

**PATRICK BULK AND GENERAL  
UNION COLLECTIVE WORKPLACE  
AGREEMENT 2008  
BRISBANE**

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1. **TITLE**

This Agreement shall be referred to as the Patrick Bulk and General Ports Union Collective Workplace Agreement 2008, Brisbane ("this Agreement" or "the Agreement").

2. **PARTIES BOUND**

This Agreement shall be binding upon Patrick Stevedores Holdings Pty Ltd and its relevant employees engaged in stevedoring operations as stevedoring employees in an Award classification (Grade 1 to Grade 6) and the Maritime Union of Australia ("the MUA" or "the Union").

3. **SCOPE**

- 3.1 This agreement will apply to all employees employed by the Company as Stevedoring Employees at the Port of Brisbane in the categories established in this Agreement for work in the Company's stevedoring operations. Nothing in this agreement prevents the company from extending or curtailing its operations in or beyond that port/s.
- 3.2 This Agreement may not be varied other than in accordance with the provisions of the Act.
- 3.3 The Company will provide a letter of appointment to employees covered by this Agreement setting out the terms and conditions of their employment. The letter of appointment is to be read in conjunction with this Agreement and is not incorporated into this Agreement. To the extent of any inconsistency between this Agreement and the letter of appointment, this Agreement will prevail over the letter of appointment.
- 3.4 Nothing in the foregoing interferes with or takes away the rights of either party under the Workplace Relations Act 1996.

4. **TERM OF AGREEMENT**

- 4.1 Subject to approval in accordance with Section 340 of the Act, this Agreement shall be lodged with the Workplace Authority in accordance with Section 342 of the Act.
- 4.2 This Agreement shall operate for the period up until 22 October 2010.
- 4.3 This Agreement may not be varied or terminated other than in accordance with the provisions of the Act.

5. **PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED**

- 5.1 This Agreement shall replace and rescind the Patrick Certified Agreement (General Stevedoring) 2004 and any other agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated the terms and conditions of employment of employees to whom this Agreement applies.
- 5.2 In the event of any inconsistency in this agreement between the Part C arrangements for the Port to which this agreement applies, and Part A and Part B of this agreement, provisions of the Part C arrangements will apply.

## **6. OPERATION OF AGREEMENT AND RELATIONSHIP TO THE AWARD**

- 6.1 Subject to sub-clause 6.2, this agreement incorporates the terms of the:
- a) the Stevedoring Industry Award 1999; and
  - b) the Stevedoring Long Service Leave Award
- (collectively, "the Awards") as in operation at 26 March 2006.
- 6.2 This Agreement does not intend to include any terms of the Awards which contain prohibited content (as defined in the Act). Any terms of the Awards which contain prohibited content are expressly excluded from this Agreement to the extent of the prohibited content. Specifically, the following clauses of the Stevedoring Industry Award 1999 are not included in the agreement to the extent that they contain prohibited content:
- Clauses: 8.5.2, 15, 22.6.5.
- 6.3 In the event of any inconsistency between any terms of the Awards (as incorporated into this Agreement) and an express provision set out in this Agreement, the express provision in this Agreement shall prevail to the extent of any such inconsistency.
- 6.4 Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.
- 6.5 If at any time the Australian Fair Pay and Conditions Standard applies to an employee's employment:
- (a) the employee's remuneration under this Agreement compensates him or her for all work performed, including but not limited to, any overtime, shift or weekend loading, penalty rates, allowances and any other entitlement which may be due to him or her under the Standard; and
  - (b) any entitlement under the Standard will be calculated by reference to the applicable rate of pay required by the Standard, as the case may be.

## **7. LABOUR REVIEWS**

- 7.1 Subject to rights and discretion of Management being maintained and as envisaged in the Agreement, the parties shall conduct a six monthly, periodic formal review of the application of the agreement and in particular how/why the Company has or should have;
- a) Maintained or adjusted the size and composition of the workforce, including:
    - i) the extent of employees being allocated outside of their normal category to meet skill requirements insofar as it impacts on the composition of the workforce,
    - ii) the impact of any significant changes to workloads for specific positions.
  - b) Applied allocations and work opportunity without bias or discrimination.
  - c) Selected people for reclassification and identified and counselled/processed people unable to perform their full range of duties.
  - d) Managed Training Plans and conducted Training.

