

Teekay Shipping (Australia) Pty Ltd
CFMEU Defence Services Mercator
Agreement 2024

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1. **TITLE**

This Agreement will be known as the Teekay Shipping (Australia) Pty Ltd CFMEU Defence Services Mercator Enterprise Agreement 2024.

2. **OBJECTIVES OF AGREEMENT**

The objectives of this Agreement are to:

- (a) maintain a safe and healthy workplace where all Parties are encouraged to take responsibility for their safety and the safety of their colleagues;
- (b) avoid industrial action by following at all times the agreed dispute resolution procedures so as to develop a dispute free workplace culture;
- (c) build strong lasting professional relationships with all Defence personnel and employees while producing high quality services for any operations conducted as part of a combined Merchant Navy and Royal Australian Navy crewing model; and
- (d) demonstrate to the Commonwealth Government the cost benefits and skills professionalism advantages in employment of Merchant Navy crews to assist in Defence operations and training exercises for the benefit of future seafarer employment opportunities.

3. **APPLICATION AND PARTIES BOUND**

This Agreement is binding upon the Employer, its employees employed in the classifications at clause 10 of this Agreement to work on the Mercator (Vessel) and the Construction, Forestry and Maritime, Employees Union (CFMEU or the Union), (together the Parties).

Any replacement vessel for the Vessel shall be covered by the terms of this Agreement.

4. **OPERATION OF AGREEMENT**

This Agreement will commence operation seven days after it is approved by the FWC, and its nominal expiry date will be 30 June 2025.

5. **DEFINITIONS AND INTERPRETATION**

5.1 **Definitions**

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

Agreement means this document (known as the Teekay Shipping (Australia) Pty Ltd CFMEU Defence Services Mercator Enterprise Agreement 2021).

AMSA means the Australian Maritime Safety Authority

Award means the Ports, Harbours and Enclosed Water Vessels Award 2020

Company means Teekay Shipping (Australia) Pty Ltd

CFMEU means the Construction, Forestry and Maritime Employee Union

CPI means Consumer Price Index

Employee means a person employed in the classifications specified at clause 10 of this Agreement to work on the Vessel

Employer means Teekay Shipping (Australia) Pty Ltd

FWC means the Fair Work Commission

Maritime Industry Long Service Leave Award means the *Maritime Industry (Seamen, Cooks and Stewards) Long Service Leave Award 1995*

MUA means the Maritime Union of Australia Division of Construction, Forestry, Maritime, Mining and Energy Union

NES means the National Employment Standards as contained in sections 59 to 131 of the Act

Parties means the Employer, Employees and the Union

STCW means Standards of Training, Certification and Watchkeeping

Superannuation Legislation means the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, *Superannuation Guarantee Charge Act 1992 (Cth)*, *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)* as amended or replaced from time to time

Union means the Construction, Forestry, Maritime, Mining and Energy Union

Vessel means the Mercator, being IMO number 9188594 (and any replacement vessel)

WPI means Wage Price Index

6. **RELATIONSHIP WITH THE NES AND AWARD**

- (a) The Award, NES and this Agreement contain the minimum conditions of employment and clauses for Employees.
- (b) Where this Agreement refers to a condition of employment provided for in the NES or the Award, the NES or the Award definition applies as appropriate.
- (c) Any conditions or clauses in the Award that are not covered by this Agreement will automatically apply to Employees covered under this Agreement.

7. **TYPES OF EMPLOYMENT AND ACCOMMODATION ONBOARD**

7.1 **General**

- (a) Employees will be employed in one of the following categories:
 - (i) full-time Employees;
 - (ii) part-time Employees; or
 - (iii) casual Employees.
- (b) At the time of engagement, the Employer will inform each Employee of the terms of their engagement and in particular whether they are to be permanent or casual relief Employees.

- (c) All Employees agree that permanency is dependent on passing and maintaining a security vetting as required by the Commonwealth Government and that a loss of this clearance will also mean a loss of employment.

7.2 **Full-time employment**

A full-time Employee is one who is engaged to work within the ordinary hours of work pursuant to clause 14 working an average of 38 hours per week plus reasonable additional hours over a 12-month period.

7.3 **Job Share**

Job-sharing arrangements may be established for permanent employees at the request of the interested employees in writing, and with Company approval.

Permanent employees who are offered and agree to job sharing will be classified as permanent part-time employees. Part time employees shall have a weighting of 0.5 of a fulltime position. Two 0.5 part time employees will share one full time position unless an alternate structure is agreed by the parties.

