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No. 2

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999
Industrial Relations (Tribunals) Rules 2000

NOTICE

The following Agreements have been certified by the Commission:-

No/s	Title	Date certified	Cancelling
CA344/01	Corps of Commissionaires (Queensland) Limited – Certified Agreement 2001	13/8/01	
CA364/01	St Vincent's Community Services Support Employees – Certified Agreement 2001	28/8/01	
CA371/01	Good Shepherd Home - Certified Agreement	29/8/01	CA28/99
CA372/01	Moduline (Queensland) Pty. Ltd. - Certified Agreement	31/8/01	CA382/95
CA373/01	Darren Salter t/a DG & MJ Salter - Certified Agreement	31/8/01	
CA374/01	Rod Crossley Painters Pty Ltd t/a Applikote - Certified Agreement	31/8/01	CA231/97
CA375/01	APS Contracting Pty Ltd t/a Amalgamated Painting Service	31/8/01	
CA376/01	Total Concept Fixing Pty Ltd - Certified Agreement	31/8/01	
CA377/01	Mewcastle Pty Ltd - Certified Agreement	31/8/01	CA96/96
CA378/01	All State Interiors Pty Ltd - Certified Agreement	31/8/01	CA473/99
CA379/01	Alliance Shop & Office Fitters Pty Ltd - Certified Agreement	31/8/01	CA247/94
CA381/01	Rocky Point Mill Enterprise Bargaining - Certified Agreement Number 4	31/8/01	CA276/98
CA382/01	2001 Bundaberg Regional Mills (Bingera, Fairymead and Millaquin) and Bundaberg Refinery Enterprise Bargaining - Certified Agreement No. 5	31/8/01	CA96/99
CA380/01	Stanwell Corporation Limited Corporation Offices - Certified Agreement 2001	4/9/01	CA500/96
CA397/01	Golden Cockerel Pty Ltd & AMIEU- Certified Agreement 2001	4/9/01	CA104/00

The following Agreement has been amended by the Commission:-

Date amended

CA409/99 Australian Building Services Association - Queensland Division -
Certified Agreement 1999

30/8/01

E. EWALD
Industrial Registrar

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INDUSTRIAL COURT OF QUEENSLAND

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

WorkCover Queensland AND Damian Charles Ward (No. C32 of 2001)

PRESIDENT HALL

5 September 2001

DECISION

In June of 1998 in the course of his employment with Simon Docker trading as Safe and Sound Roller Shutters the respondent suffered an injury to his ankle. He made a claim under the *WorkCover Queensland Act 1996*. The claim was accepted. He was assessed by a medical tribunal some time prior to 24 August 1999. It was the assessment of the medical tribunal that the respondent had sustained a permanent partial disability to his ankle. The claim was finalised. About three months later, on 22 November 1999, whilst self-employed, the respondent suffered a further injury, viz a cut finger and a severed tendon. The injury was sustained whilst the respondent was working on a ladder. The (weakened) ankle which had suffered the earlier injury gave way. In an effort to save himself from falling, the respondent reached out to the piece of the garage which he was erecting. In doing so he cut his right middle finger on a sharp steel edge.

The contentious issue, both before the Industrial Magistrate and on the appeal, is whether the respondent falls within s. 265(3). That issue is, of course, of great importance. Only such a person may be issued with a Damages Certificate and only a person who has been given a Damages Certificate may seek damages for an injury. Section 265(3) provides:-

“265(3) WorkCover may only, and must, give the certificate if –

- (a) WorkCover decides that the person was a worker when the injury was sustained; and
- (b) WorkCover decides that the worker sustained an injury; and
- (c) the worker’s degree of permanent impairment has been assessed in the way mentioned for the injury under Chapter 3, Part 9, Division 2.”
(emphasis added)

If s. 265(3) stood alone the respondent would have no entitlement to a Damages Certificate. It is common ground that at the time of the injury to his finger the respondent was not a “worker”.

