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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	Certified on and certificate issued	Cancelling No.
CA/2008/71	UNiTAB Agents Association (Craig & Donna Murray) Enterprise Bargaining - Certified Agreement 2008	22/8/08	
CA/2008/72	UNiTAB Agents Association (Melissa Bates) Enterprise Bargaining - Certified Agreement 2008	22/8/08	
CA/2008/74	Tourism Queensland Employing Office Certified Agreement 2007	29/8/08	CA/2003/679
CA/2008/73	Roblee Management Services Certified Agreement 2008	22/8/08	CA/2005/232

G.D. SAVILL,
Industrial Registrar.

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INDUSTRIAL COURT OF QUEENSLAND

Workers' Compensation and Rehabilitation Act 2003 - s. 561 - appeal against decision of industrial magistrate

Q-COMP AND Robin Jeffrey Foote (C/2008/13)

DECISION

Robin Jeffrey Foote commenced employment with BIALA, an arm of the Prince Charles Hospital and District Health Service, in March of 1997. On 8 March 2005, Mr Foote claimed benefits under the *Workers' Compensation and Rehabilitation Act 2003* (the Act), in respect of a psychiatric/psychological disorder said to have developed over a period of time and be attributable to mobbing, bullying and harassment over the period of his employment. The insurer (WorkCover Queensland) refused the application. By a letter dated 29 June 2005, a Claims Assessor advised Mr Foote that, whilst she was satisfied that he had developed a psychological condition and that his employment had been a significant contributing factor to the development of that condition, she was of the view that the events that constituted the contributing factors were reasonable management action taken in a reasonable way. It followed that the psychological injury was withdrawn from the statutory definition of injury by the operation of s. 32(5) of the Act. On 25 September 2005, Mr Foote lodged an application seeking a Statutory Review. By a letter dated 7 November 2005, Q-COMP affirmed the insurer's decision. (I should for completeness add that, rather than being affirmatively satisfied that Mr Foote's condition arose out of reasonable management action reasonably taken, the Review Officer put the matter on the basis that Mr Foote, who bore the onus, had failed to exclude the operation of s. 32(5) of the Act.)

On 2 December 2005, Mr Foote appealed to the Industrial Magistrate at Brisbane. After a 5 day hearing, the Industrial Magistrate allowed Mr Foote's appeal. On 13 March 2008, Q-COMP appealed to this Court. The attack upon the Industrial Magistrate's decision is, in substance, of challenge to the adequacy of His Honour's reasons. The principles to be applied by an Appellate Court in dealing with such a challenge have recently been summarised by McMurdo P and Mullins J in *Martin Rowling and Anor* [2005] QCA 128. At paragraph 3 McMurdo P observed:

"In giving reasons for decisions, a judicial officer is obliged to adequately disclose the process of judicial reasoning so that justice is not only done but seen to be done. A judge should refer to relevant evidence; set out any material findings of fact and any conclusions or ultimate findings of fact reached; give reasons for making the relevant findings of fact and conclusions or for preferring one conclusion to another and explain how the law has been applied to the facts found. This is because the reasons must place the parties in a position to understand why the decision was made sufficiently to allow the exercise of any right of appeal and so that any appellate court considering the decision can understand the reasoning process. The obligation to give adequate reasons does not require the reasons to necessarily be lengthy or elaborate but they should articulate the essential ground or grounds upon which the decision rests."

Whilst at paragraph 80 Mullins J said:

"It is undisputed that a trial judge is obliged to provide reasons for making the relevant findings and conclusions and, where evidence has been rejected, to explain the reasons for so doing, in order to avoid any sense of grievance or injustice on the part of the party who has been adversely affected by the findings: *Beale v Government Insurance Office of NSW* (1997) 48 NSWLR 430, 431, 443-444. See also *Soulemezis v Dudley (Holdings) Pty Ltd* (1987) 10 NSWLR 247, 278-279, *Mirage Resorts Holdings Pty Ltd v Brellen Pty Ltd* [2003] QCA 579 at paragraph [57] and *Wiki v Atlantis Relocations (NSW) Pty Ltd* [2004] NSWCA 174; (2004) 60 NSWLR 127, 135-136."

At the core of the Industrial Magistrate's decision is a passage which appears at page 9 of His Honour's judgement:

"It is unfortunate that many of the key players in this matter were not available to the Court. However, after a careful consideration of the evidence heard, I have come to the conclusion that the Appellant was subjected to systematic bullying and harassment during the period of employment. I found the Appellant, although obviously deeply troubled, to be credible in his account to the Court."