Permanent part-time employees under this clause will be entitled to all employment benefits and entitlements on a pro-rata basis. Permanent part-time employees will be paid on an annualized basis if the Company and the employee(s) so agree.

Permanent part-time employees under this clause who wish to terminate the job-sharing arrangement must give the Company one (1) month's written notice. The Company reserves the right to terminate the job-sharing arrangements by giving the concerned employees one (1) month's written notice. If an employee terminates the job-sharing arrangement, and it is not practical after first attempting to find a replacement person in order to retain job sharing arrangements, the Company may terminate the job sharing arrangement and the concerned employees must revert to their previous mode of employment. This clause does not affect the Company's rights in relation to termination of employment.

7.4 **Casual employment**

- (a) A casual relief Employee is an Employee who is specifically engaged as such.
- (b) A casual Employee working within the ordinary hours of work pursuant to clause 14 will be paid per hour for the work performed plus 25% loading which incorporates the casual Employees' entitlements to annual leave, annual leave loading and any other rates and allowances contained in this Agreement except overtime, shift and vessel allowances.
- (c) A casual relief Employee will be paid the applicable rate of pay in clause 10.1 for their classification on a pro-rata basis for the work performed plus:
 - (i) applicable allowances; and
 - (ii) a 25% casual loading.
- (d) Casual relief Employees must be paid at the termination of each engagement, but may agree to be paid fortnightly.
- (e) On each occasion a casual relief Employee is required to attend work they are entitled to a minimum payment for three hours work.

7.5 **Part-time Employees**

- (a) The Employer may employ part-time Employees in any classification in this Agreement.
- (b) A part-time Employee is an Employee who:
 - (i) has reasonably predictable hours of work; and
 - (ii) receives on a pro rata basis equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (c) At the time of engagement the Employer and the part-time Employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) The Employer is required to roster a regular part-time Employee for a minimum of two consecutive hours on any shift.
- (f) An Employee who does not meet the definition of a regular part-time Employee and who is not a full-time Employee will be paid as a casual Employee.
- (g) All time worked in excess of the hours as mutually arranged, excluding any additional hours, will be overtime.
- (h) A regular part-time Employee employed under the provisions of this clause must be paid for ordinary hours worked on a pro rata basis of the full-time Employee at the full-time Employee rate.
- (i) All leave accruals and separation entitlements of part-time Employees will be calculated and paid on a pro rata basis of the full-time Employee at the full-time rate of pay.
- (j) Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time and vice versa. If such an Employee transfers from full-time to part-time (or vice versa), all accrued Agreement and legislative entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

7.6 **On board accommodation and restricted areas**

- (a) As the Vessel has been designed in view of accommodating both civilian and military personnel, Employees agree that at times they will be required to work closely and professionally with the customer and develop mutual relationships to the benefit of the future industry.
- (b) Though all efforts will be conducted to give every Employee a cabin only occupied by themselves, due to operational requirements and customer manning needs, all Employees understand that they may be required to share a cabin. If this circumstance arises clause 11.11 will apply.
- (c) Employees must ensure they do not enter areas that have security classifications higher than they have been cleared for.

7.7 Vessel Complement

| Baseline Manning Model | | |
|---|---------------|---|
| Grade/Capacity | Number | AMSA Certificate |
| Master | 1 | Master less than 35 metres near coastal |
| Chief Officer | 1 | Master less than 35 metres near coastal |
| Engineer | 1 | Engineer class 3 near coastal. |
| General Purpose Hand | 2 | General Purpose Hand |
| Cook | 1 | Food handling certificate |
| Total Asset Crew | 6 | |
| Note. During periods of tasking additional positions per discipline may be appointed on a temporary basis to meet the variant tasking instructions. | | |

| Tasking Manning Model | | |
|------------------------------|---------------|---|
| Grade/Capacity | Number | AMSA Certificate |
| Master | 1 | Master less than 35 metres near coastal |
| Chief Officer | 1 | Master less than 35 metres near coastal |
| Second Officer | 1 | Master less than 35 metres near coastal |
| Engineer | 1 | Engineer class 3 near coastal. |
| Engineer- Tasking | 1 | Engineer MED 1. |
| General Purpose Hand | 2 | General Purpose Hand |
| Cook | 1 | Food handling certificate |
| Total Asset Crew | 8 | |

7.8 Offers and requests for casual conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

7.9 Fair Work Statement

Every new employee will be given a copy of the Fair Work Information Statement (FWIS) before, or as soon as possible after, they start their new job.

