

**SENATE STANDING COMMITTEE ON  
EDUCATION, EMPLOYMENT AND WORKPLACE RELATIONS**

**QUESTIONS ON NOTICE  
ADDITIONAL ESTIMATES 2008-09**

**Agency**            **Office of the Australian Building and Construction Commissioner**

**DEEWR Question No. EW1149\_09**

Senator Fisher asked on 26 February 2009, EEWPR Proof Hansard page 24

**Question**

Can you provide some examples of coercion breaches from finalised proceedings that are available on your website?

**Answer**

The Office of the Australian Building and Construction Commissioner has provided the following response.

Three examples of coercion from decided matters are summarised below. A full list of all ABCC proceedings is available on our website at [www.abcc.gov.au](http://www.abcc.gov.au).

*Stuart v L.U. Simon Builders Pty Ltd*

In March 2007, L.U. Simon refused a subcontractor and his employee entry to a building site. The reason for the refusal was that the subcontractor did not have a workplace agreement with the CFMEU. The subcontractor was engaged by Axiom Designs who had a contract with L.U. Simon.

The court found that L.U. Simon had:

- discriminated against the subcontractor because his employees were not covered by a particular kind of workplace agreement;
- on three occasions refused to allow the subcontractor access to the site to perform work; and
- terminated or varied Axiom Designs' contract because the subcontractor's employees were not covered by a particular kind of workplace agreement.

On 17 February 2009, the Federal Court fined L.U. Simon \$55,000.

*Draffin v CFMEU, Allen, Benstead, Oliver and Walton Constructions*

Walton Constructions Pty Ltd was the head contractor engaged to carry out refurbishments to the Brunswick Police Station. Walton's engaged Monjon Pty Ltd to provide traffic management services at the site.

CFMEU officials Bill Oliver, Steve Allen and Gerard Benstead admitted that they intended to coerce Walton Constructions not to engage Monjon at the site because its employees were covered by a particular kind of industrial agreement. They further discriminated against Monjon and consequentially its employees by encouraging Walton Constructions to

terminate Monjon's contract. Walton's subsequently discriminated against Monjon by terminating their contract.

The court found that:

- the CFMEU and three of its officials coerced Walton Constructions not to engage a subcontractor;
- the CFMEU and its officials discriminated against the subcontractor because of its employees' workplace agreements; and
- Walton Constructions discriminated against the subcontractor by terminating its contract.

In March 2009 the Federal Court fined Walton Constructions \$50,000 and the CFMEU and its officials a total of \$24,750.

*Alfred v Primmer, CFMEU & CFMEU (NSW branch)*

In October 2006, Peter Primmer, a CFMEU Organiser contravened the coercion laws by:

- coercing a head contractor at the Kiama High School site in NSW not to use a painting subcontractor because the subcontractor was involved in a court action against the CFMEU; and
- threatening to take action against the head contractor with intent to coerce him to terminate the services of the painting contractor.

On 2 March 2009, the Federal Magistrates Court in Sydney imposed penalties of \$3,500 on Primmer and \$10,000 each on the CFMEU and CFMEU (NSW branch).