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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999*  
*Industrial Court Rules 1997*

NOTICE

The following Agreements have been certified by the Commission:-

No/s	Title	Date certified	Cancelling
CA52/00	Johnny Rockets - Certified Agreement 2000	12/5/00	
CA171/00	MPA Stanwell – Certified Agreement 1999	12/5/00	
CA172/00	Clerical Employees - Sunshine Coast Newspaper Co Pty Ltd – Certified Agreement	12/5/00	
CA187/00	St John's Cathedral Completion Project - Certified Agreement 2000	18/5/00	CA665/97
CA49/00	Vita Pacific Ltd - Certified Agreement	19/5/00	CA20/99
CA191/00	Imperial Stone Pty Ltd – Certified Agreement	22/5/00	
CA192/00	Wilson Shopfitters Pty Ltd – Certified Agreement	22/5/00	CA323/99
CA193/00	DA Manufacturing Company Pty Ltd – Certified Agreement	22/5/00	CA199/96
CA194/00	Di Pompo Constructions Pty Ltd – Certified Agreement	22/5/00	CA129/97
CA195/00	Formwell Constructions Pty Ltd – Certified Agreement	22/5/00	CA232/97
CA196/00	Flagman Nominees Pty Ltd t/a Ceramics Oztile – Certified Agreement	22/5/00	
CA181/00	QR Infrastructure Projects and Plant, Rail Rectification – Certified Agreement 2000	23/5/00	CA330/96
CA189/00	Kerry Ingredients Australia (Archerfield D.C. Site) - Certified Agreement	23/5/00	CA451/98
CA93/00	Arthur Gorrie Correctional Centre - Catering - Certified Agreement - 1999	24/5/00	CA334/96
CA94/00	Arthur Gorrie Correctional Centre - Correctional Officers - Certified Agreement 2000	24/5/00	CA499/96
CA216/00	Gracehaven Lutheran Homes Service Staff - Certified Agreement 2000	24/5/00	CA74/99
CA54/00	VP Industries - Certified Agreement 2000	25/5/00	
CA210/00	TM & RP Gray t/a Austway Cabinets - Certified Agreement	25/5/00	CA513/99

No/s	Title	Date certified	Cancelling
CA211/00	North West Commercial Industries Pty Ltd - Certified Agreement	25/5/00	CA152/97
CA212/00	Northcoast Plasterers Pty Ltd - Certified Agreement	25/5/00	CA388/95
CA213/00	Stephen Adams t/a SA & NE Adams Bricklaying - Certified Agreement	25/5/00	CA485/99
CA214/00	Match-it Holdings Pty Ltd t/a Match-it Bricklaying Co – Certified Agreement	25/5/00	CA285/95
CA169/00	Carpentaria Freemasons' Homes Nursing Employees - Certified Agreement 1999	26/5/00	

E. EWALD  
Industrial Registrar

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#### INDUSTRIAL COURT OF QUEENSLAND

*WorkCover Queensland Act 1996* – s. 509 – appeal against the decision of industrial magistrate

#### **Linda Rae Bulloch AND WorkCover Queensland (No. C52 of 1999)**

PRESIDENT HALL

25 May 2000

#### DECISION

The appellant, Linda Rae Bulloch, commenced work with the Public Trustee of Queensland in early 1996. She was employed in a general clerical position. Whilst based in the legal department, her duties included very extensive keyboard work and, in particular, typing up recorded information. In or about September 1997 the appellant began to feel a (progressively increasing) pain in the region of her right forearm and right elbow. By the end of September 1997, the pain had increased in her right forearm and had also moved into her wrist and hand. In October 1997 the appellant and her fiancé went on a five week overseas trip through Europe via Hong Kong. They were backpacking. The continued pain in her right forearm made it painful for the appellant to lift the backpacks. Her fiancé did most of the carrying but in Hong Kong they purchased wheels for the packs so the appellant could tow some of the luggage. Her arm became so sore that it was eventually put in a sling made up from a scarf. After her holiday, on or about 7 November 1997, the appellant returned to work at the Public Trustee. Her forearm was still sore and ultimately she consulted her general practitioner. The general practitioner diagnosed that she was suffering from tendonitis of the right elbow (“tennis elbow”). On 24 November 1997 she made a successful claim under the *WorkCover Queensland Act 1996* and was off work for some period of time. On her return she was moved to a clerical position in the wills department. Her work involved counter and clerical work, together with the work of retrieving and filing will documents in large compactus which had to be wound open by hand. The job also involved climbing ladders between the concertina-style shelving and reaching above shoulder height with her right arm forwards and backwards, filing and re-filing will packets. By February of 1998, she was experiencing pain in her right shoulder. She continued to work, but after a review by an occupational therapist, her duties were changed to those of a receptionist. The pain in her arm got worse. Ultimately, she had difficulty in moving her elbow and arm and had to be helped to get dressed. In May of 1998 she ceased work and did not re-commence work for some 5 months. During the interim, she consulted a number of doctors, all of whom seem to have been of the view that she suffered from adhesive capsulitis (“frozen shoulder”). The diagnosis was accepted by both parties before the Industrial Magistrate and on the appeal.

On 26 July 1998 WorkCover Queensland stopped all payment to the appellant. The appellant (unsuccessfully) sought to re-open that decision and subsequently requested the matter be referred to the Statutory Review Unit. In November of 1998 she was advised that the review officer had confirmed the decision to cease payment. By the end of the month, she had filed her appeal to the Industrial Magistrate. The Industrial Magistrate rejected that appeal on 25 March 1999. From that decision Ms Bulloch appeals to this Court.

Both before the Industrial Magistrate and this Court there has been only one issue, *viz* whether the appellant’s shoulder condition was a work-related injury. Substantially, the trial was a trial by experts. Two orthopaedic surgeons, Dr White and Dr Morgan, gave evidence there was a direct casual link between the work practices of the appellant and the onset and persistence of the discomfort in her right upper limb. They were of the view that repetitive minor trauma with the arm held in an elevated position was a probable cause of adhesive capsulitis. Each of Drs White and Morgan noticed some muscle wastage. However, Dr Morgan went a step further than Dr White attributing the muscle wastage to the immobilisation of the appellant’s arm whilst she was on holidays. On that analysis, ie minor trauma acting on an arm affected by muscle wastage, the better view would be that the injury to the shoulder was secondary to the injury to the elbow.