8. TERMINATION OF EMPLOYMENT

8.1 Notice of termination by the Employer

- (a) In accordance with the NES, the notice of termination required to be given by the Employer to a permanent Employee is as follows:

| Period of continuous service | Minimum notice period |
|------------------------------|-----------------------|
| 1 year or less | 1 week |
| More than 1 year – 3 years | 2 weeks |
| More than 3 years – 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (b) A permanent Employee who is over 45 years old and has worked for the Employer for at least two years will get an extra weeks' notice of termination.
- (c) The Employer may elect to provide payment in lieu of notice of termination, in which case the ordinary time rate in clause 10.1 will apply, plus applicable allowances.

8.2 Notice of termination by an Employee

The notice of termination required to be given by a permanent Employee is the same as that required of the Employer in clause 8.1, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

8.3 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

8.4 Return to place of engagement

If the employment of any Employee is terminated by the Employer elsewhere than at the place of engagement, for any reason including illness other than misconduct, the Employer will be responsible for conveying the Employee to the place of engagement.

9. REDUNDANCY

9.1 General

- (a) Redundancy pay for permanent Employees is provided for in the NES as follows:

| Period of continuous service | Redundancy pay (at the weekly rate in clause 10.1) |
|--|---|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |

| Period of continuous service | Redundancy pay (at the weekly rate in clause 10.1) |
|---|--|
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

(b) Redundancy pay does not apply to casual relief Employees.

9.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former weekly rate of pay and the weekly rate of pay for the number of weeks of notice still owing.

10. SALARY

10.1 Classification

The annualised salary for each classification will be:

| Current wage rates. | |
|----------------------------|----------------------|
| Classification | Annual Salary |
| General Purpose Hand | \$105,588 |
| Cook | \$110,975 |

| From the first pay period on or after 24 November 2024 | |
|---|---|
| Classification | Annual Salary |
| General Purpose Hand Cook | Indexed in accordance with the Wage Price Index (WPI) Total hourly rates of pay excluding bonuses, Original, Private sector based on the % change between the September quarter of the previous year and September quarter of the current year. |

10.2 **Annualised salary**

The annualised salaries listed in clause 10.1 above are all inclusive and in satisfaction of:

- (a) all ordinary hours worked;
- (b) all overtime hours or weekend hours worked;
- (c) public holidays and associated penalty rates; and
- (d) shift loadings.

11. **ALLOWANCES**

11.1 **Bedding and other utensils**

- (a) The Employer will supply a mattress, two blankets, two sheets, one pillow, one pillow slip, towel, soap, eating utensils, washing cloths and drying towels. Laundering to be the responsibility of the Employer.
- (b) On termination of employment an Employee will be required to return to the Employer all articles on issue to them.

11.2 **Protective clothing**

- (a) The Employer will supply all Employees with necessary protective clothing (for example, boots and overalls).
- (b) All Employees must wear protective clothing during periods of duty and must take protective clothing with them when transferred to another vessel.
- (c) Where Teekay requires an employee to purchase any safety clothing, Teekay will reimburse the employee for the full cost of purchasing such items.
- (d) The above does not include safety glasses, earmuff etc, which are provided as required. In accordance with Company policy the Company will reimburse the cost of prescription safety glasses (including frames) initially, on a "one off" basis only and then once every three years, to permanent employees. The maximum amount of reimbursement is \$405.00.

11.3 **Company uniform**

- (a) The Employer will supply all permanent Employees with necessary Company branded uniform clothing and rank epaulets to be worn at all times in common areas and / or at the discretion of the Master for operational and professional delivery of services to the Commonwealth Government.
- (b) Uniformed and smart attire is integral to demonstrating to the customer the highest levels of service as well as clearly identifying Merchant Crew and their onboard rank / responsibility, at the same time as encouraging development of combined operational capability to standards understood acceptable to military personnel. The advantages of clear differentiation, but at the same time as demonstrating highest delivery of service expectation is envisaged to be an integral step to development of future Merchant Navy and Royal Australian Navy relationships.

- (c) Uniforms will be ordered, supplied, and replaced on board the Vessel. Renewal of uniform items will be conducted by replacement of items deemed unsatisfactory in demonstration of smart attire or, worn and damaged.
- (d) As the Employer is continually developing professional standards to the acceptance of the Commonwealth Government, Company uniform issue may change in accordance with strategic direction and customer satisfaction.
- (e) All permanent Employees will be issued as minimum 3 Company branded shirts, 2 Company branded trousers, and 1 Company branded jumper pullover. The uniform styles have been designed to allow smart casual uniformed requirement during meal times, as well as allow easy change from Company overalls to the minimum dress standard. All Employees are required to wear rank identification slides and Velcro patches to allow the customer easy identification of personnel for safety, operational and professional reasons.
- (f) Casual Employees will be issued appropriate uniforms styles and amounts to promote professionalism of the Merchant Navy in accordance with the expected temporary swing length.
- (g) Employees must return all Company branded uniforms on termination of their employment.

