



Chairman: Peter Parkinson
UNIT 1, 233 CARDIGAN STREET
CARLTON SOUTH VIC 3053
A.C.N. 110 263 182
TEL: 03 9348 2613 FAX: 03 9348 2714
dboard@vbidb.org.au
www.vbidb.org.au

CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION

and

CITYLINE SCAFFOLDING PTY LTD

RACV CAPE SCHANCK RESORT
TRENT JONES DRIVE, CAPE SCHANCK

RE: DISTANT AND TRAVEL TIME ALLOWANCES

16 March 2017

005-2017

STATEMENT

[1] The CFMEU notified a dispute on 2 March 2017 concerning an alleged failure of Cityline Scaffolding Pty Ltd (the Employer) to comply with the Fares and Travel Patterns Allowance provisions of the Building and Construction General On-site Award 2010 and applicable Enterprise Agreement for work undertaken on the RACV Cape Schanck Resort Project. The CFMEU requested a Conference before the Chairman on site.

[2] The Chairman conducted a Conference of the parties on 16 March 2017 on the basis that if the matter could be resolved between the parties, on-site attendance would not be necessary.

[3] The relevant provisions of the Award for which the Employer is obligated to observe are as follows:

25.5 Travelling outside radial areas

Where an employer requires an employee to travel daily from inside one radial area mentioned in clauses 25.2, 25.3 and 25.4, to work on a construction site outside that area, the employee will be entitled to:

(a) the allowance prescribed in clause 25.2 for each day worked; and

(b) in respect of travel from the designated boundary to the job and return to that boundary:

(i) the time outside ordinary working hours reasonably spent in such travel, which will be paid at the ordinary time hourly rate, and calculated to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and

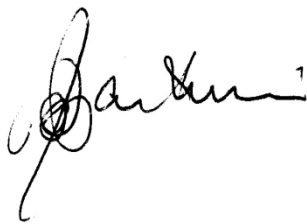
(ii) any expenses necessarily and reasonably incurred in such travel, which will be \$0.47 per kilometre where the employee uses their own vehicle.

[4] The Employer explained that it believed it was compliant with sub-clauses (a) and (b) and agreed to provide the CFMEU with access to the Employer's relevant records to demonstrate compliance from commencement of works on the Project for its relevant employees.

[5] The Employer acknowledged that the provisions of sub-clause (b)(ii) had not been complied with and it undertook that arrangements would be made for it to comply from commencement of works on the Project for the relevant employees affected. In this regard the Chairman explained that the Employer was not able to make alternative arrangements than the relevant provisions of the Award.

[6] Arrangements are to be made between the parties as soon as possible to enable the CFMEU access to the relevant records as agreed, following which the CFMEU is to advise the Panel if the matter is resolved or otherwise. On this basis a site inspection is not required.

[7] The CFMEU indicated that the same problem had arisen with other employers on the Project which had since been resolved, but requested that the Principal constructor, Kane Constructions Pty Ltd, be advised of this such that similar issues might be avoided in future. The Chairman advised that he would pass this on to the Project Manager who had been an apology for the Conference.

A handwritten signature in black ink, appearing to read 'Peter Parkinson', with a stylized flourish at the end.

Peter Parkinson
Chairman