

Submission No. 89
Date Received

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02 August 2007

The Secretary  
Joint Standing Committee on Migration  
P O Box 6021  
Parliament House  
CANBERRA ACT 2600

The Secretary

RE: The Parliamentary Joint Standing Committee on Migration  
Mikko Siikaluoma <http://www.aph.gov.au/hansard/joint/commttee/J10274.pdf>

We refer to your letter 20 May 2007 and enclose our response as requested.

Please acknowledge receipt.

Yours faithfully



Tim Heikkonen  
Director

Encl: Response to Joint Standing Committee on Migration



## RESPONSE TO JOINT STANDING COMMITTEE ON MIGRATION

1. The transcript a copy of which you have provided to me, refers to a statement. It seems to me that this statement was handed to the joint standing committee and reference was made to it when the Committee received evidence on 16 May 2007. So that I can respond properly to your request for submissions from our company, could you please let me have a copy of the Statement?
  
2. Mikko Sikkaluoma is not a blood relative of mine. He is a person who is a member of a family that is connected by marriage to my family. Doing the best I can, he is my mother's second cousin's second husband's nephew.
  
3. At page 86 of the Transcript, Mr Harris said:  
  
*"we have not been able to ascertain what his real salary is because the employer has no proper records of time and wages, so to speak".*  
  
I have no recollection of anyone from any Union approaching our company for details of records concerned with Mr Siikaluoma. In fact the company does have properly kept records and the company employs staff to make sure that they are maintained that way. I have spoken to Sandra Carlton, the head secretary employed in administration in the company and she says that she has no recollection of anyone from a Union approaching her for information of this kind.
  
4. It is true that an AWA was negotiated between Mr Siikaluoma and TK Building Pty Limited but it was not registered. I cannot understand why Mr Harris would say in his evidence at page 86 that:-  
  
*"That document was submitted and accepted for registration on the basis that the employer swore an Affidavit that the agreement was voluntary, it was entered into on the date that it was signed and it was accepted as a certified AWA".*  
  
It was never submitted for registration therefore it could not have been accepted for registration.
  
5. At page 87, Mr Harris told the Committee that the employer gave Mr Siikaluoma instructions "to tell the doctor that he had injured his shoulder playing golf". That apparently, was on 27 February 2006. The person in TK Building Pty Limited who was dealing with Mr Siikaluoma was me. I was in New Zealand at the time and did not return to Australia until 5 March 2006. It was on my return to Australia that I found out about this injury. I found out that Mr Siikaluoma had reported the injury to the doctor on Monday 27 February 2006 as being a work related injury.



6. A workers compensation claim was not submitted straight away because Mr Siikaluoma assured me that he was keen to get back to work as soon as possible. It was determined by the Company, in those circumstances, that the company would pay Mr Siikaluoma while he was off work and meet any medical expenses, which the Company did.
7. Because the company was meeting his wages and sick pay and because he also wanted holiday pay, neither of which were to be included in the original agreement, it was agreed to reduce his hourly rate to one which was about \$5.00 per hour less and pay that lesser rate whenever he was off. As time progressed it became apparent that he was not going to get back to work in the short term and it was on that basis that a claim was submitted for payment of his wages as a workers compensation claim.
8. I have been in touch with the Master Builders Association with respect to Mr Siikaluoma's claims concerning underpayment of wages. I have not yet received confirmation from Master Builders Association but have been dealing with Allan Foster, in Industrial & Employment Relations and I am of the understanding that he, on our Company's behalf, has been negotiating with the union of which Mr Siikaluoma is a member, and very recently an agreement has been struck. A Deed of Release has been agreed upon to finalise Mr Siikaluoma's termination pay. There are no further claims or pending actions.
9. Again at page 87 Mr Harris complained to the Committee that TK Building Pty Limited "did not notify the Immigration Department that the relationship was coming to an end". That, of course, is not true. We did notify the Immigration Department. A fax was sent to the Immigration Department on 5 September 2006 and according to my records that fax contained a Statement advising that TK Building Pty Limited had terminated the employment of Mr Siikaluoma. It also confirmed that that also terminated our sponsorship of him.
10. At page 89 Mr Harris tells the Committee about accidents involving Mr Siikaluoma which accidents occurred at work.
11. Our records show that he had an injury to his right leg in August 2005. We paid some medical bills for that injury. We have record of an accident he had while he was on a construction site, unauthorised, on 26 February 2006. That was for an injury to his left shoulder and subsequently, on 23 April 2007, our employee Sandra Carlton was advised of a back injury when she was contacted by St Vincent's Hospital. Only recently on 27 July 2007, I was informed by Sandra that there was a back injury reported in November 2005 for which four sick pay days were paid. Before July 2007 I was not aware of this injury or the time taken off. I was off work from 11 November 2005 and out of the Country from 18 November 2005 and did not return until 5 December 2005. On Tuesday 31 July 2007, I rang Phil Jeffs, a Site Forman employed by TK Building Pty Limited. He was the Foreman on the building site at the time Miiko Siikaluoma allegedly hurt his back in November 2005. I asked him whether he knew of any back injury and he said that he (Mikko Siikaluoma) had days off and when he came back he had a back brace on and he told Phil he has back problems which give him trouble now and then. There was no accident as far as Phil was concerned.



12. I know that QBE Insurance paid some workers compensation payments as a result of a settlement which was struck with Mr Siikaluoma in the Workers Compensation Commission on or about 19 February 2007. I am also aware that QBE is presently contesting a further claim for workers compensation benefits made by Mr Siikaluoma concerning the abovementioned back condition.
13. Also at page 89, Mr Harris talks about "an unbarricaded open penetration on a building site". By penetration I take it to mean a hole. I know nothing about any hole involving an accident which involved Mr Siikaluoma, barricaded or otherwise. I know that I was told that on 26 February 2006 Mr Siikaluoma suffered an injury to his left shoulder when he fell over walking through a puddle. I understand that Mr Siikaluoma on Monday 27 February 2006 ( at which time I was still in new Zealand) made a point of showing to other employees where it was that he was injured. I know of no incident which might lead anyone to the conclusion that TK Building Pty Limited was in any way negligent concerning the organisation or the supervision or otherwise of Mr Siikaluoma's work.
14. In the last paragraph at page 89, Mr Harris repeats the allegation that we did not notify the Department of the termination of the relationship with Mr Siikaluoma. As indicated we in fact did.
15. Mr Siikaluoma did arrive in the middle of 2005 and did start employment with TK Building Pty Limited within days of his arrival. He never complained to me of any back injury and in fact he used to come to my home quite often on a Wednesday evening.
16. At the end of page 90 of the Transcript Mr Harris says that he has had a lot of dealings with TK Building Pty Limited. I have no knowledge or record of any such dealings. The only dealings of which I am aware are the ones which are currently going on between the Master Builders Association and the Union where the Master Builders Association has, on my understanding, recently struck an agreement with the Union about a pay claim being made by Mr Siikaluoma

Dated Thursday 2 August 2007



Tim Heikkonen