11.4 **Compensation for loss of personal effects**

If, by fire, explosion, foundering, shipwreck, flooding, collision or stranding, an Employee should sustain damage to or loss of their personal effects or equipment, the Employer will compensate them for such damage or loss by a payment equivalent to the value thereof, not exceeding \$5,125.00.

11.5 **Expenses**

- (a) The Employer will reimburse an Employee any expenses reasonably incurred by the Employee in the performance of their duties and on behalf of the Employer.
- (b) In order to claim a reimbursement under this clause, an Employee will provide evidence to the reasonable satisfaction of the Employer that the expenditure claimed was properly incurred by the Employee.
- (c) The entitlement under this clause will extend to the following:
 - (i) Expenses in respect of:
 - (A) passport renewal;
 - (B) all medicals;
 - (C) Maritime Security Identification Card; and
 - (D) all revalidations.
 - (ii) Expenses associated with enquiries as to casualties or as to the conduct of Employees and to proceedings for any alleged breach of any maritime or port or any other regulations.
 - (iii) Reimbursement of legal costs incurred, or fines imposed by a competent tribunal under any applicable legislation provided that the expenses incurred were not due to, or arising from, the Employee's personal default or misconduct.

11.6 **Living away from home**

- (a) Whilst away from the Vessel's home port, the Employer will provide the Employee with proper meals and accommodation and be responsible for payment of reasonable expenses actually incurred for such meals and accommodation ashore.
- (b) Whilst at sea, every Employee will be provided with proper meals, attendance, bedding and soap, and be supplied once a week with clean bed linen and twice a week with clean towels. The Employer will be responsible for the laundering of linen and towels.
- (c) Where it is the Employer's responsibility to provide the Employee with proper meals and accommodation ashore, and the Employer fails to do so, the Employer will reimburse the Employee for all costs incurred in relation to normal meals and charges incurred for a good standard of accommodation.
- (d) Tea, sugar, milk and coffee will be provided on all vessels for Employees at the Employer's expense.

11.7 **Higher duties**

An Employee engaged for more than two hours during one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If engaged for two hours or less during one day they will be paid the higher rate for the time so worked.

11.8 **Adjustment of expense related allowances**

At the time of any adjustment to the Standard Rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

11.9 **Travel**

The annual salary incorporates all expenses and charges that may be incurred by the Employee in connection with travel including meals, accommodation and land transport costs.

- (a) Air Travel
 - (i) All air travel will be economy class.
 - (ii) An Employee will be repatriated at the Employer's expense to/from the Employee's designated commercial airport, for the purpose of joining the Vessel or taking leave, or in the case of illness, or injury, or upon termination of the Employee's employment. A designated commercial airport means one that is serviced by a mainstream airline such as Qantas/Jet Star or Virgin.
 - (iii) Employees may only vary their designated commercial airport with the agreement of the Employer. In considering any request from an Employee to vary their designated commercial airport, the Employer will take into account the cost of air travel and land travel.

Employees will have access to the Qantas corporate membership at the Employees cost.

(b) Land Travel

- (i) A Grid Allowance will be paid to Employees for work-related travel for the commencement and cessation of the employees swing cycle as per clause 14.2 between "point A" and "point B", and vice versa, as set out in the table below:

| Point A | Point B |
|--------------------|---|
| Place of residence | The Designated commercial airport for the Employee |
| | OR The Vessel's port (where no air travel is required) |

- (ii) The Grid Allowance will be based on the direct distance between "point A" and "point B" (and vice versa) as set out in the table below.

| Distance between "point A" and "point B" | Grid Allowance (per occasion) |
|---|--------------------------------------|
| No more than 50 kilometers | \$109.32 |
| Greater than 50 kilometers | \$145.76 |
| Greater than 100 kilometers | \$182.20 |
| Greater than 150 kilometers | \$242.93 |
| Greater than 250 kilometers | \$364.40 |
| Greater than 500 kilometers | \$485.88 |

- (iii) The Grid Allowance incorporates all expenses and charges that may be incurred by the Employee in connection with travel (including meals, accommodation and land transport costs) other than the outport sector of joining and leaving travelling expenses which will continue to be reimbursed via payroll on production of receipts.
- (iv) The Grid Allowance will be subject to PAYG
- (v) All transportation undertaken at the Employer's expense will be by the most cost-effective mode of transport available. Where possible, Employees must share transport or conveyances amongst themselves to ensure a viable and cost-efficient system.
- (vi) Grid Allowances will be indexed on or from the 1st of January each year in accordance with the published CPI percentage change for the twelve months to the September quarter preceding the 1st of January each year.

