Please post in a conspicuous place accessible to workers

"The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985."

NEW ZEALAND MARITIME INDUSTRY — BULK LIQUID GAS CARRIER M.V. "TARIHIKO" SEAMEN — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 8/11/85

NOTE: See Term of Agreement herein for the date on which rates of wages come into force.

Form 6

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 Maritime Industry — Bulk Liquid Gas Carrier m.v. "Tarihiko" Seamen Dispute of Interest between the Shipping Corporation of New Zealand Limited and the New Zealand Seamen's Union Industrial Union of Workers.

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 8th day of November 1985.

(L.S.)

J. R. P. HORN, JUDGE.

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 Maritime Industry — Bulk Liquid Gas Carrier m. v. "Tarihiko" Seamen Dispute of Interest between The Shipping Corporation of New Zealand Limited and The New Zealand Seamen's Union Industrial Union of Workers.

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 65 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 8th day of July 1985.

Signed for:

The Shipping Corporation of New Zealand Limited.

B. Scully, Industrial Manager.

Signed for:

The N.Z. Seamen's Union Industrial Union of Workers.

J. Wood, National Secretary.

SCHEDULE

(i) m.v. "Tarihiko" is forthwith classification 8, this classification title being 'Bulk Liquid Gas Carriers'.

- (ii) Work Coverage on Bulk Liquid Gas Carriers During cargo operations the primary duties of Seamen's Union members in the first instance shall specifically include the operations of cargo equipment under the supervision and direction of the cargo officer. However, to provide for the maximum degree of flexibility during cargo operations the deck officers and the Seamen's Union members will be involved in the use of all cargo equipment.
- (iii) Bulk Liquid Gas Carrier Allowance As compensation for special conditions applying on bulk liquid gas carriers, including recognition that bulk liquid gas carriers are usually berthed some distance from the city and because of the local transport problems associated with this, a daily non-taxable allowance shall be paid to all employees whilst actually working on board. This allowance compensates all transport costs at all ports except for transport costs incurred on company business.

NOTE—This allowance is calculated as being 5.5 per cent of the average basic daily rate for the bulk liquid gas carriers.

- (iv) State of Readiness—Whilst the vessel is not working cargo and is laying by in a gassed up state, industry shipkeep provisions will apply to Seamen's Union members if retained on board between the hours of 5.00 p.m. to 7.00 a.m. to enable the vessel to maintain state of readiness as required.
 - (v) Manning and Remuneration Restructured as follows:

	(A)	(B)
Bosun	\$29,113 p.a.	\$31,203 p.a.
AB/MTce/Pumpman	\$26,292 p.a.	\$28,184 p.a.
3 AB Pumpman	\$26,292 p.a.	\$28,184 p.a.
Pumpman	\$26,292 p.a.	\$28,184 p.a.
	\$23,373 p.a.	\$25,061 p.a.

(vi) Work Cycle—The work cycle will be that of 28 days with the flexibility necessary for operational requirements. Equal time on/time off will apply.

TERM OF AGREEMENT

This agreement will superimpose on the N.Z. Seamen's Maritime Industry (Seagoing) Award in force from time to time except for the provisions as modified by this agreement.

The provisions of these clauses contained within the New Zealand Seamen's Maritime Industry (Seagoing) Award will apply.

- 2. Remuneration
- 3. Allowances and Increments
- 4. Payment of Wages
- 5. Leave and Time Off
- 6. Homeport Provisions
- 7. Cargo Work
- 8. Provision for Carriage of Special Cargoes
- 9. Avoidance of Physical Exhaustion
- 10. Meal Hours
- 11. Meals and Accommodation not available on Board
- 12. Seagoing Complement—Shorthand Pay
- 13. Expenses
- 14. Uniform, Protective Clothing and Laundry Allowance
- 15. Stop-Work Meeting
- 16. Termination of Employment
- 17. Sickness and Accident Provisions
- 18. Ships Stranded or Wrecked
- 19. Working Off Articles
- 20. Safety of Ship

- 21. Safety of Crew
- 22. Sailing Board
- 23. Behaviour
- 24. Disputes
- 25. Settlement of Personal Grievances
- 26. Preference Clause
- 27. Definitions
- 28. Superannuation Scheme
- 29. Articles of Agreement
- 30. Application of Agreement
- 31. Scope of Agreement
- 32. Exclusion of Cost of Living Allowance Schedule

Rates of remuneration in Column A will be deemed to be in force from 21st December 1984.

Rates of remuneration in Column B will be deemed to be in force from 1 March 1985.

All other conditions contained within this agreement will be deemed to be in force from 30 May 1985. This agreement shall continue in force until 30th day of November 1985.

Dated at Wellington this 8th day of July 1985.

Signed for:

The Shipping Corporation of New Zealand Limited.

B. Scully, Industrial Manager.

Signed for:

The N.Z. Seamen's Union Industrial Union of Workers.

J. Woods, National Secretary.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than nine months from the date of registration.

The Court in registering the voluntary settlement has had regard to Regulations 6A(1) and Regulation 5C(2) of the Wage Freeze Regulations 1982.

(L.S.)

J. R. P. HORN, JUDGE.