- 7.2 An advance schedule of dates for these review meetings in each port (site), each year shall be completed prior to the implementation of the Agreement.
- 7.3 The review team for each party shall not exceed six persons and shall include national and branch officials/delegates and Corporate and site Management. For continuity purposes, changes to representation shall be avoided as much as possible.
- 7.4 The company will provide for the review team at all meetings. All necessary relevant data such as labour models, usage, training plans, earnings, hours, disabilities, performances, etc. The Review team will have an opportunity to meet with the Patrick committee in the port of review to discuss the issues associated with the review prior to the review period.
- 7.5 Schedule 1 provides procedures for preventing and settling disputes arising under this Agreement.

## **8. INTENT**

- 8.1 The intent of this agreement is to achieve within the Company work practices and arrangements that do not impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company. The Parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 8.2 The Company employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees' role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, cargo/equipment care, stability and reliability.
- 8.3 The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 8.4 The Company Management has rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. In accordance with Clause 15 the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties.
- 8.5 An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. The Union and all employees shall be advised of any intended change to Company policies and procedures prior to such change taking effect.
- 8.6 It is recognised by the Parties that the Company Policies and Procedures do not form part of the formal contract of employment.

## **9. ENTERPRISE EMPLOYMENT.**

- 9.1 Sufficient full-time, PGE and Supplementary employees as determined by the company will be employed and deployed to meet the majority of skill and operational requirements, providing they can be reasonably able to be gainfully and viably employed in those businesses at all times without the incurrence by the Company of the cost of unrecovered idle time.
- 9.2 It is the intent to minimise supplementary employees in areas covered by this document
- 9.3 Subject to the grievance provisions in this agreement, and any other relevant provision of this Agreement, the Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person from within or outside the existing workforce/s to fill a vacancy. The Company shall advise and consult with the union of any intended change to the size and composition of the workforce without altering its absolute discretion to make such changes following consultation.
- 9.4 Where an existing full time position becomes vacant, the Company shall, in normal circumstances, fill such vacancy within one month in accordance with sub-clauses 9.3 and 9.5 unless it deems such replacement unnecessary. In those latter circumstances, the Company shall provide employees and the union with full disclosure of the reasons for non-replacement of existing positions
- 9.5 The Company will apply demonstrably objective, competency based recruitment, promotion and selection criteria in recruitment and selection processes and procedures, and, where appropriate, in selection for training. Any vacant position shall firstly be advertised internally. Appointments shall be based upon skills, competencies, performance, experience and any other relevant criteria. Where appropriate, the Company may consult with appropriate senior operational staff in the selection process for internal vacancies.

## **10. EMPLOYEE CONCERNS AND REPRESENTATION**

- 10.1 Any concern by an individual employee that the Company may have unfairly treated him / her may be progressed in accordance with the Personal Grievance Procedure set out in Schedule 3.
- 10.2 The Company acknowledges that an employee may choose to be represented by a Union delegate, a union official or by any other employee in dealing with workplace matters with the Company. The Union Branch Secretary shall advise the site manager in writing of the outcome of site Committee elections.
- 10.3 The Company recognises that employees may choose to be represented by the MUA in discussions with the Company and that some employees may be appointed as delegates by the MUA for this purpose. Such recognition is subject always to the employee concerned continuing to act in accordance with their contract of employment, and the terms and conditions of this Agreement
- 10.4 Subject to bona fide safety issues, any such representation and discussions shall be held when necessary and with the approval of the Company at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of delegates or other employee representatives involved in any such discussions shall not exceed one at any one time.
- 10.5 The Company will allow the Delegate/Employee Representative absence from normal duties without loss of pay where they are requested by an employee to represent their interests providing always that:

- 10.5.1 Such absence is for bona fide purposes only and the delegate/employee representative first advises his/her immediate shift manager of the expected period of absence for the purpose of enabling the shift manager to make alternative work arrangements and providing always that such absence is to deal with a matter of sufficient genuine importance that it cannot be dealt with at another time.
- 10.5.2 The subsequent conduct by the delegate or their fellow employees is not such as to interfere with or otherwise adversely impact upon the operations of the Company.
- 10.5.3 In the event of a breach of this sub-clause, the Company may act to formally revoke the right of the delegate or an employee representative to absence from normal duties without loss of pay, but not the right of representation. In the case of a delegate, the matter should first be discussed with the relevant MUA Branch Secretary.
- 10.5.4 Where a delegate's or employee representative's right to absence from normal duties without loss of pay has been formally revoked by the Company, the delegate or employee representative may only leave his/her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring a delegate's or employee representative's right of absence from normal duties without loss of pay under this sub-clause if it sees fit to do so.
- 10.5.5 The delegate or employee representative and/or employees shall always firstly attempt to resolve the issue with the immediate Shift Manager.
- 10.5.6 If the matter is still unresolved following those discussions, the Shift Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all employees (including the delegate/ employee representative) continue with normal duties.
- 10.6 Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the Delegate/Employee Representative during such discussions. Any dispute over the application of these arrangements shall be immediately processed in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

## **11. COMMUNICATION AND PERFORMANCE REVIEWS**

- 11.1 There shall be a communication structure at each operation that each employee shall participate in. This will involve two separate processes. The first, an informal process, is to facilitate open discussion, consideration and understanding of Company activities and to enhance employee input into problem solving and decision-making processes. Secondly, employees shall be subject to ongoing individual performance evaluations and career planning reviews.
- 11.2 An employee shall be required to participate in performance appraisals conducted by Management. Such appraisals will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified.
- 11.3 Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity, safety and understanding of company policies, job satisfaction and communication within the enterprise.

- 11.4 The Company shall establish with each employee a formal confidential performance evaluation and career-planning program designed to best suit the circumstances and requirements of each individual employee. Whilst formal periodic reviews will be incorporated into the program for each individual employee, it shall be sufficiently flexible to provide mutual opportunity for ongoing informal input, counselling and review at any time.

## **12. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION**

- 12.1 Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health and safety standards in the workplace. This will be achieved through the ongoing implementation of an OHS Management System (OHSMS), including appropriate OHS policies and procedures, and the involvement of management and employees in the OHSMS and OHS committee.
- 12.2 The parties agree that employees will participate in rehabilitation/ return to work programs in all states as required, and / or in accordance with relevant legislation, with the objective of achieving a return to their normal duties as soon as practical.
- 12.3 In addition to ensuring compliance with OHS legislation and the Company's Safety Policies and Procedures, it is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations including the adoption of an agreed National Industry Safety Code of Practice . Accordingly, should changes to occupational health and safety practices be considered necessary, such issues will be referred to the Occupational Health and Safety Committee for consideration and recommendation to Company Management.
- 12.4 The Company shall provide industrial and protective clothing in accordance with the arrangements set out in Part C. The arrangements in Part C may be varied locally provided the varied arrangement still complies with OHS standards and Company policy on overall quantum of items and uniformity of branding, quality etc.
- 12.5 Employees engaged in SAP or similar Safety Programs activities shall receive no less than the grade 4 rate of pay.
- 12.6 Employees shall not be required to perform work that is the subject to a reasonably held bona fide safety concern.

## **13. TRAINING**

- 13.1 Where the Company requires an employee to obtain a licence, trades certificate or other qualification, the Company shall pay the normal costs of such licence, trades certificate or qualification.
- 13.2 The Company may appoint either management or external workplace assessors.
- 13.3 All employees shall be available to undertake and complete any training and subsequent testing as required by the Company and to train other persons (including PGE's and supplementaries) when required by the Company. All training will take place in accordance with operational requirements as determined by the Company and the Company shall, for all training, have the right to determine who is trained. Training (either trainee or trainer) performed by Company personnel as part of normal salaried / remuneration arrangements