



Chairman: Peter Parkinson  
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**PLUMBING TRADES EMPLOYEE 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 (PART3-4 OF  
THE FAIR WORK ACT)**

**13 DECEMBER 2017**

**022-2017**

**STATEMENT**

[1] The PTEU 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 [*SITC Pty Ltd and CEPU – Plumbing Division Victorian Branch Lagging Enterprise Agreement 2015-2019*].

[2] The matter was initially listed for Conference on 7 December 2017, however VECCI on behalf of the Employer, sought an adjournment on the basis that the Employer needed more time to get his payroll records in order and due to a personal commitment.

[3] The Panel convened a Conference of the parties on 13 December 2017 at which the Employer was represented by VECCI.

[4] The union tabled a range of documents including payslips for one employee which outlined serious shortcomings in the entitlements paid.

[5] Following discussion it was acknowledged by the Employer that he had entered into arrangements with at least some employees which was different to the applicable Enterprise Agreements. The Panel made clear to the Employer what his obligations are.

[6] The Employer acknowledged that he must comply with the terms of the applicable Enterprise Agreements and that he would take immediate steps to bring about compliance urgently. VECCI undertook to assist its member accordingly.

[7] The parties agreed to the following:

(1) that one of its members (Andrea N.) be relocated to the Probuild Aurora Project commencing 14 December 2017 and that he remain employed on the site, subject to works being available, working under the direction of his employer. In the event work was not available the employee would be subject to relocation as normal.

(2) that Andrea N. would be paid in compliance with the Enterprise Agreement with effect from 14 December 2017 and that any back pay would be determined arising from the next step.


(3) the applicable payroll details that had been requested by the union be made available by the Employer during January 2018 and that the parties would confer prior to the end of January 2018 in an endeavour to resolve all matters concerning all the employees affected.

(4) that in absence of formal settlement a further Conference be held with the Panel on 7 February 2018 at 10.00am.

[8] On the basis of this agreement, the Panel adjourns the matter to a further Conference on 7 February 2018 at 10.00am.



**Peter Parkinson**  
**Chairman**



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



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



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**PLUMBING TRADES EMPLOYEE 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)**

**7 FEBRUARY 2018**

**022-2017**

**STATEMENT No. 2**

[1] The PTEU 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 convened a Conference of the parties on 13 December 2017 and issued a Statement incorporating agreed actions by the parties. That Statement is to be read in conjunction with this Statement.

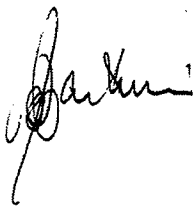
[3] The parties were not able to settle the matter and a further Conference before the Panel was held on 7 February 2018.

[4] During the Conference the parties agreed to settle the primary matter concerning the underpayments to an employee and the termination of that employee, and agreed the terms which would be reflected in a Deed of Settlement to be expeditiously executed between the parties. The PTEU agreed to draft the deed in the terms agreed before the Panel and to provide same to the employer on 8 February 2018.


[5] The Panel reminds the parties that the terms of Enterprise Agreements must be complied with in all respects, and that there is no capacity for an Employer to contract out of the terms of applicable Enterprise Agreements as this employer sought to do. Equally an employee cannot agree to terms less than those provided for by any applicable Enterprise Agreement.

[6] The Panel also notes the circumstances that have arisen since the employee raised concerns over his entitlements and again urges all parties to comply with their obligations under the Enterprise Agreement and by extension, the *Fair Work Act 2009*.

[7] The Panel expects that other issues identified in the proceedings will now be settled. The Panel remains available to assist the parties should this be necessary.



**Peter Parkinson**  
**Chairman**



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



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