The contention of the respondent is that s. 265(3) does not stand alone. In particular, it is put that s. 265(3) must be read with the definition of “injury” at s. 34. The submission is that that definition (relevantly) provides:

“An ‘injury’ is a personal injury arising out of, or in the course of, employment if the employment is a significant contributing factor to the injury.”.

It is then submitted that because the fall which caused the injury of 22 November 1999 was caused by the weakened ankle which was the result of the injury in the course of the respondent’s employment with Simon Docker, the injury of 22 November 1999 might properly be said to be an injury sustained when the respondent was a worker. Great reliance is placed upon the decision in *Lackey v WorkCover Queensland* (2000) 165 QGIG 22. In my view the decision in *Lackey v WorkCover Queensland*, *ibid*, is readily distinguishable.

Ms Lackey injured her leg on 17 December 1996 when she bent down to pick up inserts under a table, lost her footing on a rubber mat and hit her left thigh on a steel table leg. The incident caused an area of bruising on the lateral side of her mid-thigh which became very painful. She claimed benefits under the *Workers Compensation Act 1990*. The claim was allowed. Ms Lackey was paid benefits over the period 24 December 1996 to 4 November 1997. Some short time after the injury to her leg, but certainly not contemporaneously with it, Ms Lackey developed a psychological condition. It was common ground that assessed on the AMA Guide to Impairment, Ms Lackey had an impairment which was an injury for the purposes of the *WorkCover Queensland Act 1996* (in all of its various forms). The issue was whether Ms Lackey fell outside the definition of “injury” at s. 34 because there was no temporal connection between the onset of the psychological disorder and her employment. That argument was rejected. In the course of rejecting the submission (at 22) I observed:-

“It is contended by Mr Newton that the Industrial Magistrate was led into error by the evidence of Dr Larder. It was the assertion of Dr Larder that an injury which had no temporal connection with the employment could not be said to arise out of the employment. The assertion is plainly wrong. Both in the United Kingdom and in Australia early legislation in the nature of Workers’ Compensation legislation required that the injury ‘arise out of and in the course of’ the employment. The history of the substitution of ‘or’ is outlined by Sykes and Yerbury, *Labour Law in Australia*, volume 1, second edition, 1980 at para 1319 whereat the learned authors described the change as ‘revolutionary’. With respect to Dr Larder to insist upon a temporal as well as a causal nexus with the employment is to revert to the old formula. I accept Mr Newton’s submission that the test posited by the words ‘arising out of’ is wider than that posited by the words ‘caused by’ and that the former phrase, although it involves some causal or consequential relationship between the employment and injury, does not require the direct or proximate relationship which would be necessary if the phrase used were ‘caused by’, compare *State Government Insurance Commission v. Stevens Brothers Pty Ltd* (1984) 154 CLR 552 at 555 and 559 and *Dickinson v. The Motor Vehicle Insurance Trust* (1987) 163 CLR 500 at 505. In any event, all of the factors pointed to in the evidence, the pain, the physical disability, the alterations to the appellant’s family life, the absence of the opportunity to go to work and to socialise at work, the feeling of being left high and dry by the doctors by lack of diagnosis and treatment and the treatment metered out to her by WorkCover, are immediate consequences of either the physical injury to her leg itself or financial consequences flowing from that physical injury. I rather think the stressors could be said to be ‘caused by’ the injury to the appellant’s leg and certainly ‘arose out of’ the injury to her leg.”.

This case is entirely different. The injury to the respondent's finger was not the immediate consequence of the injury to his ankle. The injury to the finger did not flow inexorably without the intervention of another event from what had happened to the ankle. Whilst *Lackey v WorkCover Queensland, op cit*, fits comfortably within the conceptual framework of s. 33 as, on the most adverse view to Ms Lackey, two injuries flowed from one event, this case involves two events from each of which an injury flowed.

In all the circumstances the appeal should be allowed.

