

VBIDP

VICTORIAN BUILDING INDUSTRY DISPUTES PANEL

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DECISION

027-2006

MAW CIVIL PTY LTD
MARTHAS COVE.

C.F.M.E.U/F.E.D.F.A

SITE ALLOWANCE **APPLICATION OF AGREEMENT**

On March 1st, 2006 Panel members visited the project, observed works underway and viewed a model of this \$650 million Martha Cove development.

Advice was given that major works involving an underpass, breakwater and marina had been completed under the terms and conditions of relevant Certified Agreements.

The dispute notifier (Union) advised that the majority of works now to be undertaken were of a housing nature, however a claim was being made for certified agreement application to preparatory works, the construction of a "neighbourhood commercial centre" and other unspecified works of a like nature.

Having completed the inspection the matter was adjourned for a formal hearing on March 9th, 2006 at which time the Union and Mgt's representatives were in attendance.

The Union reiterated the basis of the claim and stressed the need to ensure that the entitlement for payment for sub-contractor employees engaged on preparatory works (should the claim be successful) be made with immediate effect.

Mgt. advised both verbally and by way of documentation that they (Mgt.) and the developer acknowledged that the proposed commercial centre and other specific areas were of a non-housing nature and would be recompensed accordingly.

They (Mgt.) did note that redesign to the project was an ongoing issue and as a consequence appropriate Council permits had not been sought or approved to this date.

Having considered the submissions and documentation provided by the parties the Panel finds that the claim by the Union is bonafide.

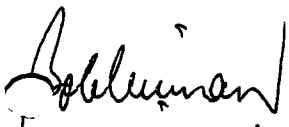
In these circumstances, the Panel upholds the Union claim with the exclusion of those works referred to in the scope and application of the relevant certified agreements-

"...Construction work in the cottage/housing industry shall not fall within the scope and application of this Agreement. For the purposes of this Agreement, cottage/housing industry means the construction, erection, assembly, maintenance ornamentation or demolition of a single occupancy dwelling, and multiple occupancy residential units being of not more than two living levels height..."

The Panel having considered all matters before it determines that in addition to finding the Unions claim as being bonafide, it follows that a method of assessment for site preparation work on the "Commercial" areas must be put in place to ensure that the workforce is correctly compensated for hours worked on the relevant "commercial" work areas.

It is the decision of the Panel that the principle contractor or his agent be responsible for the calculation and payment of actual hours worked or to be worked on "Commercial" areas.

A copy of the actual calculation along with evidence of payment is to be provided to each affected member of the workforce and a copy is to be maintained for inspection at any time by the Union or the Panel.


R.F. Merriman
Chairman



W. R. Davis


P. W. Knight

Dated this

16 day of March 2006