Dr Downes, also an orthopaedic surgeon, took quite a different view. He accepted that the appellant was an entirely honest person, and that she indeed suffered from a severe and advanced frozen shoulder which was still in the active phase. However, in the absence of trauma, Dr Downes was of the view that frozen shoulder was a spontaneous condition. In his view the activities of the appellant in filing and retrieving wills involved no more than normal movement of the arms, and could not be considered trauma capable of causing adhesive capsulitis. Dr Downes took the matter further, and gave it as his view that the appellant’s elbow injury was not an injury to the elbow at all, but simply a case of the frozen shoulder first manifesting itself as a pain in the elbow.

The Industrial Magistrate preferred the evidence of Dr Downes. It is convenient to re-produce the passage in His Worship’s reasoning which was the subject of attack on the appeal:

“In ‘Orthopaedic Knowledge Update’, John W Frymoyer, 1993 it states ‘the rotator cuff can become thickened as a result of repetitive micro trauma or, less commonly, a single isolated traumatic event. Calcium deposits may be present and inflammation can result in fibrosis and scarring. Soft tissue structural causes include [sic] bursal abnormalities, as a result of inflammation, trauma, or ageing.’

In ‘Magnetic Resonance Imaging in Orthopaedics and Sports Medicine’, Stroller, 1997, when discussing the causes of the painful shoulder impingement syndrome purpose ‘. . . mechanical wear, acute trauma, or repetitive micro trauma from overuse (this latter is especially common in athletes who use a throwing motion or work activities that emphasise over-hand motions)’.

These latter two pieces of literature refer to rotator cuff impairment.

That is not the case here, the applicant had a frozen shoulder. She initially suffered a painful forearm and elbow from work practices and was compensated for same. She then developed pain in the upper arm whilst filing Will documents.

I find the applicant was on light duties at the time which included filing the documents. There is no evidence of any trauma occurring nor any readily recognisable precipitation events as previously mentioned. She did extend her arm in a elevated position when filing the Will documents but this was normal use of her arm. Also the suggested repetitive minor trauma resulting from her filing duties was related to a right rotator cuff syndrome.

I am not satisfied that there is sufficient evidence to establish prolonged immobility of the shoulder secondary to her tennis elbow condition. There is evidence the applicant had her arm in a sling whilst in Paris during her holidays but it is not known if it was more than a few days.”.

It cannot be disputed that there is a difference between adhesive capsulitis and rotator cuff impairment. Nor may it be disputed that the academic literature which was put in before the Industrial Magistrate related to rotator cuff impairment rather than adhesive capsulitis. However, if His Worship meant to indicate that Drs White and Morgan had not taken that point – and I do not think that he did – then His Worship was simply wrong on the evidence. On any fair reading of the transcript it is apparent that Drs White and Morgan were aware of the distinction between rotator cuff impairment and adhesive capsulitis and that the literature referred to the former condition only. The point which the surgeons sought to make was that in their view what was true of rotator cuff impairment was probably true of adhesive capsulitis also. If His Worship intended to indicate that the views of experts should not be accepted unless supported by articles and referee journals, in my view His Worship took rather too narrow a view of the evidence which may be accepted from an expert, compare *X and Y (by her tutor X) v PAL and Others* (1991) 23 NSWLR 26 at 33 per Mahoney JA.

Regrettably, I differ from His Worship also on the proposition that when in the wills department the applicant was on light duties. It is certainly true that she was supposed to return to work on light duties. But unlike the subsequent move to the position of receptionist, it was not a supervised return to work. In evidence, the appellant described her work as follows:–

“It entailed – the Wills were kept in strong rooms and they have large compendiums that sliding ceiling to floor and you have to climb up ladders and get them at the top shelves and the different shelves, and you have to wind a large lever to move them along, and they’re quite old and it takes quite a bit of strength to get that going, and I tried to use my left hand as much as I could.

I was – the very first time I was up a ladder filing Will packets and at that stage I devised a method of trying to file both sides at the same time so I’d take, you know, I’d take up the box so I knew that, well, I’d have some for that side and” – presumably she says something along the lines of “some for that side” – “which is behind me as well, and I’d reach around to file like that, and that’s the very first time I felt this pain in the upper arm.”.

Each of Drs White and Morgan, being aware of the work which the appellant was performing, gave evidence that it was capable of bringing on adhesive capsulitis. It may be conceded, as is contended by Mr Rhead of Counsel for WorkCover Queensland, that the appellant was visiting her doctor and claims to have discussed with her doctor the work which she was performing in the wills department. However, it is clear from the medical certificates that the treating doctor’s attention was focussed on the elbow and the problem of lifting, because it is at heavy lifting to which the limitations in the medical certificates are directed.

As to the attack on Dr Morgan’s second point, viz that the minor trauma operated upon the muscle wastage attributable to the earlier immobilisation, there was, with respect, evidence of prolonged immobilisation. The appellant’s evidence, and on this evidence she was not cross-examined, was that her arm had been immobilised in a sling for almost the whole of her five week holiday.

This is not a case such as *Smith v WorkCover Queensland* (1999) 162 QGIG 193. It is not a case of an Industrial Magistrate preferring one expert witness to another having regard to demeanour, eg whether one witness gives considered opinions and the other is dismissive, or one of the experts has become an advocate in the box. It is a case where the Industrial Magistrate has preferred one expert to two others for cogent reasons which, on a re-hearing of the evidence, are shown not to have factual basis.

The appeal is by way of a re-hearing. It seems to me that the point has been reached which I should apply the rule in *Warren v Coombes* (1979) 142 CLR 531 and form my own view on the evidence. In the result I have formed the view that I should prefer the evidence of Drs White and Morgan to that of Dr Downes. I do that because it is preferable to accept an inherently plausible and coherent account which sources the appellant’s adhesive capsulitis in antecedent events to an explanation which denies a source in known antecedent events without nominating what the cause might have been.

It was not contended on the appeal that, if the appellant’s frozen shoulder was shown to be attributable to her work at the Public Trustee, there was any other issue about whether the injury was an injury within the meaning of the Act.

I allow the appeal. The appellant is to have her costs of and incidental to the appeal taxed in the way in which costs are taxed in the Supreme Court. Since I have not been addressed on the matter of costs before the Industrial Magistrate, I shall, out of prudence, reserve the question of those costs.

Dated this twenty-fifth day of May, 2000.

