



To be truly radical is to make hope possible, rather than despair convincing - Raymond Williams

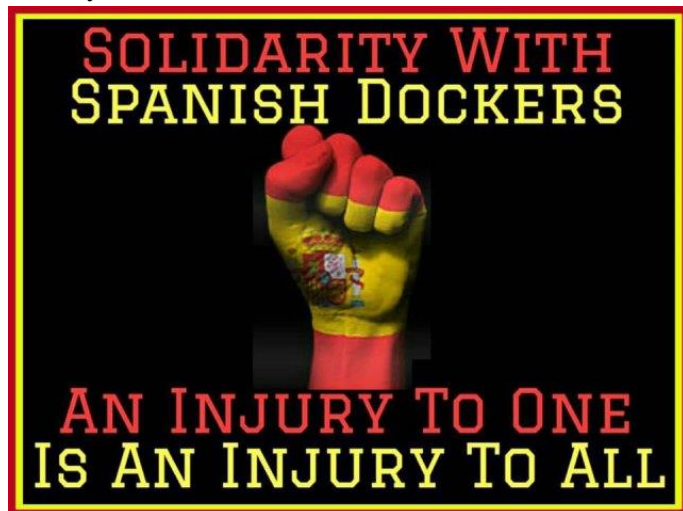
No. 88 – Friday 9 June 2017

**Spanish Dockers Strike - Smit Lamnalco – Brisbane Ferries – Patrick Inter Hire - APM Terminals
Gothenburg - Branch Raffle – Harley Davidson – HSR Refresher - Book Review – The Holocaust**

Spanish Dockers Strike

DOCKERS AROUND SPAIN struck on 5 June for twelve hours. These strikes will continue on 7, 9 and 11 June. Vessels that are being directed from Spanish ports to other European ports are running into trouble as dockers around Europe are refusing to handle them.

At one stage, last week, it seemed that the Spanish dockers and the Spanish employers had reached an agreement, however it has fallen down on the issue of job security.



The Branch will continue to keep members updated on this most important of events for dockers around the world and as an affiliate of the International Dockworkers Council (IDC), your Branch Secretary is in constant contact with Jordi Aragundi from the Port of Barcelona and is the IDC General Co-Ordinator.

Jordi is playing a leadership role in co-ordinating industrial action and support for this vitally important struggle.

Smit Lamnalco EBA Hangs in the Balance

COMRADES THE NATIONAL EBA led by Deputy Branch Secretary, Jason Miners is on edge after a poor remuneration offer of 0,0,1,1 over 4 years was both rejected by the majority of members and the Union.

We understand the attacks the Towage Industry is under but we are seeing highly productive ports go backwards for the extra hard work and effort.

The position of the union is for a 3 year term with a position of \$500 sign on year 1, 1%, year 2 and 1% in year 3 along with parity for the Weipa operation to Mackay.

The offer is hardly going to send Smit broke and the members are sick of the employers blaming them if they don't win contracts.

Our members understand their industry but won't cop being blamed for the practices of greedy conglomerates who use fear to improve the bottom line.

The ball is in Smits court now as the members have given too much already and enough is enough.

Brisbane Ferry EBA Workshops Commence Soon

THE DELEGATES COMMITTEE and the Branch are facilitating EBA workshops in the lead up to the commencement of the Brisbane Ferry EBA which will be another hard fought campaign given the resistance the Union and members have faced over the past 12 months.

Members are encouraged to get along and have their input on which areas of their EBA are and are not working or being interpreted in favour of the management.

The union wants to seek the direction of the members and manage any expectations on a fair basis which will then in our view save us time in getting into the EBA without excessive delays in bargaining.

The union held a successful meeting last month which saw the members endorsement of the concept with a commitment to actively participate.

There are many issues facing Brisbane Ferry members and through open robust debate we will ensure as a Branch that it is fought on a strong collective principled basis.

Patrick Inter Hire Dispute

THE CONCEPT OF inter hire, in the Branch's view,

only works when it's a 2 way street and allows bulk and general labour to be credited hours and to be paid under the Enterprise Agreement at the location to which they work and vice versa.

You will remember the EBA campaign where there was press along with suspicions from the union that traditional stevedoring roles would be contracted out making a lesser requirement for directly employed permanent labour (such as contract lashing gangs etc).

Regardless of the amount of money inter hire labour is paid, it still in our view, is taking work from you and as a result will see (especially in slow times) an accumulation of hours and then a company push for redundancies to reduce the fixed business costs as the employers often allude to.

