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**PLUMBING AND PIPE TRADES EMPLOYEES UNION / CEPU PLUMBING
DIVISION VIC BRANCH (PPTEU)**

AND

WORMALD PTY LTD (WORMALD)

RE: ALLEGED UNDERPAYMENT OF WAGES AND ALLOWANCES

10 APRIL, 2019

003-2019

STATEMENT

[1] The PPTEU notified a dispute on 26 March 2019 alleging the underpayment of wages and allowances as per the “*Wormald and CEPU-Plumbing Division (Vic) Fire Protection Service Agreement Victoria 2016-2020*” (the Victorian 2016 Agreement).

[2] The Chairman convened a conference of the parties on 9 April 2019.

[3] The dispute concerns two PPTEU members who have been long term employees of Wormald, one employee resides in Wodonga, the other in Albury. Historically Wormald has afforded these employees the provisions of the precursor Enterprise Agreements to the Victorian 2016 Agreement.

[4] Both employees are regularly employed to work in Victoria and from time to time they are also employed to perform work in NSW.

[5] Wormald says that it is likely that in future a greater proportion of the work will be in NSW. It seems the opposite has been the case historically.

[6] There is no dispute that the full terms of the immediate precursor Agreement, being the “*Wormald and CEPU-Plumbing Division (Vic) Fire Protection Service Agreement Victoria 2012-2016*” (the Victorian 2012 Agreement), were afforded the employees. Wormald confirmed this was a “management” decision.

[7] However, Wormald determined, it seems unilaterally, that upon the FWC approval of the replacement Agreement, the Victorian 2016 Agreement, in mid 2016, it would no longer apply its terms to the two employees and has in effect frozen their terms and conditions to the Victorian 2012 Agreement ever since that time. Wages and allowances for the employees have not been adjusted since March 2015. There was no change to the scope and application of the Victorian 2016 Agreement.

[8] Whilst there has been some attempts over time by the parties to resolve the inevitable dispute, no settlement has been reached.

[9] Wormald submitted that “as a matter of law”, the two employees were “agreement free”, that there was “no enterprise agreement that applied” to these two employees. Wormald maintained this submission notwithstanding that it acknowledged there may also have been enterprise agreements operating for sprinkler fitter employees employed in NSW. In effect it submitted that because these employees worked in both NSW and Victoria, and that they “had been employed out of the Albury NSW office”, no enterprise agreement applied to them.

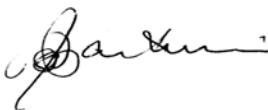
[10] Wormald also submitted that it intended to consider a restructure of its business for which a different scope of enterprise agreements might suit its business better and that it intended to seek to negotiate this with the PPTEU. The Chairman noted that this of itself would not settle the present matter, even though the PPTEU indicated it was prepared to discuss future arrangements.

[11] Without reaching a final concluded view on the matter, which the Chairman said would properly be the role of the full Panel in this case, he provided some guidance to the parties as to how the matter might be settled between them. He said in absence of settlement the matter would proceed to formal Hearing for the Panel to determine the matter.

[12] The parties conferred separately with the Chairman and together, arising from which, whilst no settlement was reached, the parties agreed to continue discussions with a view to settling the matter over coming days.

[13] The Chairman urged the parties to reach a fair and reasonable settlement.

[14] The PPTEU is to advise the Panel no later that **5.00pm on Friday 11 April 2019** if the matter is settled or if it wishes the matter to proceed to formal Hearing. In absence of settlement, the Panel will notify the parties of arrangements for a Hearing before the Panel, at a time to be fixed.



Peter Parkinson
Chairman