D.R. HALL, President.

*Appearances:–*  
Miss C.C. Heyworth-Smith, instructed by Maurice Blackburn Cashman,  
Solicitors, for the appellant.  
Mr G.C. Rhead instructed by WorkCover Queensland for the respondent.

Released: 25 May 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 130 – review of awards*

**Conference Following State Wage Cases B882 of 1999 and B888 of 1999 in relation to Principle 12 – Award Review (Case B1733 of 1999)**

PRESIDENT HALL,  
COMMISSIONERS EDWARDS AND BECHLY

2 May 2000

REPORT ON DECISION (as edited)

In giving a decision from the Bench on 2 May 2000, the Full Bench stated:–

“Yes, because we have had the advantage of perusing the written submissions prior to the commencement of proceedings and because the areas of disagreement are within relatively short compass, we are of the view that we can deal with the matter this morning.

The point of disagreement is whether the review process should commence with discussions amongst the members of a tripartite committee or should commence with a test case dealing with nominated Awards. In our view, both processes can be accommodated.

In the case of the matters of discriminatory provisions, formatting in plain English, obsolete and outdated provisions, obsolete and outdated Awards, we consider that there would be advantage in a tripartite committee meeting under the chairmanship of a member of the Commission, to attempt to resolve a common process to be followed in dealing with those matters in relation to any particular Award.

It must be plain that at the end of the day whatever the outcome of the discussions, in the case of any particular Award, the member of the Commission hearing the application to vary in accordance with the outcome of the discussions, would have to exercise his or her discretion as to whether the outcome was appropriate to that Award.

Those organisations who wish to be part of the tripartite process are to communicate with the Registry within three weeks of today’s date. In the event that there is disputation as to who should be a member and who should not, or in the event that the group is too large to facilitate communication the Commission will convene to resolve the difficulty in membership.

We consider also that the tripartite committee should examine the existing declarations of policy to ensure that those declarations of policy comply with the Act in its current form.

We are of the view that the tripartite committee should report in this Courtroom no later than 31 July 2000. In the interim, arrangements will be made for the Industrial Registrar’s office to liaise with DETIR to provide details about the following matters in relation to all State Awards.

1. When the Award was last varied?
2. Has the Award been varied for safety net increases?
3. Was the Award reviewed under section 150 of the *Industrial Relations Act 1990*?
4. Does the Award contain dispute resolution procedures?
5. Does the Award contain facilitative provisions?
6. Does the Award contain provisions enabling the employment of regular part-time employees?
7. Does the Award contain support provisions for training arrangements?

We leave open the date of completion of that exercise but once again would expect that it will be completed by 31 July 2000.

In relation to the more difficult matters at sections 126 and 128, such as the matter of pay equity; the matter of secure, relevant and consistent wages and employment conditions; the matter of fair standards and the context of living standards generally prevailing in the community; the sort of provisions complying with section 126(h).

We consider that it is likely that a tripartite working group would be able to reach agreement on either the process or the substance of the debate which should occur in relation to any particular Award in the review process.

We do, however, think that a tripartite working group ought to be able to agree on a group of five Awards to be the subject of the test case.

Once again, if the tripartite working group cannot agree on the five awards, the Commission will have to determine which five awards should be used. But in the interim, we consider that the tripartite working groups should once again try to reach agreement on that matter by 31 July 2000. At least one award should be from within the Public Sector.

Commissioner Edwards will reconvene the Commission within the next 10 minutes to make arrangements about the first meeting date for the tripartite working parties.

I would indicate that at least in the case of the discussions about formatting and plain English, it will be the intention of the Commission that an officer of the Registry would attend at the discussions. The reason for that is that things have moved on a little bit since the section 150 reviews. Some changes in formatting, particularly in relation to decisions, have occurred. There will be interest in making changes of format for awards, but for reasons totally unrelated to anything that the parties are likely to say, the reason for those changes have been because of the costs of preparing the Queensland Government Industrial Gazette and there are some costs factors.

We do not, at this stage, propose to deal with the matter of waiving payment of fees. I propose to consult with the Registry’s administrative officer about the likely cost of the exercise. It seems to us that the appropriate way in which to deal with the matter, if it is dealt with at all, is not by way of purporting to waive compliance with a rule in a generality of unknown cases, but by simply amending the rule relating to fees to say that it does not apply to applications filed in the case of the award review.

But a precursor to that would be a report about the likely cost. I notice that although the Crown estimated what the costs might be, they didn’t estimate on which side of the road the cost was to be borne.

We adjourn the Court’.

Dated this second day of May, 2000.

By the Commission,  
[L.S.] P. SCOTT-HOLLAND,  
Acting Industrial Registrar.

*Appearances:—*

Mr D.R. Dawes for the Queensland Council of Unions.  
Mr J. Sharpe for The Australian Workers’ Union of Employees, Queensland.  
Ms J. Jeffery for the Queensland Nurses’ Union of Employees.  
Mr L. Gillespie for the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees.  
Dr S. Winocur, with her Ms F. Bucknall for the Crown.  
Ms C. Doyle for Queensland Chamber of Commerce and Industry

Mr G. Trost for Queensland Cane Growers’ Association Union of Employers.

Ms S.J. Booth for Anti-Discrimination Commission Queensland.

Mr J. Patti for the Australian Dental Association (Queensland Branch) Union of Employers, Child Care Industry Association of Queensland, the Consulting Surveyors Industrial Organisation of Employers, the Private Hospital Association of Queensland, the Royal Queensland Bowls Association, Queensland Community Service Employers Association, a number of meat companies, a number of employers in the pathology industry and security industry.

Mr A. Rowe for the Queensland Hotels Association, Union of Employers.

Mr G. Power for the Queensland Chamber of Commerce and Industry

Limited, Industrial Organisation of Employers, the Local Government Association of Queensland (Incorporated), The Queensland Road Transport Association Industrial Association, and Australian Sugar Milling Association, Queensland, Union of Employers.  
Mr R. McPherson for Australian Industry Group, Industrial Organisation of Employers (Queensland).

Limited, Industrial Organisation of Employers.  
Mr R. Cullen for the Australian Sugar Milling Association, Queensland, Union of Employers.  
Mr K. Law for The Restaurant and Caterers Employers Association of Queensland Industrial Organisation of Employers.