The Branch position as most of you would have experienced in the past is and always will be in first instance to try and make the operation work with the current rostered employees through reasonable concessions and extended opportunity to ensure hours don't increase. For instance, if work changed to different days and the roster did not accommodate for the appropriate amount of labour it could be mutually tweaked to ensure hours debits don't escalate.

Steps taken on your behalf to try and fix this issue:

1. Approaches to local management which were referred to the National HR/IR team
2. Approaches to Michael Sousa (Qube) to try and fix the issues which were unsuccessful
3. Disputes raised at a local level in Fremantle, ESD, Brisbane and dispute raised at a National level

Option 1, Raise a dispute in relation to a breach of the EBA

Option 2, Raise a dispute in regard to the deed which sits outside the EBA (contracting out of traditional stevedore roles).

Further updates will be directly emailed to you and reported on the job as things progress or change.

MUA Crew Break New Ground

MUA TOWAGE INTEGRATED rating/ general purpose hands pictured here at the simulator. Towage crews in Gladstone are fully aware of the push by partnerships to eradicate the professional seaman.

The deck crew along with towage company Smit Lamnalco have partaken in a 2 day course ASD tug handling. The crew were tested in berthing and unberthing, following a gas buggy with the line up and retrieving the line from the gas buggy. This was a huge success. This proves that a highly skilled work force, with highly trained deck crew can succeed in the towage industry. This is an industry change for the towage/LNG manning level. With partnerships choosing a qualified mate tickets, some deck crew have 1st mate tickets.



We can prove to the industry the IR/GPH can do the same job when training is invested. Smit Marine Australia/Lamnalco have made a commitment over the 4-5 weeks to train up 12 deck crew.



All the members in Gladstone tug workers should be congratulated on their ability to adapt to a changing landscape. As we all know "all a worker has to offer is their labour."

In unity - Phil Hansen - Delegate

Branch Raffle

As a means of supporting a fine charity, the Branch is holding a major raffle to be drawn at a major function on

the last day of our 2nd Branch

Conference to be held on 16

November 2017 (time and venue to be advised). The prizes are:

1st Harley Davidson

2nd Holiday for 2 to the Maldives valued at \$5000.00

3rd Holiday at Noosa valued at \$1500.00

The lucky door prize is a \$1000.00 Bunnings voucher.



A couple of would be 'smarties' have been spreading a rumour calling this raffle "Harley Gate." They might think it is funny. As the Branch Secretary of the Queensland Branch I don't. In fact, I will take great delight in tearing their weak, character assassination driven rumour apart should they have the courage to front me.



This raffle will be run on the strictest guidelines as outlined by the State's Gaming Act which comes under preserve of the Attorney General of Queensland.

The entire driving force of this raffle is to, as previously mentioned, assist an organisation that helps others and to bring our Branch closer together.

The Branch is going through the detailed legal process now and will keep members up to date on progress.

HSR Refresher Training Courses

The Safe Work College has two HSR 1 Day Refresher Training (Maritime) Courses coming up:

Brisbane 17 July 2017

Gladstone 21 July 2017

If you wish to enrol, please firstly contact your employer and then call the Safe Work College on 3846 2411

The CBA Issue at APM Terminals Gothenburg

FELLOW WORKERS, THIS is how the one of the largest transport, logistic and terminal operators treat Dockers in perhaps the most advanced social democracy in the world, Sweden. If anyone thinks Maersk do not want to apply similar union busting tactics in Australia those few members have rocks in their heads. Only by supporting the Swedish Dockers and the IDC in this battle can we hope to achieve an outcome. The time is coming for a worldwide boycott on Maersk Vessels to bring this behemoth to heel.

Bob Carnegie

IDC Brothers and Sisters,
For over a year, the Swedish Dockworkers Union (SDU) has held steadfast in their demands to APM Terminals. On behalf of SDU, below is a situational update written by Erik Helgeson.

It is important to recognize the APMT- Gothenburg

dispute is NOT about the CBA. Rather, it is about issues of union-busting methods (against both white - and blue collar unions at the terminal), derailment of health & safety, manning cuts, upcoming layoffs, and harassment of individual union members.

APMT demands any resolution of the conflict must be based on a CBA that has caused issues in Swedish ports for 45 years. It is vital that the facts and technicalities regarding this CBA are known to all our comrades, to combat corporate disinformation and smoke screens that deflect interest from the ongoing lockout.

WE WILL NEVER WALK ALONE AGAIN!

In solidarity, Jordi Aragunde - IDC General Coordinator

Background

History:

Founded in 1972, the Swedish Dockworkers' Union (SDU) was one of the first unions to be engaged in two national contract disputes- in 1974 and in 1980- where it attempted to win its own national CBA with the employers' organization. Both attempts to win this CBA were unsuccessful, and therefore the SDU sought other ways to represent its members and to carry out union work in Swedish ports.

