterbury) Services Limited; B.P. Shell, Aquitane and Todd Petroleum Development Limited; and Union Steam Ship Company of New Zealand 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 2nd day of December 1976.

(L.S.)

G. O. Whatnall, President.

Sec.65

Reg.9 (4)

## Form 5

## 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 of one part, and Hunt International Petroleum Company of New Zealand, Shell B.P. and Todd Oil Services Limited, B.O.C.A.L. Pty Limited, Tidewater Port Jackson Marine Pty. Limited, Jackson Marine Pty Limited, B.P. Shell Todd (Canterbury) Services Limited, B.P. Shell, Aquitane and Todd Petroleum Development Limited, Union Steam Ship Company of New Zealand Limited of the other part.

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 28th day of May 1976.

For and on behalf of the Employer Parties:

R. G. Tweedie.

For and on behalf of the Union:

J. R. McLeod.

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

This agreement made this 12th day of April 1976 between the New Zealand Merchant Service Guild (hereinafter called "The Guild") of the one part and Hunt International Petroleum of New Zealand; Shell B.P. Todd (Canterbury Services) Ltd; Jackson Marine Proprietary Limited; B.O.C.A.L. Pty Limited; Tidewater Port Jackson Marine Proprietary Limited; B.P. Shell Aquitane and Todd Petroleum Development; Union Steam Ship Company of New Zealand Limited of the other part witnesseth that it is hereby mutually agreed between the Guild and the Employers the following terms.

### 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 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.
- (c) When the Ministry of Transport so determines, a second mate will be carried.

### 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.

(c) Due to the nature of the offshore Operations, at the finish of each week cycle, one day is provided to cover travelling time. Similarly, when returning to the ship or vessel, one day is provided to cover travelling time. This represents two (2) days with pay. Payment for these two (2) days will be made separately to avoid disturbance to the work cycle (Clause 4 (b) ).

### SALARIES

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

Master	...	...	...	...	...	\$20,574
Mate	...	...	...	...	...	\$18,663
Second Mate (when required under Clause 3 (c) above)						\$15,350

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 or to shipkeeping in port when required by the Master.

(c) When a Second Mate is not carried during the period supply vessels are engaged in pipe laying operations, Masters and Mates shall each receive an additional payment of \$10.72 per day shorthand pay whilst so employed.

(d) Avoidance of Physical Exhaustion—Every employee shall be entitled to have eight consecutive hours off duty within a span of 24 hours for the purpose of rest, provided that this provision shall not prevent normal ships cargo operations continuing, or sailing schedules being adhered to.

Subject to the above, where an employee has been continuously on duty for 12 hours he shall not be required for further duty until he has had eight consecutive hours off duty, exclusive of meal hours, for the purposes of rest.

### VICTUALLING AND ACCOMMODATION

6. (a) The employer shall accommodate and provide the employee with meals up to the 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	...	...	...	...	...	\$2.50
Lunch	...	...	...	...	...	\$4.00
Dinner	...	...	...	...	...	\$5.00
Bed—Officers	...	...	...	...	...	\$12.00
Bed—Masters	...	...	...	...	...	\$14.00

(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 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.

### MEDICAL

8. Masters and Officers shall be entitled to the benefits contained in Section 68 of the New Zealand Shipping and Seamen Act, in respect of illness or accident in the service of the ship which incapacitates him from performing his duties and causes him to be left ashore at a New Zealand port.

### 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. (Refer also to Section 98 (Unqualified Preference) IR Act 1973.)

### 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 employer' 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.

### DISPUTES AND INTERPRETATION

11. Any disputes arising from this agreement will be handled under the provisions of the Industrial Relations Act 1973, Sections 116 and 117.

### SHIPS STRANDED OR WRECKED

12. 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 \$1000.00. 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

13. An allowance of \$385.00 p.a. shall be paid to cover uniforms and all protective and wet weather clothing.

## TERM OF AGREEMENT

14. Except that clause 5 (c) shall be effective from 12th February 1976, and clause 5 (a) from 12th April 1976, all conditions will be effective from the date of signing. The Agreement shall remain in force to 11th April 1977.

Signed on behalf of the Guild:

J. R. McLeod.

Signed on behalf of the Employers Party to the Agreement:

Hunt International Petroleum Company of N.Z.:

John P. Tatum.

Shell B.P. Todd & Oil Services Ltd.:

A. A. Davison.

Jackson Marine Proprietary, Limited:

P. Johnson.

B.O.C.A.L. Pty Ltd.:

J. N. Aston

Tidewater Port Jackson Marine Proprietary Limited:

P. C. Ready.

B.P. Shell Todd (Canterbury) Services Limited:

J. Farrell.

B.P. Shell Aquitane & Todd Petroleum Development Limited:

J. Farrell.

Union Steam Ship Company of New Zealand Limited:

G. J. Snallon.

## MEMORANDUM

The terms of voluntary settlement have been registered pursuant to Regulation 5 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

A concomitant application lodged pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 as they stood immediately before the commencement of Amendment No. 9 has been sustained.

The cost of living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198.)

(L.S.)

G. O. Whatnall, President.