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

Dated 14/7/81

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

Sec 141

Under the Industrial Relations Act 1973

FILING OF VOLUNTARY AGREEMENT

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; Shell B.P. and Todd Oil Services Limited; Tidewater Port Jackson Marine Pty Limited and Union Steam Ship Company of New Zealand Limited and Pacific Offshore Services 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 filing by the Arbitration Court.

Dated at Wellington this 1st day of July 1981.

For and on behalf of the Employer Parties

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For and on behalf of the Institute

C. S. Harnett

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

ARRANGEMENT

Clause

Number

Title

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- 2 – Hours of Work
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- 12 – Ships Stranded or Wrecked
- 13 – Clothing
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- 15 – Indemnity
- 16 – Superannuation
- 17 – Redundancy
- 18 – Private Leave
- 19 – Exclusion of Remuneration (General Increase) Regulations 1980
- 20 – Term of Agreement

SCHEDULE

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 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. (Subclause (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

(e) If an employee is delayed beyond midnight (12 p.m.) on his travelling day and cannot return to his home port until the day after the normal travelling day the employer shall supply hotel and meals for that night and an additional travel day payment shall be made to the employee

(f) If an employee is required to proceed to join his vessel before his normal travelling day the employer shall supply hotel and meals for the night and an additional travel day payment shall be made to the employee.

(g) An employee shall accrue twenty eight (28) days annual leave on full pay including allowances in each year of service commencing from 16th January 1981.

SALARIES

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

	Supply Vessels	Multi purpose Construction/dive Support Vessels /Drill Ships
Chief Engineer	\$37,410	\$40,402
Second Engineer	\$34,682	\$37,457
Third Engineer	\$28,635	\$30,927
Electrical Engineer	NA	\$30,927
Electronics Engineer	NA	\$33,083

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 \$2,272 per annum in respect of the Chief Engineer and \$2,106 per annum in respect of the Second Engineer.

These payments shall be applicable in port, at seas and on time off and shall be abated when a Third Engineer is carried.

(d) After 12 months continuous service with the 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 served shall qualify.

Chief Engineer	Others
After 12 months \$528	After 12 months \$264
After 36 months a further \$528	After 36 months a further \$264
After 60 months a further \$528	After 60 months a further \$264

(e) When employees covered by this agreement are on duty and are required to handle anchors a work related payment for the additional duties of \$9.44 per anchor handled, either raising or lowering, shall be paid for each occasion. This payment shall not apply to occasions when a vessel is moored at a conventional anchorage.

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 purposes 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	\$4.72		
Lunch	\$7.67		
Dinner	\$9.44	Chief Engineers	\$10.98
Bed — Officers	\$23.61		
Bed — Chief Engineer	\$26.56		

(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 Seaman Act and the Accident Compensation Act 1973 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 persons 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 \$1,519. In addition, reimbursement up to \$456 may be made for any loss through such causes for instruments, text books, etc.

CLOTHING

13. An allowance of \$709 per annum shall be paid to cover uniforms and all protection and wet weather clothing and safety footwear. It shall be a condition of payment that such protective clothing and footwear shall be worn. The allowance shall be adjusted quarterly in accordance with movements in the Consumers Price Index for apparel.

CERTIFICATE LEAVE

14. An engineer who has been in the service of an employers for 12 months or more and who comes ashore to sit for a higher certificate of competency shall be entitled to receive the salary applicable to his last vessel as shown in clause 5 for the period he is studying ashore. His entitlements shall be that which are specified in the respective schedules in the current New Zealand Maritime Industry Institute of Marine and Power Engineers Award.

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 were 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 organisation 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.

REMUNERATION (GENERAL INCREASE) REGULATIONS 1980

19. The rates of remuneration determined by this Agreement are not to be increased by the application of the provision of the General Increase provided by the Remuneration (General Increase) Regulations 1980.

TERM OF AGREEMENT

20. This document insofar as it relates to salaries in clause 5 shall be effective from 16 January 1981. All other matters shall be effective from the date hereof and this Agreement shall continue in force until 15 January 1982.

For and on behalf of the Employer Parties

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For and on behalf of the Institute

C. S. Harnett

MEMORANDUM

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

The rates of remuneration determined by this voluntary settlement shall be increased to the extent and in the manner prescribed by the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(Explanatory Note — The general order increased rates of remuneration determined by awards and collective agreements by 5% with effect on and from the 11th June 1981. For the purposes of the general order, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements).

Dated at Wellington, this 14th day of July 1981.

(L.S.)

J. H. Hall, Registrar