Released: 30 May 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 130 – review of awards*

**Conference Following State Wage Cases B882 of 1999 and B888 of 1999 in relation to Principle 12 – Award Review (Case B1733 of 1999)**

PRESIDENT HALL,  
COMMISSIONERS EDWARDS AND BECHLY

30 May 2000

State Wage Case – Award Review – Nominations Accepted for Tripartite Committee – DETIR to co-ordinate Process and Meetings if such are not chaired by the Commission.

DECISION

We refer to our decision of 2 May 2000 from the Bench wherein the President stated:-

“ . . .

In the case of the matters of discriminatory provisions, formatting in plain English, obsolete and outdated provisions, obsolete and outdated Awards, we consider that there would be advantage in a tripartite committee meeting under the chairmanship of a member of the Commission, to attempt to resolve a common process to be followed in dealing with those matters in relation to any particular Award.

. . .

Those organisations that wish to be part of the tripartite process are to communicate with the Registry within three weeks of today’s date. In the event that there is disputation as to who should be a member and who should not, or in the event that the group is too large to facilitate communication the Commission will convene to resolve the difficulty in membership.

We consider also that the tripartite committee should examine the existing declarations of policy to ensure that those declarations of policy comply with the Act in its current form.

. . .”.

The Commission has now received nominations from a number of organisations and Commissioner Edwards chaired a conference on 23 May 2000 to receive confirmation of the nominations.

In consideration of that process we accept the nominations and the process by which a representative from the Department of Employment, Training and Industrial Relations (DETIR) will co-ordinate the process and meetings if such are not chaired by the Commission.

As indicated to the parties, Commissioner Edwards will chair a meeting of the Tripartite Committee at 9.30 am on Friday 2 June 2000.

The Commission orders accordingly.

D R HALL, President.

K.L. EDWARDS, Commissioner.

R.E. BECHLY, Commissioner.

*Appearances:-*

Mr D.R. Dawes for the Queensland Council of Unions.  
Mr M. Vining for The Australian Workers’ Union of Employees, Queensland.  
Mr L. Gillespie for the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees.  
Ms K. Inglis for the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.  
Ms J. Jeffery for the Queensland Nurses’ Union of Employees.  
Mr J. Coogan for the Federated Engine Drivers’ and Firemens’ Association of Australasia Queensland Branch, Union of Employees, and The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.  
Dr S. Winocur, with her Ms F. Bucknall for the Crown.  
Mr G. Power for the Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers.  
Mr R. McPherson for Australian Industry Group, Industrial Organisation of Employers (Queensland).

Mr G. Trost for Queensland Cane Growers’ Association Union of Employers.  
Mr J. Patti for the Australian Dental Association (Queensland Branch) Union of Employers, Child Care Industry Association of Queensland, the Consulting Surveyors Industrial Organisation of Employers, the Private Hospital Association of Queensland, the Royal Queensland Bowls Association, Queensland Community Service Employers Association, a number of meat companies, a number of employers in the pathology industry and security industry.  
Mr C. Lentini and with him Mr A. Rowe for the Queensland Hotels Association, Union of Employers.  
Mr R. Cullen for the Australian Sugar Milling Association, Queensland, Union of Employers.  
Mr K. Law for The Restaurant and Caterers Employers Association of Queensland Industrial Organisation of Employers.  
Mr R. Beer for the Local Government Association of Queensland (Inc.).  
Ms S.J. Booth for Anti-Discrimination Commission Queensland.

Released: 30 May 2000

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 278 – application for unpaid wages***Property Sales Association of Queensland, Union of Employees AND  
Altom Pty Ltd (W4 of 2000)**

COMMISSIONER BLADES

1 June 2000

Unpaid wages – “Commission only” real estate salesperson – Entitlement to long service leave – Pieceworker – Calculation of leave – Application of s. 204(3) of *Workplace Relations Act 1997* – Payment averaged over 9 months of final 12 months of employment – Annual leave – Entitlement – Application of Award – Paid at Award rates plus loading.

## DECISION

This is an application by the Property Sales Association of Queensland, Union of Employees (PSAQ) for an order that Altom Pty Ltd, which trades as Allan Thomas Real Estate or The Professionals Kirwan, pay to a former employee Jan Lee, an amount of money totalling \$13,464.85 being for wages owed for long service leave, annual leave and annual leave loading pursuant to the provisions of the **Property Sales Award Queensland – State** (the *Award*). The amount consists of \$9,530.95 for *pro-rata* long service leave, \$2,030.40 for annual leave 1997–1998 and \$1,903.50 for annual leave 1998–1999.

Ms Lee commenced work for Les Ibbotson Real Estate on 13 March, 1989. She worked continuously for that firm until it was purchased by Altom Pty Ltd in March 1993 and then continuously until she resigned on 11 June 1999 after total service of 10 years and 3 months.

It was alleged by the respondent and accepted by Ms Lee that she was employed as a “commission only” salesperson.

Mr Thomas alleged that there had been a verbal agreement made with Ms Lee and a custom and practice in his office which was inconsistent with the payment of long service leave and annual leave. His submission went so far as to suggest that she was not subject to the *Award* because she was “commission only” and her rate of commission, being rather generous, took account of such things as sick leave, annual leave, long service leave and public holidays. She also received other generous considerations, such as telephones, signs and secretary. These arrangements had been a long standing precedent in the industry and he alleged, contrary to the evidence of Ms Lee, that she was well aware of this precedent and she accepted the position of “commission only” because she knew that if an agreement otherwise was drawn up, she would lose the generous rate of commission.

The *Award*, which commenced on 1 July 1997, provides, *inter alia*:

**“1.2 Application of Award**

This Award shall apply throughout the State of Queensland to employees engaged in the listing, sale, auction, tender, purchase, leasing and/or management of real property and to their employers.”

That provision seems to me to be fairly clear in providing for its application to employees such as the applicant. Parties are not free to contract out of an award provision unless the contract provision is more favourable. The *Workplace Relations Act 1997*, being the Act in force at the relevant time, in s. 125 provided that an award has the force of law and in s. 139 that an award prevails over a contract of service to the extent of any inconsistency. The provisions make irrelevant, unless more favourable to the employee, the terms of an oral agreement and the custom and practice about long service leave which existed when the *Award* came into force.

The *Award* has a provision which allows employees and employers to opt out of certain provisions but under strict guidelines. Part C in clause 3.1 provides *inter alia*:

“This Part allows employers and employees covered by this Award to arrive at arrangements which differ from the provisions of Part B and, subject to such arrangements being registered as prescribed, to apply those arrangements in lieu of the provisions of Part B.”