(c) Homeport

- (i) Employees may only vary their homeport status with the agreement of the Employer.
- (ii) In considering any request from an Employee to vary their homeport the Employer will take into account the personal circumstances of the Employee, the Employee's length of service and cost.

11.10 **Meals and accommodation**

- (a) An Employee will be entitled to the relevant meal allowance set out in clause 11.10(c), in the following circumstances:
- (i) where an Employee on the Vessel is required by the Employer to take a meal ashore; or
 - (ii) where the Employee is travelling by air at the Employer's expense in accordance with clause 11.9 and an in-flight airline meal is not available to the Employee whilst travelling during breakfast hours (7.00 am to 9.00 am) and/or lunch hours (12.00 pm to 2.00 pm) and/or dinner hours (5.00 pm to 7.00 pm).
- (b) If an Employee is required to live ashore:
- (i) the Employer will provide accommodation, to the normal agreed Australian Maritime standard, at the Employer's expense.
 - (ii) the Employee may elect to provide their own accommodation, in which event the Employer will contribute the relevant accommodation allowance set out in clause 11.10(c) for each night's accommodation.
- (c) Effective from 1 January 2024, an Employee's entitlement under this clause (inclusive of GST) will be as follows
- | | |
|--------------------|----------|
| (i) Breakfast | \$ 35.34 |
| (ii) Midday Meal | \$ 43.32 |
| (iii) Evening Meal | \$ 62.70 |
| (iv) Accommodation | \$188.65 |

The allowances in this clause 11.9 will be indexed on or from the 1st of January each year in accordance with the published CPI percentage change for the twelve months to the September quarter preceding the 1st of January each year.

11.11 **Cabin Sharing**

An Employee who is required to share a cabin, will be paid a cabin sharing allowance of \$57.00 per day for each day. The Cabin Sharing Allowance is retrospective to 1 July 2024.

Permanent employees in employment as at the Fair Work Commission approval date will be entitled to backpay from the agreement approval date to the date the Permanent Employee was permanently assigned to the Mercator but not earlier than 1 July 2024.

Regular ongoing casuals in employment as at the Fair Work Commission approval date and who have non interrupted swing cycles from the vessel assignment date will be entitled to backpay from the agreement Fair Work Commission approval date to the date the Casual Employee was assigned to the Mercator but not earlier than 1 July 2024.

11.12 **Amenities Allowance**

In recognition of the Mercator vessels working and living conditions a daily Amenities Allowance of \$75.00 to be paid whilst employees whilst onboard the vessel. This allowance is quarantined to the Mercator and will not automatically apply to any replacement vessel. The Amenities Allowance is retrospective to 1 July 2024.

Permanent employees in employment as at the Fair Work Commission approval date will be entitled to backpay from the agreement approval date to the date the Permanent Employee was permanently assigned to the Mercator but not earlier than 1 July 2024.

Regular ongoing casuals in employment as at the Fair Work Commission approval date and who have non interrupted swing cycles from the vessel assignment date will be entitled to backpay from the agreement Fair Work Commission approval date to the date the Casual Employee was assigned to the Mercator but not earlier than 1 July 2024

12. **PAYMENT OF WAGES**

Wages and applicable allowances will be paid fortnightly by electronic funds transfer into the Employee's nominated bank or other recognised financial institution account.

13. **SUPERANNUATION**

13.1 **Superannuation contributions**

The Company agrees to make Company contributions to a maximum of 13.5 % of the Employee's graded salary.

13.2 **Superannuation fund**

The superannuation contributions provided for in clause 13.1 will be made to the complying superannuation fund that is chosen by the Employee.

13.3 **Income Protection**

The Company will provide an income protection insurance in accordance with the Protect and MUA policy in favour of its Employees who are covered by this Agreement. The cost of the income protection insurance policy will not exceed 2% of Employee earnings. The Income protection insurance will provide all Employees with a capped replacement wage where an Employee is unable to attend for work because of personal injury or illness. Policy cancellation by agreement of the parties and on this being occasioned the Employees base wage will be increased by 2% from the policy cancellation date. Note. This can be recorded outside the agreement.

