



# DPW EBA 2014 – Update

Some encouraging words - But the proof is in the pudding

February 12, 2014

The DPW EBA has commenced. The log of claims was finalised by a national delegates meeting on 24/25 January. The national delegates meeting also elected the Part A negotiating team. The first three meetings have taken place with the company over the days 4-6 February. The importance of this EBA cannot be underestimated. Outcomes around automation and job security, safety and a workplace free from the harassment and intimidation of current HR practices is required.

Our last EBA was a great achievement that we fought hard to secure. Unfortunately its implementation was marred by what we perceive as a dishonest approach to industrial relations. We had an unprecedented number of arbitrations where previously we have hardly had any. In fact this agreement is the most arbitrated document in the MUA's bargaining history. This paints a picture of relationship breakdown, where rule of force in the workplace prevails. Whether that coincided with the Citi-infrastructure takeover of the majority of DPW remains unclear but company policy changed radically and aggressively. DPW will need to address this if they desire members to be onside in the development of productivity in a new era of competitive pressure.

## New CEO

The meeting proceeded with an introduction from the new DPW CEO Paul Scurrah. His words were encouraging and his views were somewhat different from what we have heard and seen from the company over the last three years. Whether these sentiments can be translated into a better workplace remains to be seen. We hope so and are ready to move into the inevitable next phase of waterfront reality where we will see a revolutionary change in production with automated machinery. Paul Scurrah's tenure as CEO will see many jobs lost to automation. We can only hope it will also see improvements for workers in line with the gains to be made by DPW from automation.

## Automation

We refuse to be left behind with the introduction of automation. Improved wages and conditions must flow to workers and the absolute huge gains in productivity and efficiency delivered to the company should be duly recognised. We understand the reality and inevitability of automated technology but are convinced that these changes must translate into a workplace with job security, improved conditions of work that extend to generations to come. The MUA has delivered an automation clause to the company for consideration. The clause deals with the manner in which automation is negotiated and introduced.

It deals with job coverage and redundancy measures. More importantly it aims to mitigate redundancy to the maximum extent possible. All Part A EBA committee representatives and Branches have copies of the clause and log of claims.

We know that during the life of this agreement DPW plan to:

1. Consolidate the automation of the Brisbane terminal
2. Automate Port Botany with a configuration consistent with Brisbane.
3. Automate Melbourne's stacks and eventually move to automate the roadside.

These things are stated. There is also the threat of ongoing automation of straddles consistent with the Patrick model. DPW have not ruled this out.

Our main demands around automation are job-saving reductions in hours of work; increased coverage of work (insourcing); permanency of employment and job security going forward. This is coupled with dignified arrangements for those that will have to exit the industry and fairness in the approach to that process.

We are already seeing DPW attacking our job roles and coverage in Brisbane, training supervisors and management to do our work behind our backs and hiding the realities of automation behind a veil of secrecy that can only appear to be suspicious at best. These issues are being dealt with in Brisbane though management is proving difficult to pin down on some of the finer points of automation. If the company thinks that they can ride roughshod over us during the implementation phase of automation in Brisbane they will need to reassess the difficulties that arise from having to unscramble that egg. We will not concede our work, especially through deliberate trickery or stealth.

Only your willingness to act and reject these actions can assist your Part A Committee In delivering the goods in this EBA.

### **HR Madness and stand over tactics**

Fear has been used by rulers for centuries to deliver the type of world they desire. That world is usually not the type that reflects the interests of people such as ourselves. Dignity and respect, not square ups and intimidation make for a better workplace. The current madness of crash and burn HR policy must end! AMPs litter the ground like confetti and sackings based on nebulous and dodgy reasoning must stop. It is time that the HR department was bought to heel. They have attacked for too long and we are sick and tired of it. Your claims have been clear. HR must be pulled into line or we can expect nothing less than complete workplace dysfunction. The company heard this loud and clear from the Part A Committee at the EBA meetings. As stated there were some encouraging signs but nothing has been put on the table so far that will overcome the gulf in trust and the pain that exists from our experience in the last EBA . We wait with baited breath for a miracle of management perception to rectify this crazy business and IR strategy that if continued will drive DPW to market share failure and hopelessness. A result that is not in anyone's interest but DPW's competitors.

### **Safety is paramount**

This has been the catch cry of waterfront life for decades. DPW say that safety matters and in the same breath work to bomb a code of practice (NSCOP) for an industry where wharfies are 14 times more likely to die than the average Australian worker.

The question of intent and behaviour was raised during EBA negotiations and this is a classic example of double standards and hypocrisy that a new management team must resolve to gain any credibility with the workforce

whatsoever. There is a safety crisis out there and the ostrich school of management, based on pure luck is a recipe for disaster. The Part A Committee has developed a robust safety clause that we believe will satisfy the situation. Our claims don't deal exclusively with intent, as we know what best intentions deliver, but is based on objective and cooperative activity to curtail the crisis in safety on the waterfront once and for all. The company has not had a chance to respond on this question but their current NSCOP bombing activities indicate they are some way off achieving a best practice approach to safety management. Time will tell.

### **Other issues**

A range of other issues were tabled by the MUA and many at this stage only had time to receive a cursory NO from the company. There's nothing new or wrong with this and we should expect that an EBA process will take some time to get to the major and substantive issues and work through the many claims driven by the reality of life on the job. There will be more to report in this area in coming updates from the bargaining table.

### **Company claims**

The company delivered a raft of claims this time around. While deceptively entitled an 'issues' paper, it was a log of claims. We understand and have duly considered the claims and are still working out how or if we can deal with or accommodate the company wish list. It can be described in a nutshell as a wish list of neo-liberal dreamtime that in essence seeks you to work longer, harder and for less. It countenances a 'no cost to the business' approach as an outcome of the agreement. The paper is hypocritically delivered at a time of implementing the biggest revolutionary change to the mode of production in waterfront history where jobs will be destroyed and productivity will skyrocket. Go figure - no mention of that!

**You've set the agenda  
Let's see it through...**

# **Automation agreement**

**SAFE  
RESPECTED  
ORGANISED**



## **Safety – Respect**

**MUA – Here to Stay!**