Clause 3.2.2 then goes on to provide that an agreement must be in the prescribed form in Schedule 1 and be lodged for registration and approval with the PSAQ. It is accepted that was not done in this case. It is also accepted there was no written agreement.

In any event, such an agreement only permits an employee to opt out of the provisions of Part B which relates to wages, allowances, sick leave, annual leave, bereavement leave, family leave and statutory holidays. It does not allow an employee to opt out of long service leave because clause 1.5 of the *Award* provides:

**“Application of Part A**

The provisions of this Part shall have general application to all employees and their employers *irrespective* of whether other conditions of employment are covered by Parts B or C.” (Emphasis added).

Clause 1.6.7 **Long Service Leave** which is situated in Part A of the document provides:

“All employees covered by this Award shall be entitled to Long Service Leave on full pay under, subject to, and in accordance with the provisions of the *Industrial Relations Act 1990*.”

By s. 515 of the *Workplace Relations Act 1997*, the reference to the *Industrial Relations Act 1990* is taken to be a reference to that later Act.

It is thus clear that the long service leave provisions provided for in the Act are applicable to all employees and consequently include “commission only” salespeople. That position seems also to have been accepted by the parties and the President in *Trovas Holdings Pty Ltd v. Gannon* 162 QGIG 337 although the case was not about that particular point. It is also noted that there was no disagreement between the parties that a long service leave entitlement was due in *Property Sales Association of Queensland, Union of Employees v. Trovas Holdings Pty Ltd* (a long term “commission only” salesperson) 164 QGIG 128-129.

As in that case, Ms Lee’s engagement, prior to 1 July 1997 was award free. However, there was in force at all times legislation which provided for the payment of long service leave benefits. Section 19 of the *Industrial Conciliation and Arbitration Act 1961* was in force at the time of commencement of Ms Lee’s employment. From its repeal until 27 March 1997, the relevant provision was s. 253 of the *Industrial Relations Act 1990*. From 27 March 1997 until the *Award* came into force, the relevant provision was s. 196 of the *Workplace Relations Act 1997*. Such statutory entitlements cannot be abrogated by an inconsistent agreement.

Whilst, as I appreciated the submission, Mr Thomas was doubting that “commission only” salespeople were entitled to long service leave, a letter he wrote to the applicant’s Solicitors on 24 December 1999 indicated an acceptance that long service leave was payable. He attached a cheque for an amount which he indicated was “properly owing for *pro rata* Long Service Leave” and indicated an intention to defend the application for annual leave. This position would appear to be inconsistent with his stated position at the hearing.

I think it is clear that the “commission only” salesperson is entitled to long service leave.

Ms Lee’s entitlement to long service leave was also contested on the basis that she was only employed by Altom Pty Ltd for a little over 6 years. However, such a submission is in conflict with the provisions of the *Workplace Relations Act 1997* which specifically made provision for a transfer of a calling and the continuity of service in such a case as where a sale of a business had occurred. Section 197(1) of the Act provided, in clause (c):

“*continuity of an employee’s service with an employer is not broken by C*  
 ...  
 (v) *the employer’s calling is transferred from the employer to another employer; ...*”.

The question then to be decided is as to what amount is payable, that is, at what rate. The amount tendered to the applicant by Mr Thomas was \$7,435.68 as against \$9,530.95 claimed. The applicant has averaged the calculation over a period of 12 months whereas the respondent has taken figures for three years and averaged those. What is the rate to be used to calculate the payment because the *Award* provides that the payment is to be on “full pay”? Authority is given to the Commission by s. 204(3) of the Act to determine the appropriate rate in the case of a pieceworker.

I think it was accepted by the parties that the “commission only” salesperson was a pieceworker. This question was recently the subject of a decision by Commissioner Fisher in *Property Sales Association of Queensland, Union of Employees v. Trovas Holdings Pty Ltd (supra)*. The Commissioner held that “commission only” real estate salespeople, whether employed under a Part C individual flexibility agreement or not, could be considered to be pieceworkers. She made reference to statements by President Hall in *Trovas Holdings Pty Ltd v. Gannon (supra)* who dealt with the “commission only” salesperson that:

“... ‘*piecework*’ is sometimes used as the equivalent of ‘*payment by results*’. In the case of beneficial legislation, the over-riding purpose of which is to ensure that all workers receive long service leave on full pay or payment in lieu on termination, I should have thought that ‘*piecework rates*’ might have been read broadly to cover a system of payment by results.”.

The statements by the President appear to be *obiter* but even so, are still highly persuasive. The views of another Commissioner are also of persuasive authority. I am content to adopt the view that “commission only” salespeople are pieceworkers.

There have been a number of cases dealing with the calculation for long service leave for a pieceworker. In *Interpretation of Printing Trade – Telegraph Newspaper Co Ltd – Industrial Agreement (1952) 37 QIG 751* the Industrial Court of Qld said:

“*In the case of these workers, however, there is a disparity between the amounts earned by each individual employee as would naturally be expected in the case of all workers where some are less capable or quick than others. We think the employee who normally works at more than ordinary rate of speed should be entitled to have the benefit of his efficiency taken into consideration when on long service leave. We think therefore that these employees whilst on long service leave should be paid the average rate per week earned by them during a period of twelve months during ordinary working hours leaving out of consideration all amounts collected as penalty rates or for working overtime.*”.

That case was followed in *An Interpretation under Meat Export Award – State 42 QIG 1154* where a period of 12 months was accepted to calculate the average earning rate for contract slaughtermen for long service leave payments. In *Mount Morgan Limited Award – Gold and Metalliferous Mining (1963) 54 QGIG 227* Harvey C’s ruling that the worker was entitled to *pro rata* long service leave calculated at the rate of average earnings over the previous 12 months was upheld.

The cases referred to dealt with “pieceworkers” engaged on a remunerative basis somewhat different to that of a “commission only” real estate agent. Remuneration for “commission only” employees could fluctuate enormously depending on the volume of sales, the value of the property sold and the rate of remuneration associated with a sale. There may be only a few sales over a 12 month period. What may be appropriate for one “commission only” salesperson may not be appropriate for another. It would seem that each case should be dealt with on its own facts and circumstances and that the cases cited are instructive but not binding and should have a guidance value only. President Hall, in *Trovas Holdings Pty Ltd* stated that the authorities replied upon (i.e. those cited above) “do not establish that the formula contended for (i.e. averaging over 12 months) is implicit in the Act”.