14. **HOURS OF WORK AND RELATED MATTERS**

14.1 **Ordinary hours**

- (a) When on board, Employees will work as required subject to the hours of rest requirements of clause 14.2 (and any other STCW hours of work and rest requirements). Employees duties shall be regulated by the Master after consultation with the Employees to ensure that operational requirements are met, and fatigue is managed.
- (b) To achieve maximum flexibility, Employees shall work as a team with each Employee working to the level of their classification, job description, training, competence, certification and applicable legislation in a co-operative effort, to ensure the safe and efficient operation of the Vessel.
- (c) For the purposes of the NES an Employee's weekly hours may be averaged over the period of the swing cycle.

14.2 **Hours of rest**

- (a) The minimum hours of rest for all Employees will be 10 hours in any 24 hours and 77 hours in any seven days.
- (b) The minimum hours of rest may be divided into two periods, of which one period must be at least six hours. The interval between consecutive periods of rest must not exceed 14 hours.
- (c) The requirements for rest periods laid down in clause 14.2(a) need not be maintained in the case of an emergency or drill or in other overriding operational conditions.

14.3 **Swing Cycle**

An even time roster of four weeks on, and four weeks off will apply. The rostering and leave system operates in such a way that the days Employees spend at work on duty are equal to the time spent free from duty.

14.4 **Breaks**

An Employee will be entitled to a break for a meal during their duties. Employees will manage their break times taking into account the operational needs of the Employer

15. **PAID DAYS FREE OF DUTY, LEAVE AND PUBLIC HOLIDAYS**

15.1 **Annual leave**

- (a) The current practice is that the rostering and leave system operates in such a way that the days Employees spend at work on duty are equal to the time spent free from duty.
- (b) As provided for in clause 14.3 an even time roster initially of four weeks on, and four weeks off will apply to the operations of the Vessel. The operation of the roster will result in an entitlement of 182 days free of duty in any full year of continuous work for each employee. If the Employer is required by any statute, industrial award or agreement to provide Employees with any other benefit in relation to annual leave or public holidays, that benefit is treated as forming part of the benefits under this clause to the extent permitted by law.

15.2 **Personal/carer's leave and compassionate leave**

- (a) In accordance with the NES, permanent Employees are provided with:
 - (i) Thirteen days of paid personal/carer's leave per annum;
 - (ii) two days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency and the Employee does not have any accrued paid carer's leave; and
 - (iii) Five days of paid compassionate leave when a member of the Employee's immediate family or household dies or sustains a life-threatening illness or injury. Available to Employees on each occasion as per the entitlement in the National Employment Standards.
- (b) Casual relief Employees are not entitled to paid personal/carer's or compassionate leave, but are entitled to unpaid leave in accordance with the NES.

15.3 **Community service leave**

- (a) In accordance with the NES, Employees are entitled to take community service leave:
 - (i) while they are engaged for certain activities, including:
 - (A) voluntary emergency management activities; or
 - (B) jury duty; and
 - (ii) for reasonable travel and rest time associated with that activity.
- (b) With the exception of jury duty, community service leave is unpaid.

15.4 **Long service leave**

- (a) Only enterprise service with the Employer shall be recognised for purposes of long service leave. "Enterprise service" means service with the Employer from the date of permanent appointment with the Employer.
- (b) The amount of long service leave to which an Employee is entitled shall be 13 weeks after 15 years' continuous service with the Employer with a pro rata entitlement after five years' continuous service.

15.5 **Parental Leave**

Parental leave will be provided in accordance with the NES.

15.6 **Revalidation**

Teekay will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of Teekay. Unless the cost of a particular work-related expense has been incorporated into an employee's salary, this will include reimbursement of costs for company required medicals, vaccinations, refrigeration registration and similar, AMSA fees, revalidation costs, certificates required in accordance with the flag state of a vessel.

