



Chairman: Peter Parkinson
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LEWIS GIUFFRE

AND

CONCRETE PRECAST SYSTEMS (CPS)

RE: APPLICATION OF ENTERPRISE AGREEMENT

16 FEBRUARY 2022

002-2022

STATEMENT

[1] Mr. Lewis Giuffre notified a dispute on 10 February 2022 alleging that CPS had failed to pay certain entitlements and the correct classification pursuant to the applicable Enterprise Agreement.

[2] The Panel convened a Conference of the parties on 16 February 2022.

[3] The relevant applicable Enterprise Agreement is the *Trustee for CPS Unit Trust and the CFMEU (Victorian Construction and General Division) subcontractors Precast Panel Enterprise Agreement 2002-2023* (the Agreement). There is no dispute that the Agreement applies to this matter.

[4] CPS, by way of correspondence prior to the Conference, submitted that the Panel did not have jurisdiction to deal with the matter. The Chair confirmed at the Conference that the Panel held jurisdiction to deal with the matters before it.

[5] The allegations by Mr. Giuffre are as follows:

- (i) That for his period of employment with CPS he should have been classified at Level 5 and not Level 1 under the terms of the Agreement;*
- (ii) That upon termination on a Saturday he was only paid 1 hours pay and not a minimum of 4 hours as required by the Agreement;*
- (iii) That he did not receive a week's pay in lieu of notice upon termination for which no separation certificate was provided until nearly 3 months later.*

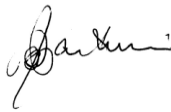
[6] In relation to issue [5](i) it is not entirely clear from the Agreement as to the relationship between the levels of classification provided for in the Agreement and the Award. The Agreement itself seems to adopt a practice which may or may not have been the intention of the parties, but there is an absence of clarity. In this regard, CPS has acknowledged that it should have applied Level 2 classification under the Agreement and not Level 1, but rejects Mr. Giuffre's claim that he should be paid at level 5. It should be noted that there is no dispute that Mr. Giuffre was required to regularly operate a 16 tonne crane. In order to better inform itself of the industry practice the Panel indicated it would enquire further in this regard and inform the parties at a subsequent Conference in an endeavor to assist the parties in resolving this aspect of the dispute and the application of the Agreement.

[7] In relation to [5](ii), CPS agreed to review its records and in the event there was any shortfall it would make good any shortfall.

[8] In relation to [5](iii), CPS state it believed a week in lieu had been paid to Mr. Giuffre but undertook to review its records and in the event there was any shortfall it would make good any shortfall.

[9] In respect to a shortfall in [7] and [8], Mr. Giuffre claimed that the failure to pay the items claimed required the waiting time penalty to be paid pursuant to the Agreement. CPS undertook to consider a response to this.

[10] The matter is adjourned for further Conference on *Thursday 24 February 2022 at 9.00 am* to be conducted by Zoom teleconference in order for the above matters to be responded to. In the event the matters are unable to be resolved in Conference, the matters may proceed to formal Hearing subsequently.



Peter Parkinson
Chairman



Tony Cordier
Panel Member



Adrian Ziccone
Panel Member



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LEWIS GIUFFRE

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CONCRETE PRECAST SYSTEMS (CPS)

RE: APPLICATION OF ENTERPRISE AGREEMENT

24 FEBRUARY 2022

002-2022

STATEMENT NO. 2

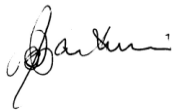
[1] Mr. Lewis Giuffre notified a dispute on 10 February 2022 alleging that CPS had failed to pay certain entitlements and the correct classification pursuant to the applicable Enterprise Agreement.

[2] The Panel convened a Conference of the parties on 16 February 2022 via Zoom teleconference and issued a Statement on 16 February 2022. This Statement is to be read in conjunction with the previous Statement. The Panel convened a further Conference via Zoom teleconference on 24 February 2022.

[3] Prior to the conference CPS had executed payment to resolve 2 of the matters in dispute. In relation to the outstanding matters, with the assistance of the Panel, the parties reached agreement, subject to the terms being incorporated in an executed standard Deed of Settlement which CPS will prepare for this purpose.

[4] Upon execution and completion of its terms either party is requested to advise the Panel, following which the Panel will close the file.

[5] For the record, the Panel notes that the processes of CPS in relation to some of the matters dealt with in these proceedings needed to be attended to which it says it has done, and for the principal parties to the Enterprise Agreement, the terms of that Agreement need improved clarity as to the intention of the parties concerning classifications and the relationship with the Award, for future reference.



Peter Parkinson
Chairman



Tony Cordier
Panel Member



Adrian Ziccone
Panel Member