Mr Thomas has complained that the commission earned by Ms Lee over the final 12 months period was an inflated figure due to the number of additional properties given to her to sell which gave her an added \$8,595. It can be inferred from the evidence that Mr Thomas was unaware of any entitlement to long service leave. He alleges that Ms Lee had told other employees that she intended to remain in the employment until her long service leave was due. Ms Lee denied she was aware of her right to long service leave until she spoke with Mr Gannon of the PSAQ. There is no evidence as to when this latter conversation was had. I can readily imagine however that the commission earned over the final period could well have an inflated effect due to a desire to wrap up all outstanding (or as many outstanding) matters as could be done before finalisation of the employment. The only figures produced in evidence was a schedule of the fees paid to Ms Lee over the final 12 months from May 1998 to end of April 1999. That document shows the following:

May, June, July 1998	\$12,954.09
August, September, October, 1998	\$12,793.22
November, December, 1998 January 1999	\$11,979.30
February, March, April, 1999	\$18,497.16

Those figures show a disproportionately high income for the final three months of employment. It would seem to me to be fairer to ignore the apparently inflated figures for February, March and April, 1999 and average the figures from May, 1998 to January, 1999. Those calculations give me a final figure of \$8,527.10 to be paid for long service leave for 8.815 weeks at \$967.34 per week.

With regard to the claim for the annual leave payment, there was a submission made that there has been an agreement in recent weeks between PSAQ and the employer association that “commission only” salespeople will have no entitlements to annual leave and Mr Thomas appeared to rely on that supposed agreement. The agreement, if there is one, may have come about because s. 11 of the *Industrial Relations Act 1999* (which commenced 1.7.99) relating to annual leave, provides that the section does not apply to casuals or pieceworkers. That Act has no application in this case and it had no

application to the employment of Ms Lee who resigned on 11 June 1999. Accordingly, the position as to annual leave is governed solely by the provisions of the Award. There was no reference to annual leave in the Workplace Relations Act 1997.

In clause 2.1 of the Award, Application of Part B it is provided:

“This Part shall apply to all employees other than those whose employment conditions are covered by an Agreement registered in accordance with the provisions of Part C of this Award.”.

It will be remembered that there was no agreement registered in accordance with Part C. The “annual leave” provision is to be found in Part B and clause 2.4.2 provides, in part:

- “(a) Every full-time employee, at the end of each year of employment shall be entitled to a period of four (4) weeks, . . . annual holiday on full pay. . . .
(b) Payment for Annual Leave shall be:-
(i) at the employee’s relevant Award rate plus a further 172%; or
(ii) he employee’s actual rate of pay exclusive of any commission earnings; whichever is the higher.”.

There can be no doubt that Ms Lee was a “full-time” employee for the purposes of Part B of the Award and there was no suggestion to the contrary. There is therefore clearly an entitlement to annual leave. This however did not commence to accrue until 1.7.97 (vide clause 2.4.5 of the Award).

The application seeks the payment of amounts based on an “award rate” of \$432.00 per week plus loading. It is not contested that \$432.00 is the award rate. There is no “actual rate of pay exclusive of any commission” so that it is appropriate to base the payment upon the award rate. The calculations themselves do not appear to be contested.

Accordingly, the respondent company Altom Pty Ltd should pay to the applicant the sum of \$8,527.10 for long service leave and \$3,933.90 for annual leave from 1.7.97 to 11.6.99 with annual leave loading, a total of \$12,461.00. It is acknowledged that of this amount, a sum of \$7,435.68 gross has already been paid to the applicant’s Solicitors.

Consequently, I order that the respondent company pay to the applicant the balance of \$5,025.32 which I find to be payable and unpaid. The funds held by the applicant’s Solicitors should be dispersed in accordance with Ms Lee’s direction.

B.J. BLADES, Commissioner.

Appearances:-
Mr L. Nicholson, for the Property Sales Association of Queensland, Union of Employees.
Mr A. Thomas, for Altom Pty. Ltd.

Released: 1 June 2000

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QUEENSLAND INDUSTRIAL REGISTRAR

Industrial Relations Act 1999 – s. 482 – arrangement for conduct of elections

Queensland Teachers Union of Employees (No. Q16 of 2000)

ACTING REGISTRAR SCOTT-HOLLAND

25 May 2000

Request for Conduct of Elections – Prescribed Information – Method of Elections – Electoral Commission to Conduct Elections.

DECISION

On 15 Mayh 2000, the Queensland Teachers Union of Employees lodged in the Registry under s. 481 of the Industrial Relations Act 1999, the information prescribed in s. 53 of the Industrial Organisations Regulation 1997, in relation to the conduct of elections by the Electoral Commission of Queensland for the following positions of office:

Table with 3 columns: Office, Number of Positions, Method of Election. Rows include State Council Representative of a Branch (Direct vote by Members of Branch), Executive Member (Collegiate vote by Members of the State Council), and TAFE Council Representative (Direct vote by Members of a TAFE Branch).

Timing of Elections

The Rules prescribe that nominations shall be called by advertisement in the “Queensland Teachers’ Journal” with the closing date of nominations no earlier than twenty-one days after the date upon which such notice first appears in the Journal. I am advised that the next Journal is to be printed on 15 June 2000. However, the Rules have no clear date for the opening of nominations for election to assist in determining the “prescribed date” as referred to in s. 53(4) of the Industrial Organisations Regulation 1997. Accordingly, a date is not definable. Notwithstanding, I have exercised my discretion under s. 481(2) of the Industrial Relations Act 1999 and extended the prescribed time for filing of such information to 15 May 2000.

Reason for Election

The Organisation advises that the above vacancies exist.

**Methods of Election**

I am satisfied that the methods of election is as stated above.

**Conduct of Elections**

I have considered the request, the Act and Rules and I find that the elections being sought are for positions of office within the meaning of the Act and required to be held under the Rules of the Industrial Organisation.

Therefore, under s. 482 of the *Industrial Relations Act 1999*, I am making arrangements for the elections of the above named positions to be conducted by the Electoral Commission of Queensland.

Dated this twenty-fifth day of May, 2000.