In order to claim a reimbursement under this clause, an officer will produce evidence to the reasonable satisfaction of Teekay that the expenditure claimed was properly incurred by the officer

16. **FLEXIBILITY**

- (a) The Employer and an Employee covered by this individual flexibility arrangement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with arrangements about when work is performed;
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to the matter mentioned in paragraph (a)(i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act;
 - (ii) are not unlawful terms under section 194 of the Act; and

- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing;
 - (ii) includes the name of the Employer and Employee;
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (D) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no less than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

17. **CONSULTATION**

17.1 **Consultation regarding major workplace change**

- (a) Employer to notify
 - (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) "Significant effects" include:
 - (A) termination of employment;
 - (B) major changes in the composition, operation or size of the Employer's workforce or in the skills required;
 - (C) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (D) the alteration of hours of work;

- (E) the need for retraining or transfer of Employees to other work or locations; and
- (F) the restructuring of jobs,

provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 17.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 17.1(a).
- (iii) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

17.2 Consultation about changes to regular roster cycles or ordinary hours of work

- (a) Where the Employer proposes to change an Employee's regular roster cycle or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster cycle or ordinary hours of work and when that change is proposed to commence).
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

18. **DISPUTE RESOLUTION**

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned, any representative appointed by the Employee(s) concerned, and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned, the Employee representative, and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 18(a) have been taken, a party to the dispute may refer the dispute to the FWC.
- (c) The FWC may endeavour to resolve the matter in dispute by mediation or conciliation.
- (d) Where the matter in dispute remains unresolved, the FWC may resolve the matter in dispute by arbitration.
- (e) The Employer or Employee may appoint another person, organisation or association to accompany and or represent them for the purposes of this clause.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- (g) Pending the completion of the procedure set out in this clause work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this procedure normally and without interruption.

19. **TRAINING**

- (a) A training matrix has been developed as part of the Training Management Plan in line with contractual requirements. The Training Management Plan incorporates identified developmental training. The parties agree that the training as per the Training Management Plan will be implemented as soon as practically possible taking into consideration the operational requirements of the vessel
- (b) In the event of any identified training shortfalls in this training matrix, the Employer will work with the Vessel's complement, including the Master and Chief Engineer, to ensure that adequate training for the operational roles for each rank on board is undertaken.
- (c) The Training Management Plan from a contract perspective is required to be reviewed annually and again input from the Vessel's complement, including the Master and Chief Engineer, will be sought before being submitted to Navy for approval.

20. **DOMESTIC VIOLENCE CLAUSE**

20.1 **Purpose**

The purpose of this clause is to:

- (a) develop a supportive workplace in which victims of family and domestic violence can come forward for help and support;
- (b) guide the response of the Employer to Employees whose work life is affected by family and domestic violence; and
- (c) facilitate a safe workplace for all Employees.

20.2 **Applicability of policy**

This policy applies to all Employees who are experiencing or who have experienced family and domestic violence.

20.3 **Definition**

For the purpose of this policy, family and domestic violence is defined as any violence between family or household members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse.

20.4 **General Measures**

- (a) Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer or a statutory declaration.
- (b) Personal information concerning family violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- (c) One, or more if appropriate, family and domestic violence workplace contact persons shall be appointed to provide a point of first contact for employees experiencing family and domestic violence. The contact person shall be appropriately trained, and their contact details disseminated to all employees. An employee who discloses family and domestic violence to another member of the workplace shall be referred to the nominated contact person.
- (d) The Employer shall ensure the employee, via the nominated contact person, has access to the relevant Employee Assistance Program and / or appropriate local specialist resources and be given information regarding support services.
- (e) When assisting an employee who is experiencing family and domestic violence, the employer should reasonably accommodate any changes which could be made in the workplace to make them less vulnerable to the family and domestic violence.
- (f) If it is determined that other Employees or customers of the employer may be at risk of physical harm, the Employer must take reasonable measures to ensure their safety.
- (g) The Employer will develop and disseminate a policy to supplement this clause which details the appropriate action to be taken in the event that an Employee discloses that they are experiencing family and domestic violence, including any applicable mandatory reporting requirements.

20.5 **Leave**

- (a) An Employee experiencing family and domestic violence will have access to 10 days per year of paid special leave to attend medical appointments, legal proceedings and other activities related to family and domestic violence.
- (b) A casual Employee experiencing family and domestic violence will have access to 10 days per year of unpaid special leave for medical appointments, legal proceedings and other activities related to family violence.
- (c) Upon exhaustion of the leave entitlements in clauses 20.5(a) and 20.5(b), Employees shall be entitled to an additional 2 days unpaid family and domestic violence leave.
- (d) If required, Employees may take additional paid or unpaid family and domestic violence leave by agreement with the employer.
- (e) Family and domestic violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day and can be taken without approval
- (f) An Employee who supports a person experiencing family and domestic violence may take carer's leave, including but not limited to accompanying them to court, to hospital, or to mind children.