The appellant relied also on *Turton v Workers Compensation Board of Queensland (1998) 158 QGIG 561*. Once again, it seems to me that that case is distinguishable. It is a case in which a back injury was assessed and a payment made. Because of continuing problems with his back, Mr Turton sought to re-open the matter of his assessment. It was held that the *Workers Compensation Act 1990* did not authorise the re-opening of the assessment of a lump sum payment after the payment had been made and accepted. Here, the respondent did not seek to re-open the assessment of the permanent disability to his ankle. On the contrary, he sought to rely upon it.

I allow the appeal. I set aside the decision of the Industrial Magistrate. In lieu thereof, I order that the respondent's claim for a Damages Certificate be dismissed.

I reserve the question of costs. If there is an issue, to avoid unnecessary expense, my Associate will make arrangements for the exchange of written submissions.

Dated this fifth day of September, 2001.

D.R. HALL, President.

Appearances:-

Mr R.M. Stenson and with him Ms C.C. Heyworth-Smith instructed by Maurice Blackburn and Cashman, Solicitors, for the respondent.

Released: 5 September 2001

Mr P. Major instructed by WorkCover Queensland for the appellant.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – application to certify agreement

**Corps of Commissionaires (Queensland) Limited AND
Employees employed as Commissionaires (No. CA344 of 2001)**

COMMISSIONER FISHER

30 August 2001

Application to certify agreement – Section 160(2) does not apply – Any reduction would not be against the public interest – QWAs – Certified Agreement conditions – Agreement approved – To be relisted for review in twelve months.

DECISION

On 13 August 2001, the Commission as currently constituted certified the Corps of Commissionaires (Queensland) Limited – Certified Agreement. In certifying the Agreement and in accordance with s. 160(4) of the *Industrial Relations Act 1999* (the Act), the Commission decided that s. 160(2) of the Act did not apply because in considering the context of the employment conditions as a whole, any reduction in the employees' entitlements would not be against the public interest. This decision expands on my reasons for making that finding.

In correspondence regarding the Agreement sent by the Commandant/CEO of the organisation, Mr J. Sanders, to the Industrial Registrar, the following information was provided about the Corps of Commissionaires:

“The Corps of Commissionaires operates as a “not for profit” organisation dedicated to providing support to ex-servicemen and women.

Our main function is to assist our Commissionaires to obtain employment. We seek to do so by obtaining contract work.

Commissionaires are disadvantaged in several ways:-

- The average age is 45 years.
- Many of them have either physical or emotional disability or both, which either limits the nature of the work they can do, or the amount of such work.
- Many have difficulty in marketing themselves directly to industry and commerce, hence our role in employing them on our payroll. They are proud of their Service History, and loathe to become dole recipients.

We also perform a welfare role to the extent that our funds allow.

The Corps receives no government funding of any kind, but relies on our contract work to keep going.”, and;

“The resultant pattern of assignments is one of very short jobs, usually mid week, and at short notice.”.

Until the Agreement was certified, members of the Corps had their employment regulated by Queensland Workplace Agreements (QWAs). It is apparent from material tendered during the hearing for the approval of the Agreement, that the Corps had updated the QWAs from time to time to ensure that rates and conditions were maintained.

The decision was made to move to a certified agreement in place of individual QWAs mainly for administrative purposes. A certified agreement would ensure all existing and future employees were covered by an industrial instrument and would avoid the need to continually file QWAs for new employees or to update the list of employees who were parties to QWAs. In addition, a certified agreement would make the terms and conditions of employment for members of the Corps more transparent.

On the material before the Commission, I was satisfied that the procedures set out by s. 156 of the Act were followed in making the Agreement. The Commission was also satisfied that a valid majority of employees approved the Agreement.

The matter which required careful consideration was whether the Agreement met the no disadvantage test or whether, in the context of the employment conditions as a whole, any reduction in entitlements would not be contrary to the public interest. The issues which required consideration were weekend rates and the hours of work clause. In considering the no disadvantage test, the provisions of the parent Award, the Security Industry (Contractors) Award – State needed to be examined. The Agreement provides that the Award applies except where modified or amended by the Agreement. Other than the weekend rates and hours of work, the conditions of the Agreement were comparable to the Award.