P. SCOTT-HOLLAND,  
Acting Industrial Registrar.

Released: 25 May 2000

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QUEENSLAND INDUSTRIAL REGISTRAR

*Industrial Relations Act 1999* s. 482 – arrangement for conduct of elections

**Queensland Real Estate Industrial Organisation of Employers (No. Q18 of 1999)**

ACTING REGISTRAR SCOTT-HOLLAND

29 May 2000

Conduct of Election – Prescribed Information – Exercise of Discretion – Late Filing Allowed – Timing of Election – Direct Voting System – Electoral Commission to Conduct Election.

DECISION

On 24 May the Queensland Real Estate Industrial Organisation of Employers lodged with my Office under section 481 of the *Industrial Relations Act 1999*, the information as prescribed in section 53(1) of the *Industrial Organisations Regulation 1997* in relation to its request for the conduct of an election by the Electoral Commission of Queensland for the following Offices:

OFFICE	Number of Positions
President.....	1
Vice President.....	1
Secretary/Treasurer.....	1
Other Committee Members .....	3
Trustees.....	2
Immediate Past President .....	1

**Timing of Election**

Rule 12 of the Industrial Organisation’s Rules prescribes that “The officers and Committee of Management of the Association shall be elected annually . . .”. The Annual General Meeting is to be held between 1 September and 31 December. Nominations for election are called “Not later than twenty-eight days prior to the Annual General Meeting” with nominations to close “not later than twenty-one days prior to the Annual General Meeting”.

No clear opening of nominations date is prescribed by the Rules to assist in determining the prescribed date for the filing of prescribed information and, after reading all rules, a date is not definable by me. Therefore under the Rules there is no way for determining under section 53(4) 2 months before the first day on which a person may, under the rules of the industrial organisation or branch, become a candidate in an election.

Taking into account the indefinable time frames for the calling of nominations, the receipt of nominations by the Returning Officer and the holding of the next Annual General Meeting and, for the purpose of lodgment of the prescribed information (i.e. 2 months prior to the earliest date that a person can become a candidate), I cannot find that the prescribed information was filed inside the time frame prescribed by the Act. Notwithstanding I am prepared to exercise my discretion and extend the prescribed time for filing of such information to 24 May 2000.

**Reasons for Elections**

All of the above positions fall vacant because of the expiration of terms of office and I am satisfied that an election be held for such offices.

**Method of Election**

I am satisfied that the method of election is by a direct vote by secret postal ballot.

**Conduct of Election**

I have considered the request, the Act and Rules and I am satisfied under section 482 that an election is required to be held under the rules for the above Offices.

Therefore, under section 482 of the *Industrial Relations Act 1999*, I am making arrangements for the conduct of the election by the Electoral Commission of Queensland.

Dated this twenty-ninth day of May, 2000.

P. SCOTT-HOLLAND,  
Industrial Registrar.

Released: 29 May 2000

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QUEENSLAND INDUSTRIAL REGISTRAR

*Industrial Relations Act 1999* -s. 482 – arrangement for conduct of elections

The Queensland Chamber of Fruit and Vegetable Industries Co-operative (Union of Employers) Limited  
(No. Q17 of 2000)

ACTING REGISTRAR SCOTT-HOLLAND

29 May 2000

Conduct of Election – Prescribed Information – Timing of Election – Exercise of Discretion – Late Filing Allowed – Reasons for Election – Method of Election – Conduct of Election – Electoral Commission to Conduct Election.

DECISION

On 18 May 2000, The Queensland Chamber of Fruit and Vegetable Industries Co-operative (Union of Employers) Limited lodged with my Office under section 481(1) of the *Industrial Relations Act 1999*, the information as prescribed in section 53(1) of the *Industrial Organisations Regulation 1997* in relation to the conduct of an election by the Electoral Commission of Queensland for the following positions of office:-

<i>Office</i>	<i>Number of Positions</i>
President	1
Vice-President	1
Treasurer	1
Secretary	1
Other Members of Executive	7

*Reason for Election*

Rule 28 prescribes that the Officers be elected annually and declared at the Annual General Meeting.

The Annual General Meeting is set for 17 October 2000.

*Timing of Election*

No clear opening of nominations for election date is prescribed by the Rules of the Industrial Organisation to assist in determining the prescribed date for the filing of prescribed information and, after reading the rules, a date is not definable by me.

The calling of nominations by the Returning Officer is to occur under Rule 44(d) “during the month of July, or August in each year”, by a notice “stating the date (being not less than seven (7)days later than the date of the Notice and the date of posting-up thereof) on which the nominations . . . shall close . . .”.

Under the Rules there is no way for determining under section 53(4) of the *Industrial Organisations Regulation 1997*, “2 months before the first day on which a person may, under the rules of the industrial organisation or branch, become a candidate in an election”.

Therefore, taking into account the indefinable time frame for this election for the purpose of lodgment of the prescribed information (i.e. 2 months prior to the calling of nominations), I find I cannot determine that the prescribed information was filed within the time frame prescribed by the Act.

Notwithstanding that, I am prepared to exercise my discretion and extend the prescribed time for filing of such information to 18 May 2000.

*Method of Election*

I am satisfied that the method of election is by way of a direct vote of Shareholder Members by way of secret postal ballot.

*Conduct of Election*

I have considered the Application, the Act and Rules, and I am satisfied under section 482 that an election is required to be held under the Rules for the above Offices.

Therefore, under section 482 of *Industrial Relations Act 1999*, I am making arrangements for the conduct of the election by the Electoral Commission of Queensland.

Dated this twenty-ninth day of May, 2000.

P. SCOTT-HOLLAND,  
Acting Industrial Registrar.

Released: 29 May 2000

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1997* – s. 127 – application to amend award  
*Industrial Relations Act 1999* – s. 125 – application to amend award

**The Australian Workers' Union of Employees, Queensland (B418 of 1998) AND the  
 Bureau of Sugar Experiment Stations (B958 of 1999)**

**SUGAR EXPERIMENT STATIONS BOARD FIELD SECTOR EMPLOYEES' AWARD – STATE**

COMMISSIONERS EDWARDS, BECHLY AND SWAN

10 May 2000

## AMENDMENT

THESE matters coming on for hearing before the Commission at Brisbane on 23 October 1998, 22 April, 10 May, 6 and 9 September 1999, this Commission doth order that the Award be amended as follows as from the first day of September, 1997:–

1. By deleting from provision (f) of subclause (2) of clause 3.3 (Wages) the figure “40” and inserting the figure “38” in lieu thereof.
2. By deleting clauses 4.1 (Hours) and 4.2 (Overtime) and inserting the following in lieu thereof:–

## “4.1 Hours

- (1)(a) The ordinary working hours by employees shall not exceed 12 hours per day within any 12 consecutive hours per day, as agreed between the employer and the employee, and may be agreed to be worked on the basis of –

- 38 hours over a maximum of any 5 days out of 7 consecutive days;
- 76 hours over a maximum of any 10 days out of 14 consecutive days;
- 152 hours over a maximum of any 20 days out of 28 consecutive days.