20.6 **Individual Support**

In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family and domestic violence for:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) a change to their telephone number or email address to avoid harassing contact;
- (d) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

20.7 **No adverse action**

No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

21. **EMPLOYEE AMENITIES**

Teekay is responsible for the supply and ongoing maintenance of all electrical entertainment equipment that is permanently located in the public rooms. Additionally, this responsibility extends to all televisions that are permanently located in cabins on ships where a public television room was not provided.

All mattresses on each vessel are to be professionally cleaned annually by a contractor service. Each mattress will be replaced every three years. Replacements are to be to Australian standards.

Teekay will on each vessel provide employees with access to private email. An internet connection will be available to the crew.

22. **COUNSELLING SERVICE**

Teekay shall provide to all employees an independent confidential counselling service to be the first recourse in relation to any stress/addiction/problem including in home or workplace relationships that may, if untreated, affect performance in the workplace. The current provider is Hunterlink and may be contacted on 1800 554 654.

23. **CAREER PATH**

The parties agree that during the term of this agreement to discuss a career pathway.

24. **WORKPLACE DELEGATES RIGHTS**

Clause 24 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

- Definitions for the purpose of this clause:
- Employer means the employer of the workplace delegate;
- Delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected and
- Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

Before exercising entitlements under clause 24, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

Right of Representation

A workplace delegate may represent the industrial interests of eligible employees in matters including but not limited to:

- Consultation about major workplace change;
- Consultation about changes to rosters or hours of work;
- Resolution of individual or collective grievances or disputes;
- Performance management and disciplinary processes;
- Enterprise bargaining; and
- Any process or procedure in which employees are entitled to be represented.

Entitlement to Reasonable Communication

A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of the employees under clause 24. This includes discussing membership of the delegate's organisation with the employees and consulting the delegate's organisation in relation to matters in which the workplace delegate is representing employees.

A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

Entitlement to Reasonable Access to the Workplace and Workplace Facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- (i) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii) a physical or electronic noticeboard;
- (iii) electronic means of communication that are ordinarily used by the employer to communicate with eligible employees in the workplace;
- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

Entitlement to Reasonable Access to Training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

The employer is not required to provide the 5 days or 1 day of paid time during normal working hours, to more than one workplace delegate per 50 eligible employees.

A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.

The workplace delegate must give the employer as much notice as is practicable, and not less than 5 weeks' notice, of the dates, subject matter and the daily start and finish times of the training.

The workplace delegate must, on request, provide the employer with an outline of the training content.

The employer must advise the workplace delegate as soon as is practicable, and not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

Exercise of Entitlements under clause 24

A workplace delegate's entitlements under clauses 24 are subject to the conditions that the workplace delegate must:

- I. comply with their duties and obligations as an employee;
- II. comply with the reasonable policies and procedures of the employer, including

reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- III. not hinder, obstruct or prevent the normal performance of work; and
- IV. not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- V. Clause 24 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- VI. Clause 24 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

25. **EXTRA CLAIMS**

It is a term of this Agreement binding upon the Parties covered by this Agreement that no extra claims will be made for the duration of the Agreement subject to the terms of this clause.

Any additional payments or conditions that are awarded to other Mercator Officers through their Mercator industrial instruments related to the Mercator negotiations will automatically flow-on to the Mercator Ratings.

EXECUTION PAGE

| |
|--|
| FOR Teekay Shipping (Australia) Pty Limited |
| Signed:  |
| Designation: Director Business Services |
| Date: 9 December 2024 |
| Name in full (printed): Josh Day |
| |
| Address: Suite 501, Level 5, 80 William Street Woolloomooloo NSW 2011 |
| |
| Witnessed by: Grant Hardie |
| Signed:  |
| Date: 9 December 2024 |
| Witness name in full (printed): Grant Hardie |
| |
| Witness address: Suite 501, Level 5, 80 William Street Woolloomooloo NSW 2011 |

**FOR the Construction, Forestry and Maritime, Employees Union
(CFMEU)**

Signed:



**being a person who is authorised to sign this Agreement in accordance
with the Rules of the CFMEU**

Designation: Deputy National Secretary

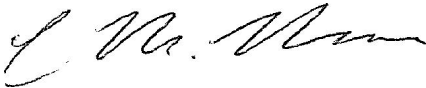
Date: 13 December 2024

Name in full (printed): Warren Smith

Address: 365-375 Sussex Street Sydney NSW 2000

Witnessed by:

Signed:



Date: 13 December 2024

Witness name in full (printed): Camilla Mason

Witness address: 365-375 Sussex Street Sydney NSW 2000