



MARITIME UNION OF AUSTRALIA

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Status of DP World EA Negotiations

14 January 2024

These are the outstanding claims the Union has requested during negotiations in **Part A (applies to all 4 separate terminal agreements)** of the agreement.

Safety

1. **Fatigue management** – Workers must not be required to work a night shift following a Day in Lieu when on Irregular shifts. Days in Lieu are very limited and means they are still available to work day or evening shift and other employees would fill any labour requirement on night shift. Company have indicated a preparedness to resolve this.
2. **Adverse weather** – there is inconsistent approach across the terminals. The company has agreed to resolve this but don't want it included in the EA – given the number of active prosecutions the Union has been forced to commence over non-contentious clauses within the existing agreement we don't trust the company to solve this through policy. It must be in the EA and must be enforceable.
3. **Safe egress from vessel** – this is the status quo but company don't want in EA – as above, we don't trust the company if its not in EA.

HR/Policies/Remove Ambiguity

4. **Annual leave (clarify continuous service for accrual)** – this is clarifying that DPW are required to follow legislation as current clause does not reflect it. Also allows capped accrual (6 months) for those who are off on long term sick leave due to serious illness or injury.
5. **Clarify breaks will exclude travel or walking time to the amenities building** - this is the status quo but clause is ambiguous and causes dispute from time to time. Company acknowledge it is the status quo but want to retain the ambiguity – clauses should be unambiguous so everyone knows the rules.
6. **Lock in payment of up to 5 days per year for volunteer emergency services** – This is status quo as per current company policy. We just want the payment component locked into the EA as legislation covers the rest. It only applies to a handful of employees nationally.
7. **Absence management – clarify use of online medical certificates** – This is already available under the current EA however DPW have refused to accept the online medical certificates when presented, they have issued warnings to those sick employees and unlawfully docked their wages, despite provision of a medical certificate form a qualified medical practioner (Doctor). **Note - We are separately prosecuting the company for adverse action on this issue.** The company has repeatedly instructed workers with a cold or flu to present to a hospital emergency ward for a medical certificate when a GP is unavailable.

8. **HSE and Consultative committee meetings** – This is the status quo. There are important consultative mechanisms in the current EA and the company want to cut them back. We believe it is important to retain monthly dialogue on issues in the workplace and how to improve productivity. We are simply seeking to retain the status quo.
9. **Direction to take excessive annual leave** – The company has been unlawfully directing employees to take annual leave against their will, in some cases running employees into negative leave balances. This claim is simply to ensure company complies with the Act in relation to any such direction – **Note – We are separately prosecuting the company on this issue.**
10. **Disciplinary clause and access to dispute procedure** – This is simply to ensure everyone knows the rules when it comes to disciplinary matters and that the company can be tested when they issue warnings that are unreasonable. We currently have a clause that requires agreement for the company to allow independent arbitration on contested warnings but they always refuse and unreasonable warnings remain on employees file.
11. **Arrangements for Public holidays and CPDs** – DPW refuse to credit public holidays that fall on weekends despite the current agreement requiring it to do so. **Note – We are separately prosecuting the company on this issue.**
12. **Clarify payment for working evening shift Christmas Eve/ New Years' Eve** – The EA requires penalty rate payment for working these periods. This is the status quo - DPW have paid those rates for the last 25 years but last year decided they would no longer do so after employees had already worked the shifts. **Note – We are separately prosecuting the company on this issue.**
13. **Parental leave** – DPW have indicated that our claim will be adequately addressed under their policy and committed to provide a copy in July. **Note – been waiting for policy document to review since July.** This is another example of the company failing and refusing to honour existing commitments. This is why these claims must be in the EA.

