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**New Zealand Institute of
Marine and Power Engineers
(Off Shore Oil/Gas Operations) —
Voluntary Agreement**

Dated 6/12/77

Note — See clause 19 herein for the date on which rates of wages come into force

Sec. 141

Under the Industrial Relations Act 1973

FILING OF VOLUNTARY SETTLEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Institute of Marine and Power Engineers (Offshore Oil/Gas Operations) dispute of interest between the New Zealand Institute of Marine and Power Engineers of the 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; B.P. Shell Todd (Canterbury) Services Limited; B.P. Shell Aquitaine 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 141 of the Industrial Relations Act 1973, for filing by the Industrial Commission.

Dated at Auckland this 18th day of October 1977.

For and on behalf of the Employer Parties

B. D. Ryan.

For and on behalf of the Institute.

C. S. Harnett.

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

This Agreement made this 12th day of July 1977 between the Institute of Marine and Power Engineers (hereinafter called "the Institute") of the one part and Hunt International Petroleum of New Zealand, Shell BP & Todd Oil Services Ltd., Tidewater Port Jackson Marine Pty Ltd., Union Steam Ship Company of New Zealand (hereinafter called "the Employers") of the other part witnesseth that it is hereby mutually agreed between the Institute and the Employers the following terms:

APPLICATION

1. This Agreement shall apply to the New Zealand Institute of Marine and Power Engineers and its members and to those employers whose names are recorded in this Agreement, when they operate ships and/or vessels in their offshore oil/gas operations. This Agreement does not apply to barges or similar construction vessels associated with offshore construction programmes.

HOURS OF WORK

2. The normal hours of duty 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 of this Agreement 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 operation, at the finish of each work 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 of 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:—

Chief Engineer	\$22,228
Second Engineer	20,574
Third Engineer	16,922

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 offshore oil/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 offshore oil/gas operations, anchor handling, the laying and recovery of cables towing, when on location or to ship keeping in port when required by the Master.

(c) When a Third Engineer is not carried the rate specified in subclause (a) herein shall be increased by \$1100-00 per annum in respect of the Chief Engineer and \$1000-00 per annum in respect of the Second Engineer. These payments shall be applicable in port, at sea and on time off and shall be abated when a second mate is carried.

(d) After 12 months continuous service with an employer, or in the case of pool officers, 12 months cumulative service, in the Off-shore Oil industry inclusive of time off periods an employee shall be entitled to increments as set out below. Time already serviced shall qualify:

CHIEF ENGINEER	SECOND ENGINEER
After 12 months \$300-00	After 12 months \$150-00
after 24 months a further	after 24 months a further
\$300-00	\$150-00

AVOIDANCE OF PHYSICAL EXHAUSTION

6. Every employee shall be entitled to have eight (8) consecutive hours off duty within a span of 24 hours for the purpose of rest, provided that the 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, for the purpose of rest.

VICTUALLING AND ACCOMMODATION

7. (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 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,	Chief Engineers \$6.00
Bed- Officers	\$12.00,	
Bed- Chief Eng.	\$14.00.	

(c) If required to live ashore, accommodation of a good standard shall be arranged at the employer's expense, or the employee may elect to accept the expenses above and arrange his own accommodation.

DISCHARGE

8. (a) Notwithstanding anything contained in Articles of Agreement signed by an employee, his service shall be terminable only by 28 days notice in writing on either side, but in the case of discharge of an employee, the employer shall have the option of paying 28 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. This provision shall not apply in the event of an officer being engaged for 14 days or less.

(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 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

9. (a) 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.

(b) Hearing tests shall be carried out every six months, the results to be recorded and filed by the employer with the person to have access to his results.

Costs of the actual hearing test examination only shall be the responsibility of the employer.

TRANSPORTATION

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

(b) An employee shall be repatriated at the employer's 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 7 shall apply where necessary when an employee is involved in travelling.

DISPUTES AND INTERPRETATION

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

SHIPS STRANDED AND 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 employer shall reimburse him for his 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

13. An allowance of \$434.00 per annum shall be paid to cover uniforms and all protective and wet weather clothing.

STUDY LEAVE (HIGHER CERTIFICATE OF COMPETENCY)

14. Study leave will be granted as agreed between the parties.

INDEMNITY

15. An indemnity of \$25,000.00 in the case of death and pro rated benefit in the case of injury will be met and provided for employees covered by this agreement. As in Section 68 of the New Zealand Shipping and Seamen Act 1952, this cover would be whilst the officers were in the service of the ship and not whilst they are ashore on leave.

SUPERANNUATION

16. Superannuation schemes agreed to between any employer and employee organisations who are party to this agreement shall be deemed to be part of this agreement.

The employer or organisations reserve the right to make membership of any scheme a pre-requisite to joining any Company's service.

REDUNDANCY

17. In the event of redundancy occurring during the currency of this agreement, the employer will notify the Institute before taking any action.

COST OF LIVING ALLOWANCE

18. The rates of remuneration specified in this agreement are to be increased by \$365.00 per annum according to the tenor of Regulation 3 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

TERM OF AGREEMENT

19. This document is so far as it relates to salaries in clause 5 shall be effective from 12th April 1977. All other matters shall be effective from 18th October 1977 and the Agreement shall continue in force until 31st May 1978.

Authorised Agent for the Employers

B. Ryan, Wellington Employers Association.

Authorised Agent for the Employees

C. S. Harnett, N.Z. Institute of Marine and Power Engineers Inc.

MEMORANDUM

This Voluntary Agreement has been filed by the parties with the Registrar of the Industrial Commission pursuant to section 141 of the Industrial Relations Act 1973.

Concomitantly with the filing of the Agreement the parties lodged an application for approval under the provisions of the Wage Adjustment Regulations 1974. The Commission is satisfied that the instrument was pending for the purposes of Regulation 7(2) as it appears in Amendment No. 13 to the Wage Adjustment Regulations and accordingly approves the document for the purposes of Regulation 7 of the principal Regulations as they stood prior to the 13th Amendment.

The rates of remuneration specified in this agreement incorporate the effect of the Order, dated 1 March 1977, of the Wage Hearing Tribunal, operative from 14 March 1977.

In terms of Regulation 8(2) of the Wage Adjustment Regulations 1974, Amendment No. 13 (S.R. 1977/204) the entitlement to a cost of living allowance conferred by Regulation 3 of Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198) shall continue as if that Regulation was still in force.

Dated at Wellington, this 6th day of December 1977.

(L.S.)

G. O. Whatnall, President.