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

**AND**

**TCM SOLUTIONS PTY LTD (TCM)**

**RE: ALLEGED FAILURE TO COMPLY WITH PORTABLE SICK LEAVE**

**24 NOVEMBER 2020**

**017-2020**

**STATEMENT**

[1] The PPTEU notified a dispute on 18 November 2020 alleging that TCM had failed to make contributions in relation to an apprentice for portable sick leave during the course of employment, unused sick leave was not notified to Incolink on termination also resulting in an absence of credit for Apprentice days for redundancy purposes, pursuant to the applicable Enterprise Agreement.

[2] The Panel convened a Conference of the parties on 24 November 2020.

[3] There was no dispute that the applicable Enterprise Agreement is the *TCM Solutions Pty Ltd and CEPU-Plumbing Division (Vic) Fire Protection Agreement Victoria 2016-2019* (the Agreement).

[4] TCM acknowledged upon receipt of further advice, and as also confirmed by the Chairman, that TCM was required under the terms of the Agreement to make payment of a surcharge for the purposes of portable sick leave (clause 41) and to enrol the apprentice with Incolink for the purposes of redundancy (clause 22).

[5] The apprentice had been engaged by TCM for approximately 6 months and resigned in April 2020 and based upon advice from TCM to PPTEU in July 2020, the ‘entitlement’ to accrued unused sick leave at termination was 28.6165 hours).

[6] Having failed to make the requisite surcharge contributions to Incolink, there is a question as to whether or not TCM is practically able to make appropriate restitution arrangements with Incolink in order for Incolink to seek the discretion of the insurer to ‘credit’ the account of the apprentice for portable sick leave purposes. TCM agreed that it would write to Incolink, copy to the Panel and PPTEU, to establish if a resolution can be made by Incolink for portable sick leave purposes and to also confirm the period of engagement of the apprentice to ensure redundancy credits can be recorded in his name. It is considered that such confirmation will be sufficient to resolve the redundancy aspect of the dispute. The Panel expects that TCM will issue the relevant correspondence to Incolink within 24 hours.

[7] In the event a resolution to the portable sick leave ‘credit’ is not able to be found by Incolink with its the insurer, TCM noted it was prepared to resolve the matter on alternative terms.

[8] The parties will advise the Panel no later than 5.00 pm on 8 December 2020 as to the status of the matter.

[9] The Chairman also urged TCM to conduct an audit with Incolink of its other employees and apprentices to ensure full compliance with its obligations under the Enterprise Agreement.



**Peter Parkinson**  
**Chairman**



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



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