In most ports with SDU members, a practice developed where the SDU was integrated in the Health & Safety organizations, and included in all local negotiations concerning terms and conditions. The Port of Gothenburg was no exception. The SDU regarded itself- together with the minority Swedish Transport Workers' Union (STWU)- as party to agreements made, even though they were not allowed to sign the actual agreements or to be a stakeholder in the CBA's.

APM Terminals Gothenburg:

When APM Terminals took over Gothenburg's container port, the company management (alongside DFDS, a neighboring Ro/Ro operator) raised the issue of signing a CBA with the SDU, recognizing that a vast majority of the dockworkers in the terminal were SDU members. The SDU confirmed they were willing to proceed with the signing of a CBA, but voiced concern with political, judicial, and practical obstacles that had hindered such a solution in the past. The SDU also stated that such a solution would be best sought in dialogue with other parties, noting that efforts to exclude the STWU or the employers' organization Ports of Sweden could lead to new problems. After making enquiries, the APMT Gothenburg management (and DFDS) decided not to pursue the signing of a CBA with SDU, and the previous practice was kept in place.

The Dispute:

The APM Terminals – Gothenburg Dispute did not start off as a conflict concerning the CBA. The SDU tried to address several local issues and repeatedly stated that a solution could be sought either within the framework of a CBA or without a formal contract (according to previous practice). As the conflict progressed during the second half of 2016, the SDU was barred from negotiations.

APMT stated that the SDU would be stripped of all union rights that were not mandatory for non-CBA stakeholders according to Swedish law. From the autumn of 2016, APMT demanded and publicly promised customers that a solution to the dispute would have to be based on a CBA. This statement served to corner all involved parties and to severely limit the number of feasible solutions. However, the SDU recognized the right of APMT to do so, and has since sought a mutually acceptable solution to the CBA issue, with respect to the core issues of the original dispute and in an effort to address and resolve production problems at the terminal.

The CBA Framework and Challenges

The Swedish Labor System:

The Swedish Labor System states that any union that signs a CBA with an employer gives up its right to take industrial action.

Basically, the right to strike is traded for other rights awarded to a CBA stakeholder for as long as the contract is valid. The SDU fully accepts this rule and is willing to make that trade-off, if the union in practice actually gets the same level of

influence as any other union which is party to a CBA in the Swedish Labor market.

The National CBA:

The practical challenge for all parties involved in this dispute is that APM Terminals is already covered by the national CBA between the employers' organization Ports of Sweden and the STWU, which therefore applies to all dockworkers in the container terminal regardless of union affiliation. When national contract negotiations for the ports started this year, the SDU made a concrete proposal to transform the existing national CBA between the STWU and Ports of Sweden into a tripartite agreement between SDU, STWU, and Ports of Sweden. The proposal was rejected and the national framework remains the same: A new three-year contract has been signed between STWU and Ports of Sweden.

Conflicting Contracts:

There are no legal obstacles preventing APMT and the SDU from signing a CBA that covers the terms and conditions brought forth by SDU members at the container terminal. It is legal for the SDU to fight for such a CBA and it is legal for APM Terminals to agree to it. The Swedish Labor Court clarified this again in case on May 17, 2017. However, if APM Terminals has two different CBA's covering the same group of employees (dockworkers), legal issues could arise with regards to

which CBA should be applied to any particular situation. In the Swedish labor market, this is generally handled with an inter-union framework. When no such framework exists, however, the basic legal principle is that the oldest CBA should be applied. This means that if APM Terminals and the SDU sign a CBA concerning SDU's members without involving the STWU, the company could be fined in court for breaching their first CBA by applying the later.

APMT's Proposal: Side Letter to the CBA:

For the last seven or eight months, APMT Gothenburg has proposed that the SDU sign a side letter, committing the majority union to all existing and future CBA's between the minority union STWU and Ports of

Sweden/APM Terminals. By doing this, the SDU would gain some formal rights – the right to paid union time, the right to information, the right to automatically be summoned to negotiations.