The Agreement provides for a 40 hour week whereas the Award provides for 38 hours. Mr McCrystal, who appeared for the applicant, submitted that the average working week for an employee is 35 hours per week Monday to Friday. Sunday work is a rarity. It is important to note that clause 5 – Nature of Employment of the Agreement provides that:

“The Commissionaire is an employee of the Corps only when undertaking an assignment for a client of the Corps and also on the payroll of the Corps for that assignment.

Employment by the Corps starts when the Commissionaire commences an assignment and ceases on the expiration of the assignment . . .”.

The hourly rate for day work for a Commissionaire exceeds the comparable award rate by approximately 20 cents per hour. The night rates in the Agreement and the Award are the same. The Award provides more advantageous rates for Saturday and Sunday work than the Agreement. As mentioned earlier, weekend work for Commissionaires is infrequent. The Agreement provides that the rates of pay will be increased in line with movements in the award rates and/or general rulings.

Having compared the relevant award and agreement provisions it is apparent that the Agreement advantages employees over the Award in respect of day rates. The Agreement disadvantages employees in terms of the hours of work clause and weekend rates. Whether any disadvantage regarding weekend rates occurs is dependent on whether a Commissionaire is engaged to work on a Saturday or Sunday. At present that is not a common occurrence. Any Commissionaire who works on a weekend would be disadvantaged compared to the Award and that is not to be ignored.

The hours of work clause would seem to be more of an “on paper” disadvantage than a real one, given the hours usually worked by Commissionaires.

The Corps provides work for ex service personnel many of whom have a disability. Infirm worker rates were not sought for employees as they perceive themselves as having limitations but not infirmities. Because of these factors, the Corps needs to be competitive with providers of able bodied workers to ensure work is obtained for their employees.

In accordance with s. 154 of the Act, the Registrar placed a notice in the Registry with the information required. In addition, the Registry notified the ALHMWU, the Union party to the Award, that the application to certify the Agreement had been made and it was entitled to be heard. Despite these notices the Union did not seek to be heard nor did any employer party to the Award seek to intervene (assuming intervention is permissible). The Commission can only conclude that the award parties were not concerned about the making of the Agreement, its effect on employee conditions or like providers.

In light of the nature of the organisation which is the employer, the situation of the employees and the nature of the work performed, the Commission concluded that any reduction in the employees entitlements would not be against the public interest. The other requirements of the Act being satisfied, the Commission certified the Agreement operative from 13 August 2001.

Because the Agreement has a life of three years and in light of the finding made regarding the public interest the Commission decided to relist this matter in twelve months time to review the operation and effect of the Agreement on employees.

Order accordingly.

G.K. FISHER, Commissioner.

Appearances:-

Mr P. McCrystal for the Corps of Commissionaires (Queensland) Limited.

Released: 30 August 2001

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 276 – power to amend or void contracts

Jeff Davis trading as Woodview Transport AND Toll North Pty Ltd (No. B575 of 2001)

COMMISSIONER SWAN

31 August 2001

Application to amend or void contract – Preliminary issue raised by respondent – Definition of “unfair contract” – Unfair conduct – Significant body of case law to be applied – Preliminary issue rejected.

DECISION

Application B575 of 2001 has been lodged with the Commission by Mr Jeff Davis, partner in Woodview Transport, seeking an Order amending or voiding the contract for service between Woodview Transport and Toll North Pty Ltd pursuant to s. 276 of the *Industrial Relations Act 1999* (the Act).

The applicant’s claim generally is that around March 1997, he entered into a contract for services, trading as Woodview Transport, with the respondent. Around January 1999 the applicant was advised by the respondent to purchase a new vehicle. To assist the applicant in obtaining finance, the respondent advised the financier that the applicant would be in receipt of approximately \$4,500 per week for driving two return trips between Sydney and Brisbane. Between January 1999 and February 2001, the applicant says that he received substantially less return trips than he had been promised. He states that he earned considerably less than the amount promised and that he had lost approximately 162 trips during that period.

