

Please post in a conspicuous place accessible to workers

**NEW ZEALAND MARITIME
INDUSTRY—BULK LIQUID GAS
CARRIER MV TARIHIKO MASTER AND
DECK OFFICERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 27/2/86

NOTE: See clause 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 MV Tarihiko Master and Deck Officers Dispute of Interest

between the Shipping Corporation of New Zealand Limited and the New Zealand Merchant Service Guild 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 27th day of February 1986.

[L.S.]

D. S. Castle
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 MV TARIHIKO New Zealand Merchant Service Guild dispute of interest

BETWEEN The Shipping Corporation of New Zealand Limited and The New Zealand Merchant Service Guild 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 twenty first day of October 1985.

Signed for The Shipping Corporation of New Zealand Limited

S. G. Treadwell
SENIOR INDUSTRIAL RELATIONS OFFICER

Signed for the NZ Merchant Service Guild Industrial Union of Workers

J. R. McLeod
ASSISTANT SECRETARY

SCHEDULE

- (i) MV Tarihiko is forthwith classification 8, this classification titled being 'Bulk Liquid Gas Carriers'.
- (ii) Work coverage on Bulk Liquid Gas Carriers.
 'Subject to the overall responsibilities of the Master, Deck Officers or members of the New Zealand Seamens Union will operate all cargo equipment without exclusivity to either party.
 The New Zealand Seamens Union members will be involved under the direction and supervision of the Deck Officers.
 The Deck Officer is responsible for the safe and efficient operation of the cargo equipment and shall carry out these duties without hindrance.'
- (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 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 basis.
- (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.
 In order to meet the state of readiness requirement, shipkeeping provisions as per the New Zealand Merchant Service Guild award, second schedule, clause 2, will apply.
- (v) **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.
- (vi) Radio Work Allowance.
 Due to specific communication requirements of the vessel, the radio allowance as per the Merchant Service Guild Award, second schedule, clause 15 will apply.
- (vii) Pursers Work Allowances.
 A payment of 75 per cent of that specified in the Merchant Service Guild Award, second schedule, clause 16 will apply.
- (viii) Remuneration.

	A	B
Master	47,867 pa	53,644 pa
Chief Officer	40,312 pa	45,224 pa
Second Officer	34,747 pa	39,052 pa
Third Officer	31,662 pa	35,630 pa

Term of Agreement

This agreement will superimpose on the New Zealand Maritime Industry Merchant Service Guild Award in force from time to time except for the provisions as modified by this agreement.

The provision of these clauses contained within the New Zealand Maritime Industry Merchant Service Guild Award will apply.

- 2-Remuneration
- 3-Allowances and Increments
- 4-Payment of Wages
- 5-Leave and Time Off
- 6-Home Port 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-Sea-Going 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-RESERVED
- 20-Safety of Ship
- 21-Safety of Crew
- 22-Sailing Board
- 23-Behaviour
- 24-Disputes
- 25-Settlement of Personal Grievances
- 26-RESERVED
- 27-Definitions
- 28-Superannuation Scheme
- 29-Articles of Agreement
- 30-Application of Agreement
- 31-Scope of Agreement
- 32-Exclusion of Economic Stabilisation (Cost-of-Living Allowance) Regulations 1984

Rates of remuneration in column A will be deemed to be in force from 21 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 2 July 1985. This agreement shall continue to be in force until 30th day of April 1986.

DATED at Wellington this twenty first day of October 1985.

Signed for the Shipping Corporation of New Zealand Limited
S. G. Treadwell
SENIOR INDUSTRIAL RELATIONS OFFICER

Signed for the New Zealand Merchant Service Guild
J. R. McLeod
ASSISTANT 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 Regulation 6A (1) and Regulation 5C (2) of the Wage Freeze Regulations 1982.

[L. S.]

D. S. Castle
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.