Since December, the SDU has continuously asked to see the full catalogue of CBA's that it is supposed to commit to in this proposed solution, and likely in any other CBA solution as well (including the new CBA's established since the SDU was excluded from negotiations). The company has yet to presented this

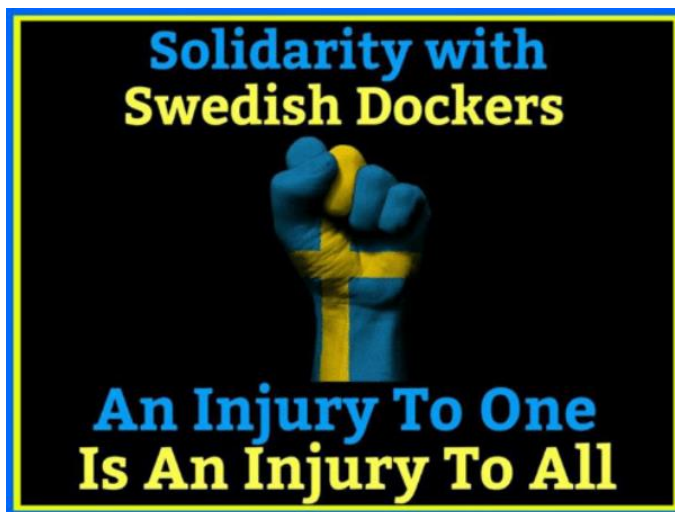
catalogue.

The SDU has rejected APMT's side letter proposal on the grounds that it would not, in practice, make the majority union- the SDU- an equal stakeholder but a rather a subordinate stakeholder to the STWU. Such a solution would mean that even though the SDU would have the right to participate in initial negotiations about new work patterns, layoffs, or production models, the majority union could then be by-passed and left out of an agreement between APMT and the STWU. The new CBA would automatically bind the SDU and all of its members. There are no legal or economic incentives for either the STWU or APMT to seek compromises with the SDU within such a framework, as the majority union would lack both the right to take industrial action and the legal tools awarded to any fully recognized CBA stakeholder. Such an unequal CBA relationship between the SDU and APMT, and between SDU and STWU, does not provide the groundworks for a fair or sustainable working relationship.

The SDU Compromise Proposals

Health & Safety:

Normally, any union that signs a CBA also has the right to appoint Health & Safety Officers as well as a Head Health & Safety Officer. However, there is no legal precedent on how the H&S issue should be handled if



there are two "competing" unions who both have signed CBA's regarding the same group of employees. Any principle decided upon by APMT – for example the majority union in each sector of the workplace appoints the H&S Officer – may be legally challenged if it infringes on the rights of any of the unions. If the Swedish Labor Court rules that such matters should be settled by the principle that the union that signed the first CBA takes precedence, then the SDU would not have the right to appoint H&S Officers or a Head Health & Safety Officer even if it has signed a CBA. To address this issue, the SDU has proposed that in any CBA solution, the Health & Safety issue should be regulated in a separate CBA that secures the SDU's right to appoint H&S Officers as well as a Head H&S Officer. To minimize the risk of conflicting contracts, we believe it could be safer not to try and decide on any general appointment principle that might be considered to infringe on the STWU's rights in this regard. If APMT does not live up to its commitments towards SDU regarding H&S Officers, such a contract could either open up for legal action or the possibility for the SDU to opt out of the whole CBA arrangement.

A Side Letter to the CBA with Supplements:

In order to find a long-term solution, the SDU sought compromises connected to APMT's own side letter proposal. This winter, we made several proposals for supplements to such a side letter in order to- in practice- gain the same obligations, rights, and influence as a fully recognized CBA stakeholder. APMT rejected these proposals by saying that the SDU seeks a "veto" power in response to APMT making new agreements with the STWU when the majority union disapproves. There is merit to such a claim only if the company means that the STWU hold such a "veto" right against APMT making new agreements with the SDU in the company's own proposal. The SDU does not seek a "veto" right, but merely seeks the same right as any other union signing a CBA in the Swedish Labor market. The SDU seeks a framework which pushes all parties to continuously seek mutually accepted agreements involving SDU, STWU and APMT. The SDU remains open to any alternative suggestions of how this could be achieved.

A Local Tripartite CBA:

While a tripartite agreement was once again rejected on the national level, the SDU considers a local tripartite agreement at APM Terminals as the best long-term solution to maintain stable labor relations in the workplace. A tripartite CBA would include instruments to handle inter-union disagreements and remove all risks connected to conflicting CBA's, as well as securing equal standing of all respective unions in relation to the company. According to the mediators, APMT accepted this proposal but the STWU rejected it. As such a solution is dependent on the approval of the STWU, the SDU has limited means to influence the STWU and has no intention of fighting the minority union in order to

force them in that direction.