A preliminary issue was raised by the respondent and it is around that point that this decision relates.

The essence of the respondent's claim is as follows:-

"1. There must be an unfair contract

- The Commission's jurisdiction under S. 276 is enlivened by the existence of an 'unfair contract' (s. 276(1)(b)).
- Although subsection (4) refers to the conduct of the parties, such conduct is only relevant if, as result of that conduct, the contract between the parties 'became an unfair contract'.
- The term 'unfair contract' is now specifically defined in subsection (7) to include a contract that –
 - (a) is harsh, unconscionable or unfair; or
 - (b) is against the public interest (the other paragraphs of the definition are not considered relevant to this case).
- The definition of 'unfair contract' does not include a contract that is fair on its terms.
- The definition of 'unfair contract' does not include a contract that is otherwise fair but is rendered unfair simply as a result of the non-performance of a party i.e. breach of the contract."

The respondent states that the applicant does not explain how the contract between the parties became "unfair" because the "conduct of the respondent alone cannot constitute an unfair contract." It is claimed that none of the particulars detailed by the applicant represents unfairness in terms of the "alleged arrangement" between the parties.

The respondent states that the Commission should adopt the minority decision in *Reich –v- Client Server Professionals of Australia Pty Ltd (Administrator Appointed)* [2000] NSWIRC 143.

In the alternative, the respondent states that if the majority decision in *Reich* is accepted and it "is held that unfair conduct that is inconsistent with the contract may render a contract to be an unfair contract, then it is submitted that to enliven the Commission's jurisdiction, the contract must be capable of some amendment which would have prevented the unfair contract." It is further stated that other decisions which have involved conduct "apparently inconsistent with the contract are able to be distinguished on their facts. In particular, cases such as *Reich*, *Gleeson –v- Gold Coast Bakeries (Qld) Pty Ltd* (QGIG 22 March 2001) and *BD & HA Steel Pty Ltd –v- Austcover Pty Ltd* (QGIG 3 November 2000) all involved contracts which were capable of amendment to remove some ambiguity in relation to the unfair conduct thereby ensuring that such conduct would have been inconsistent with their terms (ie to render them fair)."

The respondent further submits that the powers contained within s. 276(1) of the Act were never intended to duplicate the powers within the civil courts to provide appropriate relief for a common law breach of contract.

The contract between the parties is ongoing. The respondent states that there is no way that the Commission could amend or void the alleged contract to make it fair and to void the contract *ab initio* would be to deprive the applicant of the continued benefits of the arrangement.

Against these submissions, the applicant states that, pursuant to s. 276(4) of the Act, it is clearly contemplated by the Legislation that one may consider the conduct of the parties in determining whether a contract fits within the definitions of s. 276 (7).

Section 276 (4) reads as follows:-

"Power to amend or void contracts

276. (4) The commission may consider a contract to be an unfair contract if it considers the contract –

- (a) was an unfair contract when it was entered into; or
- (b) became an unfair contract after it was entered into because of the conduct of the parties, or a variation to the contract or for any other reason it considers sufficient.

The applicant then proceeds to cite a number of cases which affirm the point being made. Without restating all of those decisions, a sample of those decisions are as follows:-

In the majority decision of the Full Bench in *Reich*, it is stated:-

"...It seems to us, in finding a contract to be unfair, that may be supported because it became an unfair contract due to the conduct of a party at the time of the termination of the contract which enabled a finding that a contract which could or did so operate was relevantly unfair. It would be open to declare the contract void or make an order varying its terms in an appropriate way..."

In *Behan v Bush Boake Allen* [1999] 47 NSWLR 648 @ 685 the Full Bench stated:-

"What emerges from the above authorities, we think, is the now settled view that s 176 (as with the previous s 88F of the 1940 Act and s 275 of the 1991 Act) is directed to an impugned contract of employment, whether existing or terminated, as to the fairness of its express or implied terms. Such unfairness will depend upon the facts of each particular case by focusing the attention on the contractual relationship between a particular employer and employee and where the unfairness may arise from the terms of the contract itself, the surrounding circumstances and/or the manner of performance or operation of the contract."

