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**PLUMBING AND PIPE TRADES EMPLOYEES UNION
PLUMBING DIVISION (CEPU)**

and

SITC PTY LTD

**RE: ALLEGED FAILURE TO PAY APPROPRIATE SITE ALLOWANCE,
HOURLY RATES AND LEAVE LOADING IN ACCORDANCE WITH THE
COMPANY'S NAMED AGREEMENT AND FAILURE TO PRODUCE
DOCUMENTS AS PER RIGHT OF ENTRY NOTIFICATION (PARTS 3-4
OF THE FAIR WORK ACT)**

15 FEBRUARY 2018

022-2017

DETERMINATION

[1] The PPTEU notified a dispute on 1 December 2017 concerning the alleged failure by the Employer to pay the appropriate Site Allowance, Hourly Rates, Leave Loading etc in accordance with the applicable Enterprise Agreement and Right of Entry issues [*SITC Pty Ltd and CEPU – Plumbing Division Victorian Branch Lagging Enterprise Agreement 2015-2019*].

[2] The Panel issued Statements on 13 December 2017 and 7 February 2018. Those Statements are to be read in conjunction with this Determination.

[3] The parties had agreed terms of settlement on 7 February 2018 before the Panel requiring the parties to settle a Deed of Settlement reflecting those terms. The PPTEU prepared a draft Deed accordingly on 8 February 2018 and provided to the Employer for

its signature. The Chairman contacted Jay Thaker, a representative of the Employer, on 9 February 2018 to establish if the Employer intended to abide by its agreement to which the Employer indicated it was still to review the draft Deed which would be done that day. By way of email dated 13 February 2018 to the Panel and PPTEU the Employer alleged that there were further provisos to the agreed terms. The alleged provisos were clearly not part of the agreement reached between the parties before the Panel. Both the PPTEU and the Chairman separately advised the Employer by email that its position on the proviso was incorrect.

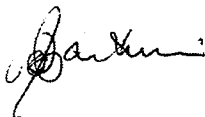
[4] The Chairman requested by way of email dated 13 February 2018 to the Employer that it proceed to execute the Deed, at the terms of which it had previously committed to.

[5] There being no response from the Employer on 14 February 2018 the Chairman spoke with Kal Thaker, the representative of the Employer who had participated in the proceedings before the Panel, including being a direct party to the negotiated agreement before the Panel. The conversation and comments made by the representative indicated to the Chairman that the Employer did not intend to comply with the terms of the agreement as had been correctly reflected in the Deed. The Chairman advised that a Compulsory Conference would be held the following day.

[6] Later on 14 February 2018 the Chairman received an executed copy of the Deed of Agreement from the Employer, as prepared and signed by the PPTEU. Given the conversation with the representative of the Employer the Chairman proceeded with the then scheduled Conference on 15 February 2018.

[7] At the Conference on 15 February 2018 the Employer, represented by Kal Thaker, and its representative from the MBAV, provided a clear undertaking to the Chairman and the PPTEU that the terms of the Deed would be honoured in full. A copy of the deed will be held on the Panel's file and its terms are incorporated in this Determination.

[8] The Panel reminds the parties that the terms of Agreements made must be complied with in all respects.



Peter Parkinson
Chairman