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**CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION**

**and**

**COMPLETE TRAFFIC SERVICES (VIC) PTY LTD**

**RE: ALLEGED UNDERPAYMENT OF CRIB ALLOWANCE**

**28 November, 2017**

**021-2017**

**STATEMENT**

[1] The CFMEU notified a dispute on 23 November 2017 regarding an alleged underpayment of Crib Allowance under Clause 36 of the applicable Enterprise Agreement [*Complete Traffic Services (Vic) Pty Ltd and the CFMEU (Victorian Construction and General Division) Enterprise Agreement 2016 - 2018*].

[2] A Conference before the Panel was held on 28 November 2017.

[3] The parties agreed that the compensation for crib breaks had been incorrectly applied by the employer since 2013 and that agreement had been reached as to the correct entitlements that were outstanding up to 30 June 2016. A total sum outstanding of approximately \$36k had been identified as reflected in a breakdown in underpayments for each employee as prepared by the employer. It was noted that the current owner only recently acquired the business and steps have been taken by it to bring about compliance with the Enterprise Agreement through an open and constructive dialogue with the CFMEU.

[4] The Panel confirmed, based on the acceptance by the employer as to this shortfall up to 30 June 2016, that it needed to comply by making these payments.

[5] The remaining unresolved part of the dispute concerns the entitlements for FY 2017 where it is apparent that for some employees the employer actually overpaid them by effectively double counting the paid crib on Saturdays. Indeed it was acknowledged that it is likely that some employees may have been underpaid and others overpaid. The employer had provided a breakdown of the alleged overpayments for that financial year. The parties however acknowledged that it would not be possible to be precise about each and every employee's circumstances, given that some employees may not have actually taken a break, given the history, and others would have taken their break. Accordingly it was accepted that it was not a simple matter of relying upon the breakdown as calculated by the employer.

[6] The parties accepted the Panel's recommendation that they continue to confer in relation to FY 2017 entitlements, noting the spirit of cooperation between the parties and the likelihood that with a genuine endeavour to resolve the dispute and a preparedness to compromise, allowing for all the circumstances, that the parties can settle the matter.

[7] The Panel requires that the parties report back to the Panel no later than 5.00pm on Tuesday 12 December 2017 as to the outcome of their further dialogue. In absence of agreement being reached, at the request of either party, the Panel will reconvene to determine the matter.



**Peter Parkinson**  
**Chairman**



**Daniel Hodges**  
**Panel Member**



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