Changes to the original agreed basis of the ordinary working hours may be further changed by a further agreement between the employer and the employee.

- (b) *Rostered Days Off* –

Rostered days off shall be as follows –

- (i) Employees working on the basis of 38 hours per 7 consecutive day period, shall be entitled to a minimum period of 2 days off in the 7 day consecutive day period and where practicable, such days off shall be consecutive and taken at a time as mutually agreed between the employer and the employee;
- (ii) Employees working on the basis of 76 hours per 14 consecutive day period, shall be entitled to a minimum period of 4 days off in the 14 day consecutive day period and where practicable, at least 2 such days off shall be consecutive and taken at a time as mutually agreed between the employer and the employee;
- (iii) Employee/s working on the basis of 152 hours per 28 consecutive day period, shall be entitled to a minimum of 8 days off in the 28 consecutive day period, and where practicable at least 4 such days shall be consecutive. Days off shall be taken at times mutually agreed between the employer and the employee.

- (c) *Ordinary Time – Saturday/Sunday* –

All ordinary time worked on Saturdays and Sundays shall be paid for at the rate of time and a-half.

- (d) *Continuous Crushing Rosters* –

Where sugar mills operate on a continuous crushing mode and as a consequence it is necessary to ensure agricultural and harvesting operations over seven days a week, employees engaged in such mill areas in driving cane harvesters or tractors hauling cane, or in fieldwork, shall work in accordance with a roster as mutually agreed upon between the employers, and The Australian Workers' Union of Employees, Queensland, or, as may be approved by the Queensland Industrial Relations Commission.

- (e) *Shift Work* –

- (i) Shift work up to two shifts per day may be worked by agreement between the Bureau of Sugar Experiment Stations the relevant employees/s and The Australian Workers' Union of Employees, Queensland or as provided by the Queensland Industrial Relations Commission:

Provided that a minimum period of shift work of four weeks is in operation and employees are worked on a roster which allows rotation through the respective shift.

- (ii) The monetary shift allowance declared from time to time by the Queensland Industrial Relations Commission shall be paid to employees engaged on shift work.

## 4.2 Overtime

- (1) All authorised time worked in excess of or outside of the ordinary working hours shall be regarded as overtime and except as may be provided in subclause (5) hereof, shall be paid for as wages.

(2) All overtime on any one day, except as hereinafter provided in subclause (5) hereof shall be paid for at one and a-half times the ordinary rate for the first three hours and double time thereafter.

(3) Work in Excess of Ordinary Time Saturday/Sunday –

Authorised overtime performed by an employee working ordinary time on Saturday or Sunday shall be paid for at the rate of double time.

(4) Work on Rostered Days Off

For work performed on the agreed rostered days off, employees shall be paid as follows:–

(a) For employees working on the basis of 38 hours per 7 consecutive day period:

- (i) on the first day of the two days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;
- (ii) on the second day of the 2 days off, at the rate of double time, with a minimum of two hours work or payment therefor.

(b) For employees working on the basis of 76 hours per 14 consecutive day period:

- (i) on the first 2 days of the two days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;
- (ii) on the second 2 days of the 4 days off, at the rate of double time, with a minimum of two hours work or payment therefor.

(c) For employees working on the basis of 152 hours per 28 consecutive day period:

- (i) on the first 4 days of the eight days off, at the rate of time and a-half for the first three hours and double time thereafter, with a minimum of two hours work or payment therefor;
- (ii) on the second 4 days of the eighth days off, at the rate of double time, with a minimum of two hours work or payment therefor.”.

Dated this tenth day of May, 2000.

By the Commission,  
[L.S.] P. SCOTT-HOLLAND,  
Acting Industrial Registrar.

Operative Date: 1 September 1997  
Amendment – 38 hour week  
Released: 24 May 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – application to amend award

**Queensland Branch of the Australian Theatrical and Amusement Union of Employees AND  
Queensland Confederation of Industry Limited, Union of Employers and Another (No. R125-2 of 1989)**

**THEATRICAL EMPLOYEES’ AWARD – STATE**

COMMISSIONER EDWARDS

29 May 2000

AMENDMENT  
(Correction of Error)

Whereas an error occurred in the amendment of the abovementioned Award as published in the *Queensland Government Industrial Gazette* of 16 March 1991, Vol. 136, No. 13, pages 471-475, and continued in the New Award as published in the *Queensland Government Industrial Gazette* of 8 December 1995, Vol. 150, No. 20, pages 1539-1556, this Commission doth order that the following correction be made and to be effective from 5 February 1991:–

By deleting subclause (3)(b) of Section B, “Continuous Picture Shows and Picture Shows Regularly Screening Twice Daily” of the Schedule and inserting the following in lieu thereof:–

“(b) *Casual Employees* – Time and a-half for all time worked outside of or in excess of the hours prescribed for weekly employees of the same classification:”.

Dated this twenty-ninth day of May, 2000.

By the Commission,  
[L.S.] P. SCOTT-HOLLAND,  
Acting Industrial Registrar.

Operative Date: 5 February 1991  
Amendment – C.O.E.  
Released: 29 May 2000

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999*

**NURSES' AGED CARE INTERIM AWARD – STATE**

**(Gazette, 11th August, 1994)**

(Correction of Error)

Whereas an error occurred in the correction of error as published in the *Queensland Government Industrial Gazette* of 29 October 1999, Vol. 162, No. 10, page 255, the following correction is made:–

By inserting the following into item 2:–

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u> (as from the commencement of the first pay period after 1.9.97)	<u>Column 4</u> (as from 1.9.98)
9 (8)(b)	\$ 6.00	\$ 6.13	\$ 6.32".

Dated this twenty-second day of May, 2000.

P. SCOTT-HOLLAND,  
Acting Industrial Registrar.