A Parallel Identical CBA:

The SDU's latest proposal, presented before APMT's lockout was launched, is an attempt to try to accommodate all the concerns raised by involved parties and work around the obstacles. The SDU suggests a structure of parallel identical CBA's covering SDU members at the terminal, mirroring all existing national and local CBA's concerning the dockworkers. The SDU has been part of negotiations and agreements since the container terminal was first built, so the union regards itself as part of those agreements it is familiar with and can sign them immediately. The reservation for such a solution is that the SDU cannot 'in blanco' agree to sign CBA's it has not participated in forming or does not know about, especially from the last 6-month period when the union has been shut out of negotiations. Such exceptions need to be identified and reviewed. In these cases, and on current issues that need to be solved quickly (perhaps within the company's proposed working groups) in order to establish an effective and reliable production, the union proposes immediate direct talks (preferably including the STWU) with the goal of reaching mutually acceptable parallel identical CBA's as well.

Such a solution is less than optimal from the SDU's point of view, but a structure of independent but identical CBA's gives the SDU more legal tools and bring it closer to an equal standing with the STWU in relation to APM Terminals. Contrary to the tripartite solution, this proposal is not dependent on STWU's approval. Furthermore, it does not carry the risk of conflicting contracts covering the same group of employees (with the risk of legal challenges for the company) as the contract wording is identical. If the company continues to concern itself with reaching identical agreements with both dockworker unions, the exposure remains limited. This option is legal, practically manageable, and immediate. [An alternative to this, which would allow all parties more space to manoeuvre, would be to establish a largely but not fully identical structure of CBA's between the SDU and APMT covering the SDU's members, while at the same time reaching a separate agreement with the STWU where the minority union relinquishes it's right to take legal action if the different contracts conflict (meaning APMT can freely apply CBAs with the SDU on SDU members even if they in part conflict with the company's CBA's with the STWU). This, however, is once again dependent on the STWU's approval, which the SDU cannot influence.]

The SDU remains open for feedback or other suggestions. The union continues to invest a lot of time and resources in trying to find a mutually acceptable solution to the CBA issue, and feels the need to receive constructive response from APMT. It needs to be stressed once again that the primary concern of the SDU is to resolve the local issues at hand, not only to end the

dispute but to try to rebuild an efficient and reliable terminal.

Book Review – The Holocaust by Leni Yahil

A FEW MEMBERS may be aware that I have an amateur scholar's interest in three areas of enquiry:

1. The US labour movement
2. The struggle between the Red Army and the Wehrmacht on the Eastern Front in WW2
3. The Shoah or The Holocaust

Of all books I have read and re-read due to their scholarly command of a subject, no book in my library is as dog eared from constant use as this brilliant book by Leni Yahil.

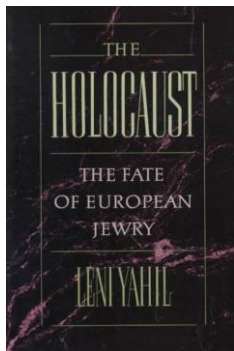
The industrial scale slaughter of the European Jewry by the Nazi's is perhaps human history's single greatest crime against humanity.

It should all give us time to pause and ponder 'what lays in the heart of man that makes such horror possible.'

At times when I'm down I pick this book up and in particular read the lines quoted above. These words are both inspirational and tragic.

If even one member picks up this book from a library or purchases it on line or even thinks of the quote above, I feel that this book review is worth the time and effort.

Bob Carnegie



THE GHETTO FIGHTERS

sacrificed themselves as a matter of conscious decision and free choice. They chose to fight in the realisation that there was no avoiding death; they gave their lives as an act of preserving their freedom and self-respect which they saw as sureties of a future for the Jewish people. By their free choice they accorded their deaths moral

and national significance, voiding their negative import of the Nazis' counter society. They were no longer motivated by a struggle for life because they had lost all hope of winning it; instead they wished to sanctify their lives through an armed struggle that stood no chance of being victorious.

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MY RIGHTS WHEN INJURED

- To be paid sick/personal leave for time off work
- To seek independent advice and assistance from my union
- To seek independent advice and assistance from a lawyer of my choosing
- To decide if I want to lodge a Workcover claim or not

Call Bob Carnegie,
Branch Secretary of the
MUA on 0439 478 996



MARITIME UNION
OF AUSTRALIA

"An injury to one is an injury to all"

MY RIGHTS WHEN INJURED

- To consult a doctor I choose
- To refuse to consult an employer sourced doctor
- Employer directions to the contrary are a breach of my privacy
See Australian Privacy Principle 3.3 under Privacy Act 1988
- Employer directions to the contrary are discriminatory compared to an employee not injured at work
See s69 Anti Discrimination Act 1991 (Qld)
s15(2) Disability Discrimination Act 1992 (Cth)

Call Adam Tayler, Partner of

Turner Freeman Lawyers on 0488 399 333