Job Security

14. **Workforce/Labour Reviews** – triggers for conversion to rostered permanent employment – There are employees who have not had access to a roster for over 20 years despite working permanent hours. The casual conversion provisions under the Act are not available to them as they are moved to a permanent position without a roster. This is around 60% of the workforce. We believe that there is room for more permanent employees to have some kind of a roster and we have proposed where the non-rostered permanent employees work the same hours as a rostered permanent employee, it would enable movement onto a roster.
15. **No changes to rosters without agreement** – Rosters are always a hot topic and were changed at all 4 terminals in the last EA in 2021 despite DP World's persistent, public lies about rosters being unchanged for decades. We are tweaking them again in this round of bargaining but won't accept wholesale changes that the company is proposing as a pay cut by roster change. DP World have used roster changes post EA expiry as a tool of for leverage in bargaining and have never actually implemented the "leverage changes" post negotiation. They have not used it during the nominal term of the agreement as our rosters already provide the flexibility and we have clauses in the agreement that allow roster changes by agreement to mitigate idle time/redundancy. The flexibility is already there, we are just seeking to remove DPW's improper use of it as a bargaining leverage tool.

Miscellaneous

16. **Term of Agreement** - 2 years from expiry of current Agreement – We got caught out with a 4 year deal at 2.5% per year when inflation soared to 8.5% in 2022 which resulted in a real wage cut to our

members. The 2 year proposal is to rectify the inflationary impact on the 2.5% pay rise received in 2022, deal with the fact there has been no pay rise in 2023 and look toward an expiry in late 2025 when it is clearer that inflation has stabilised. Note - We have indicated to DP World that we would be prepared to move to a 3 year term if the package was attractive and dealt with the uncertainty round inflation.

17. **Wages and Allowances** – 8% from commencement and 8% from 1st October 2024 (anniversary of current EA expiry) – again the workforce have not received a pay increase since the 2.5% increase in 2022 when inflation ran to 8.5%. Major competitor Patrick passed on two inflation based increases since then and are now paying their workers 17.3% more for doing the same job. The fact Patrick passed on inflation based pay rises on 1/1/23 and 1/1/24 is why the gap has grown so large over the past 12 months. Don't believe Nicolaj Noes' lie that the recent wage gap is because Patrick are more productive; if that were true, the shipping lines would move there to get off the berth sooner. In fact, DP World were nominated for best in Australia for "increasing productivity by 10% across the board in 2022". Yet no reward for their workforce who delivered that!
18. **Sign On Bonus** - Valued at 8% of total earnings for the period 30 September 2023 (current EA expiry date) to the operative date of the new EA. DP World should not be rewarded by imposing an effective pay freeze on workers by obstructing negotiations and causing an unnecessary dispute. A sign-on bonus keeps them on the hook for all of the obstruction and delay since bargaining commenced in March 2023.
19. **Personal Leave** - all to accumulate and paid as if the days were taken for each day of accrued personal leave for cash out, termination, resignation, redundancy or death. **Note – the rest of the industry already do this**
20. **DPW to cover employee representative attendance and travel costs for EA negotiations** – DP World has wasted valuable negotiation days with its obstructionist tactics since March last year and the cost of flying employee representatives into a central point to allow for more efficient bargaining should not be borne by employees. DP World clearly pay to fly managers to the meetings, they should do the same for their employees. Note for clarity – The union would continue to fund all costs for Union Officials attending these meetings.

Part B – limited local arrangements

In Part B of the agreement, the flashpoint for local discussions is DPW's claim to dramatically alter rosters for the 40% of the workforce lucky enough to have some indication of the shifts they might work. It is important industry understands that 60% of workforce has no roster at all – they wait until 2pm each day to find out if they are working the next day or not and whether it will be a day shift, evening shift or night shift. The shift start times also vary as do the shift lengths. In addition, where DPW needs additional labour, our members take calls to come in with no notice at all.

Even those who are lucky enough to be on a roster, don't know until 2pm if their nominally rostered shift will be cancelled (without pay) and around 1/3 of their rostered shifts are labelled "irregular" meaning they too can be allocated day, evening or night shift.

The rostered (salaried) employees are rostered for around 50% of all weekends. Those without a roster work on average 75% of weekends but are paid penalty rates for those weekends to attract them to do so. DP World's push for moving rostered employees to weekends is about cutting wages, not servicing clients.

Our members are more flexible than any other industry due to the nature of shipping which they accept, however there is a limit to their capacity to sacrifice their work-life balance. Workers can't be held to be on call 24/7, bearing in mind there is no stand by payment for being so readily available.