Other cases cited, in similar vein, included the majority decision in *Rothmans Distribution Limited v Full Court of Industrial Court of New South Wales* Priestly JA [1994] 53 IR 157 @ 160, *Incitec v Industrial Court of New South Wales* Kirby J [1992] 29 NSWLR 83 @ 133, *BD and HA Steel Pty Ltd v Austcover Pty Ltd* (B1154/2000) and *Gleeson v Gold Coast Bakeries (Qld) Pty Ltd* (B1669/2000),

In light of the range of decisions cited (many of which have been adopted within this jurisdiction), I am not swayed to move away from the general breadth of those decisions which envisage action of the type alleged in this application.

On the question of alternative remedies existing within other jurisdictions, *Walker v Industrial Court of New South Wales* [1994] 53 IR 121 at pages 134-135, Kirby P (as he then was) stated:-

“It is by no means unusual in our legal system for the one set of circumstances to give rise to a number of remedies which the person affected may pursue, sometimes in the one court, sometimes in differing courts, to the full extent of that person’s entitlement. The commonest example is the entitlement of an injured worker to bring proceedings for benefit under the Workers Compensation Act, and to maintain a claim for damages at common law. The ingredients of the various entitlements may be different, but the existence of alternatives had never excluded a person from pursuing rights expressly conferred by statute. Unless those rights are expressly, or by necessary implication, excluded by the alternative claim, or controlled by an obligation to elect or by time limits, the beneficiary of the statutory right can pursue any, or no entitlements.”

I adopt that view as I can see no mention in the Legislation relating to s. 276 matters where this jurisdiction is limited in the manner so described by the respondent. The applicant is correct when it states that in many of the decided cases, the Commission has granted relief pursuant to s. 276 when promises relied upon by applicants were broken by the respondents during the course of a contract and when such action may have been generally described as a breach of contract.

On the decided authorities (which have been cited in this decision) I determine that there is no justification for the matter not proceeding to a full hearing before the Commission. On the question of relief which may be awarded, that will be determined (if the applicant is successful in his claim) after a full ventilation of the facts of the case. The applicant has stated in his application the relief he is seeking if successful. Whether that relief is awarded in the manner so sought, is a matter for determination at the time of the making of the decision.

I reject the respondent’s claim that the matter should not proceed through to a hearing.

This matter will be set down for a preliminary hearing before the Commission on a date to be notified by the Registrar.

I order accordingly.

D. A. SWAN, Commissioner.

Released: 31 August 2001

Appearances :-

Mr J. C. Dwyer, of Reidy and Tonkin for the applicant.

Mr S. Bennett, of Deacons Lawyers for the respondent.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

The Australian Workers’ Union of Employees, Queensland AND Mount Olivet Hospital (No. B569 of 2001)

HOSPITAL EMPLOYEES AWARD – MOUNT OLIVET HOSPITAL – BRISBANE

COMMISSIONER SWAN

10 April 2001

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 10 April 2001, this Commission doth order that the said Award be amended as follows as from the tenth day of April, 2001:-

By deleting clause 9. (10) (Extra Payments for Afternoon and Night Shifts) and inserting the following in lieu thereof:-

“(10) *Allowance for Afternoon and Night Work*

(a) In addition to the rates of pay prescribed by clause 9. (1) (Wages) of this Award, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:-

- | | | |
|-------|----------------------------------|--|
| (i) | Afternoon shift (from 1/4/2001) | 11% (or \$9.70 whichever is the greater) |
| | Night Shift (from 1/4/2001) | 12.5% (or \$9.70 whichever is the greater) |
| (ii) | Afternoon Shift (from 1/5/2001) | 12% (or \$9.70 whichever is the greater) |
| | Night shift (from 1/5/2001) | 14% (or \$9.70 whichever is the greater) |
| (iii) | Afternoon Shift (from 1/11/2001) | 12.5% (or \$9.70 whichever is the greater) |
| | Night Shift (from 1/11/2001) | 15% (or \$9.70 whichever is the greater) |

