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**N.Z. Institute of Marine and Power Engineers
(Off Shore Oil/Gas Operations)—Voluntary
Agreement**

Dated 3/5/79

NOTE: See clause 20 herein for the date on which rates of wages come into force

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 Institute of Marine and Power Engineers (Offshore Oil/Gas Operations) dispute of interest between the N.Z. Institute of Marine & Engineers Inc. of one part, the Hunt International Petroleum Company of New Zealand, Shell B.P. and Todd Oil Services Limited, Tidewater Port Jackson Marine Pty Limited, Union Steam Ship Company of New Zealand Limited of the other part.

To the Registrar of the Arbitration Court.

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to Section 141 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Wellington this 6th day of April 1979.

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**

ARRANGEMENT

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

This Agreement made this 5th day of April 1979 between the Institute of Marine and Power Engineers (hereinafter called “the Institute”) of the one part and Shell BP and Todd Oil Services Limited, Tidewater Port Jackson Marine Pty Limited and 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.

(c) When crews are doubled up an additional engineer experienced in anchor handling procedures will be used if available.

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 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, except where by mutual agreement a working system of three (3) weeks on and three (3) weeks off operates. Leave will be taken so as not to interfere with the operations of the vessels. The cycle of the work may be changed by agreement between the Institute and the Employer.

(c) Due to the nature of the offshore operations, at the finish of each work cycle, one day is provided to cover the 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. (Sub Clause (b) of Clause 4 of this Agreement).

(d) If Industry employees are granted leave on pay when a vessel is on survey, the same privilege will be extended to engineers.

SALARIES

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

CHIEF ENGINEER	\$29,114
SECOND ENGINEER.....	\$26,982
THIRD ENGINEERS	\$22,227

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 sub-clause (a) herein shall be increased by \$1,767 per annum in respect of the Chief Engineer and \$1,639 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 Third Engineer is carried.

(d) After 12 months continuous service with an Employer or in the case of pool officers, 12 months cumulative service, in the Offshore 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 \$382.00	After 12 months \$191
After 36 months a further \$382.00	After 36 months a further \$191
After 60 months a further \$382.00	After 60 months a further \$191.

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	\$3.30
Lunch	\$5.50
Dinner	\$6.60 Chief Engineers \$7.70

Bed—Officers	\$16.00
Bed—Chief Eng.	\$18.00

(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 mis-conduct 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 mis-conduct.

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, Sections 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 \$1,100.00. In addition, reimbursement up to \$330.00 may be made for any loss through such causes for instruments, text books, etc.

CLOTHING

13. An allowance of \$561.00 per annum shall be paid to cover uniforms and all protective and wet weather clothing and safety footwear.

STUDY LEAVE (HIGHER CERTIFICATE OF COMPETENCY)

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

INDEMNITY

15. An indemnity of \$35,000.00 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.

PRIVATE LEAVE

18. After one year's service with an Employer in the offshore oil/gas operations industry an employee may be granted 28 days private leave without pay. Such leave shall be cumulative.

Private leave shall be taken at a time mutually agreed upon between the Employer and the employee so as not to interfere unreasonably with the operation of the vessels. Such leave shall coincide with the work cycle.

Notwithstanding anything elsewhere contained in this Agreement an Employer shall be entitled to make a rateable deduction to the salary of the employee who takes private leave.

EXCLUSION OF COST OF LIVING ALLOWANCE AND EXCLUSION OF GENERAL WAGE ORDER 1978

19. The General Wage Order of the Arbitration Court dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders and Cost of Living Allowances have been incorporated into the rates of payments set out in this Agreement and shall not be added to the payment shown.

Any future General Wage Order of the Arbitration Court shall be applied according to its tenor to the rates and payments set out in this Agreement.

TERM OF AGREEMENT

20. This document insofar as it relates to salaries in Clause 5 shall be effective from 21st December 1978. All other matters shall be effective from the date

hereof and the Agreement shall continue in force until 20th December 1979.

Authorised agent for the Employers:

B. D. Ryan.

Authorised agent for the Employees:

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

MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

Dated at Wellington, this third day of May, 1979.

T. M. Brown Registrar