



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](mailto:dboard@vbidb.org.au)  
[www.vbidb.org.au](http://www.vbidb.org.au)

**CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION (CFMEU)**

**and**

**PREMIER CRANES AND RIGGING PTY LTD (PREMIER)**

**RE: ALLEGED UNDERPAYMENT OF ENTITLEMENTS**

**18 JUNE 2020**

**010-2020**

**STATEMENT**

[1] The CFMEU notified a dispute on 12 June 2020 alleging the underpayment of entitlements to its member Mr. B. McKinnon for work he performed for Premier pursuant to the *Premier Cranes & Rigging Pty Ltd and the CFMEU (Victorian Construction and General Division) Rigger/Steel Erector Enterprise Agreement 2016-2018* and the *Premier Cranes & Rigging Pty Ltd and the CFMEU Mobile Crane Hiring Industry Enterprise Agreement 2016-2019* (the Agreements).

[2] The Panel conducted a Video Conference by Zoom of the parties on 18 June 2020.

[3] Prior to the Conference there were a number of email exchanges between the parties, in particular on 17 and 18 June 2020.

[4] This matter has a long history having first been the subject of dialogue between the parties approximately 12 months ago. The Panel notes that matters of alleged underpayment of entitlements should ordinarily be addressed promptly and that the effluxion of time, as has been the case here, is conduct that should be discouraged. It is noted that there has been some contributing factors, not the least of which has been the alleged loss of records by Premier.

[5] It is apparent that following receipt of formal Notification of Dispute to the Panel, Premier unilaterally acted to engage directly with the Mr. McKinnon without engaging with the CFMEU and it says it reached a settlement of the matter by certain means. For present purposes the Panel in the first instance wishes to establish whether or not the allegations made by the CFMEU on behalf of its member as to non-compliance with the Agreements can be proved. The Panel's purpose is to ensure the obligations arising to parties under Enterprise agreements and Awards are met. The CFMEU continues to submit that Premier has not complied in relation to this member. The Panel makes the observation that once an action has been initiated pursuant to the Disputes procedures of the Agreements, the parties are expected to comply with those processes and not attempt to circumvent those processes once underway, by other means. To not do so undermines the importance and requirement to comply with these procedures, which the Panel must and will uphold.

[6] The CFMEU in its email of 17 June 2020 provides a significant amount of material upon which it relies to demonstrate the non compliance. It says that by extrapolating the shortfall over a specific 8 week period in its material, Mr. McKinnon has been underpaid approximately \$70,375 for the period 26 June 2017 to 24 March 2019. The CFMEU says this figure does not include some allowances that it was not able to calculate and that it has not yet addressed any prior employment with Premier by Mr. McKinnon.

[7] The Chairman noted that the material provided by the CFMEU was the first evidence of substance that it had provided to Premier since the matter was first raised and the Chairman observed that it would only be fair for Premier to be given a reasonable opportunity to review the material and respond.

[8] The Chairman proposed and the parties accepted that the matter would be adjourned to a further Conference on **Thursday 2 July 2020 at 10.00am**. The CFMEU is to provide clarity and written confirmation to Premier and the Panel as to the effective date from which it claims there has been a shortfall in payments to its member and to provide appropriate evidence to support its contention as soon as possible, but no later than **5.00pm on Tuesday 23 June 2020**. Premier is required to review the material already provided by the CFMEU on 17 June 2020 and to determine and advise its response with appropriate supporting evidence as necessary as soon as possible to the CFMEU and the Panel. Premier will also provide a response to any further material it is provided by the CFMEU as soon as possible after it is received.

[9] The Panel requires that the parties will attend to the matters set out in paragraph [8] such that every reasonable opportunity is taken by them to resolve the matter prior to the Conference. Any correspondence or communication relevant to the matter is required to be undertaken directly between the CFMEU on behalf of its member and Premier, with copies of any correspondence filed with the Panel. In the event the matter is settled prior to the Conference the CFMEU is to confirm same with the Panel in which case the matter will be settled. Should the matter not be resolved, the Conference will proceed. If the matter still remains , the Panel will then proceed to set the matter down for Hearing and Decision.



**Peter Parkinson**  
**Chairman**



**Tony Cordier**  
**Panel Member**



**Esther Gruszka**  
**Alternate Panel Member**



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](mailto:dboard@vbidb.org.au)  
[www.vbidb.org.au](http://www.vbidb.org.au)

**CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION (CFMEU)**

**and**

**PREMIER CRANES AND RIGGING PTY LTD (PREMIER)**

**RE: ALLEGED UNDERPAYMENT OF ENTITLEMENTS**

**9 JULY 2020**

**010-2020**

**STATEMENT No.2**


[1] The CFMEU notified a dispute on 12 June 2020 alleging the underpayment of entitlements to its member Mr. B. McKinnon for work he performed for Premier pursuant to the *Premier Cranes & Rigging Pty Ltd and the CFMEU (Victorian Construction and General Division) Rigger/Steel Erector Enterprise Agreement 2016-2018* and the *Premier Cranes & Rigging Pty Ltd and the CFMEU Mobile Crane Hiring Industry Enterprise Agreement 2016-2019* (the Agreements).

[2] The Panel convened a Conference of the parties on 18 June 2020 and issued a Statement which is to be read in conjunction with this Statement.

[3] A further Conference had been scheduled for 2 July 2020, but at the request of the parties the Conference was adjourned until 9 July 2020 by teleconference.

[4] The parties have reported that significant progress has been made towards settlement. Premier is to provide further working documents to support its summary findings that had already been provided to the CFMEU, together with confirmation of Cbus superannuation contributions for the relevant period. It is expected that this material will have been provided to the CFMEU within a week.

[5] Accordingly the matter is adjourned pending further report by the CFMEU as to the status of the matter to the Panel no later than **5.00 pm Friday 17 July 2020**. The Panel encourages the parties to make every endeavor to settle the matter before then. The Panel acknowledges the reasonableness of Premier in responding to this matter under the circumstances and its commitment to the terms of the Enterprise Agreement. In absence of settlement the Panel will determine next steps including setting dates for formal Hearing and Decision should that become necessary.



**Peter Parkinson**  
**Chairman**



**Tony Cordier**  
**Panel Member**



**Esther Gruszka**  
**Alternate Panel Member**