(b) For the purposes of this clause:-

- (i) ‘Afternoon shift’ shall mean a shift, other than a night shift as defined herein, commencing at or after 12 midday;
- (ii) ‘Night shift’ shall mean any shift commencing at or after 6.00pm or before 6.00am the following day, the major portion of which is worked between 6.00pm and 8.00am;
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee’s ordinary time wage rate.

(c) This allowance shall not apply to work performed on Saturday and Sunday and statutory holidays where extra payments apply for such work.”

Dated this tenth day of April, 2001.

By the Commission,
[L.S] E. EWALD,
Industrial Registrar.

Operative Date: 10 April 2001
Amendment – Allowance for Afternoon and Night Work
Released: 31 August 2001

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 137 – application to amend order

**Training Recognition Council AND The Australian Workers’ Union of Employees,
Queensland and Another (No. B1392 of 2001)**

**ORDER – APPRENTICES’ AND TRAINEES’ WAGES AND CONDITIONS
(EXCLUDING CERTAIN QUEENSLAND GOVERNMENT ENTITIES)**

PRESIDENT HALL
COMMISSIONERS FISHER AND BROWN

31 August 2001

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 31 August 2001, this Commission orders that the said Order be amended as follows as from the thirty-first day of August, 2001:–

1. In Schedule 3 “Automotive Industry”:

(a) by deleting clause 2.1.1 and inserting the following in lieu thereof:–

“2.1.1 *Automotive Retail Service and Repair Training Package; and
Automotive Industry Manufacturing Training Package – (Bus, Truck and Trailer Stream)*

The wage progression arrangements for apprentices based on qualifications contained in the above Training Packages shall be in accordance with clause 2 of Schedule 1 of this Order.”;

(b) by deleting the title to clause 3.1.1 and inserting the following in lieu thereof:–

“3.1.1 *Automotive Retail Service and Repair Training Package; and
Automotive Industry Manufacturing Training Package – (Bus, Truck and Trailer Stream)*”;

(c) by deleting from clause 3.1.1(a) the word “Package” appearing in the second line and inserting the word “Packages” in lieu thereof; and

(d) by adding to Annexure A in clause 3.1.1(b) the following:–

“Traineeship Name	Qualification Title
Bus, Truck and Trailer Manufacturing Level II	Certificate II in Automotive Manufacturing (Bus/Truck/Trailer)”.

2. By adding an extra dot point to clause 3.2.1 (Civil Construction Training Package) in Schedule 4 “Building and Civil Construction Industries” the following:–

- Certificate III in Civil Construction (Road Marking)”.

Dated this thirty-first day of August, 2001.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 31 August 2001
Amendment – Order – Apprentices’ and Trainees’ Wages and Conditions (Excluding
Certain Queensland Government Entities)

Released: 4 September 2001

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

ELECTRICITY SUPPLY INDUSTRY EMPLOYEES’ AWARD - STATE

(Gazette, 12th January, 1996)

(Correction of Error)

WHEREAS a printing error occurred in the Correction of Error to this award as published in the *Queensland Government Industrial Gazette* of 17 August 2001, Vol. 167, No. 18, pages 409-411, the following correction is made:–

Delete columns 1, 2 and 3 from and including “(27) Leading Hand Allowance” to the end of the columns and insert the following in lieu thereof:–

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
(27)Leading Hand Allowance		
(a) Group B	20.50	21.00
	31.10	31.90
	40.60	41.70

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
(b) Group C	4.11	4.22
	6.23	6.39
	8.12	8.33
(c) Group D (i)	4.11	4.22
	6.23	6.39
	8.12	8.33
(ii)	20.50	21.00
(d) Group F	8.20	8.40
	10.30	10.60
	12.40	12.70
(e) Group G	1.97	2.02
	4.35	4.46
	5.47	5.61
	7.35	7.54
	3.20	3.28
	4.61	4.73
	6.50	6.67
(f) Group H	11.20	11.50
	16.80	17.20
(g) Group L	4.11	4.22
	6.23	6.39
	8.12	8.33
(h) Group M	19.80	20.30
	29.90	30.70
	39.10	40.10
(30)	10.10	10.40
(31)	2.22	2.28
(33)	1.53	1.57
	89c	91c
	1.98	2.03
	1.11	1.14
(33)(f)	15.35c	15.75c
(34)	46.35c	47.55c
(35)	3.3c	3.4c
(36)	2.43	2.49
	2.43	2.49
	37.95c	38.95c
(37)	4.59	4.71
(38)	9.60	9.80
	20.50	21.00
	6.80	7.00
	14.40	14.80
(39)	2.202	2.2595
	1.4855	1.524
(40)	45.3c	46.5c
(41)	35.85c	36.8c
(42)	3.40	3.50
	82c	84c
(43)	5.20	5.30
(45)	45.3c	46.5c
	37.95c	38.95c
(46)	12.30	12.60
(47)	1.70	1.74
(48)	4.47	4.59
(51)	99.05c	1.0165
(52)	1.001	1.027
(53)	46.35c	47.55c
(54)	29c	30c

Dated this third day of September, 2001.

E. EWALD,
Registrar.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

**CIVIL CONSTRUCTION, OPERATIONS AND MAINTENANCE
GENERAL AWARD – STATE**

(Gazette, 24 March 2000)

(Correction of Error)

WHEREAS an error occurred in the reprint of the abovementioned award as published in the *Queensland Government Industrial Gazette* of 24 March 2000, Vol. 163, No. 12, pages 295-347, the following corrections are made and are effective from the thirty-first day of August, 1999:—

1. In clause 3.1 (Definitions) —

- (a) by deleting all of paragraph (37) (definition of “Overseer-Crown Streams” (which also contains a definition of “Registered load capacity”)) and inserting the following in lieu thereof:—

“(37) ‘Overseer-Crown Streams’ is an employee of the Crown appointed as such who has had wider experience than a Foreperson or an Inspector who has satisfactorily completed or is undertaking an approved course of study acceptable to the Chief Executive of the Department and who is acting under the control and direction of the Supervising Engineer.

Such employee may be required to direct the operations and supervise the work of two (2) or more Foremen.”;

- (b) by inserting the following definitions:—

“(38) ‘Pipe Layer’ shall mean an employee engaged in setting up, laying and jointing, under wet or dry conditions, all sizes of earthenware, concrete, cast iron, wrought iron, and/or steel pipes and fittings of 76 mm diameter and over, with lead, cement, insertion, or other material required for caulking.

(39) ‘Powder monkey’ shall mean an employee engaged in cutting or making up charges, charging or firing holes, or one who conveys explosives to miners or other employees.

(40) ‘Refuse tip supervisor’ shall mean an employee who, in addition to the duties of a tip attendant is responsible for the day to day operation of a refuse tip. The duties of this position will include responsibility for opening and closing of gates, weighing of commercial loads, collection and remittance of fees and direction of other employees and members of the public in relation to the position and management of the tip face and surrounds.

(41) ‘Registered load capacity’ of the trailer or, in those circumstances where it is not shown, that load capacity which is certified by the appropriate Government Authority shall be added to the maker’s capacity of the motor vehicle for the purpose of determining the appropriate wage rate:

Provided that not more than the trailer shall be drawn at any one time and that no load shall exceed the limit prescribed by or under any State Act.”.

2. By deleting “(3)” where it first appears in clause 4.6 (Travelling Arrangements Where Camp Provided) and inserting “(2)” in lieu thereof.

Dated this fourth day of September, 2001.

E. EWALD,
Industrial Registrar.