There was certainly evidence upon which that conclusion might have been reached. However, there was a competing body of evidence. The fact of the matter is that whilst Mr Foote complained of mobbing, bullying and harassment by co-workers, co-workers have pursued in-house remedies against Mr Foote alleging inappropriate behaviour and bullying by him. This is not a case in which the Industrial Magistrate might properly put aside the allegations about Mr Foote and proceed on the basis that on a claim under the Act, the Court's concern was about what had been done to Mr Foote and not about what Mr Foote had done to others. There was significant overlapping of persons, i.e. those making complaints about Mr Foote were largely the persons about whom Mr Foote was making complaints. Some of the complaints made about Mr Foote concerned the very incidents about which Mr Foote complained. Additionally, Q-COMP squarely raised the argument that Mr Foote, whose formal complaints were later in time, had raised those complaints to frustrate and/or derail processing of the complaints about him. It seems to me that Q-COMP's submission that it was entitled to more elaborate reasons for the preference of one body of evidence over another was a justified complaint.

The difficulty faced by Q-COMP in arguing its Appeal is exacerbated by His Honour's finding that:

"The Appellant can see that he himself became quite objectionable and combative with other members of the staff at BIALA reaching a point where he himself was accused of bullying."

Elaboration of the "objectionable and combative" behaviour is necessary. This was not a case in which it was clear that the psychiatric/psychological condition was work-related. By his opening, Counsel who appeared for Mr Foote at first instance conceded that it was a case in which he faced difficulty that Mr Foote had decompensated in the 1980's whilst living in the Northern Territory and had subsequently been supported by prescription medication for quite a period of time. Findings about Mr Foote's behaviour in the workplace and when that behaviour commenced might well have led to inferences, even on intuitive reasoning basis, about when Mr Foote had decompensated. On the issue whether the employment was a significant contributing factor, one needed to know whether or not the decompensation had occurred prior to the stressors pointed to by Mr Foote. On the issues at s. 32(5), it was important to know whether the decompensation occurred prior to, contemporaneously with, or subsequent to the activities in the workplace asserted by Q-COMP to be reasonable management action reasonably taken.

Q-COMP's attack goes also to the adequacy of the Industrial Magistrate's decision insofar as it deals with the issues under s. 32(5). In short form, the Industrial Magistrate held that, because those engaged in the mobbing, bullying and harassment were Mr Foote's superiors, their conduct constituted management action that was quite unreasonable and held that in consequence s. 32(5) had no application. Put aside that only one of those involved in the mobbing, bullying and harassment was (occasionally) a superior of Mr Foote, His Honour has (regrettably) missed the point. Whilst it is true by the time of the trial Mr Foote was focussed on the mobbing, bullying and harassment, it is apparent from the exhibits that there had been other issues quite capable of causing decompensation which at earlier stages had been regarded by Mr Foote as quite significant. To begin with, Mr Foote had actively sought out employment at BIALA and was thrilled with his appointment because it had been his lifelong ambition to become a counsellor. As Mr Foote understood it, that was his job description. In fact, he found himself working in the Needle Exchange Program, distributing needles and giving advice about safe injecting. On Mr Foote's version of events, subsequent efforts were made to prevent him from counselling on a voluntary basis when the opportunity arose with clients. It is understandable that if such events occurred they would be distressing to Mr Foote. Additionally, Mr Foote complained of the termination of a trial program known as the "Twelve Step Program" and complained of his treatment whilst working in that Program. He raised issues also about his re-location from the needle exchange area to an administrative position on a different floor of the building, giving telephone advice about alcohol and drug dependency. It was entirely arguable that the conduct engaged in by management in respect of each of those issues was reasonable management action reasonably taken. It was the duty of the Industrial Magistrate to make findings about whether the arguments were correct. If the arguments or some of them were correct, the Industrial Magistrate was required to confront the question whether the psychiatric/psychological disorder arose out of, or in the course of, that reasonable management action reasonably taken. I quite accept that the answer to that question will very often be a matter of judgement not permitting of elaborate or detailed reasoning. However, Q-COMP here complains that it has no reasoning at all.

The difficulty lies in determining what should be done about it all. In ordinary circumstances, I should exercise the power at s. 248(1)(e) of the *Industrial Relations Act 1999* to quash the decision of the Industrial Magistrate and remit the matter to the Industrial Magistrate's Court to be heard and determined according to law. However, the grant of what used to be described as prerogative relief is always discretionary. There are indications at s. 562 of the *Workers' Compensation and Rehabilitation Act 2003* that appeals to this Court, which are by way of rehearing on the evidence and proceedings before the Industrial Magistrate (s. 561(3)), should be determined on the record and without the expense and frustration involved in the remitter of the matter to be heard again. Here, although there is not consensus that Mr Foote has suffered a compensable injury, there is consensus that he has suffered and continues to suffer from a serious and debilitating psychological condition. Though the expert witnesses whose reports were tendered in the first instance doubt Mr Foote is at serious risk of self harm, there is evidence of suicidal ideation. He is in straightened circumstances and has retired so that he may access and live off his superannuation funds. There is reason to doubt that if the matter were remitted to be heard again, it would ever be heard. There would be a level of cruelty in requiring Mr Foote to participate in another lengthy hearing. In those circumstances Q-COMP, who originally sought remitter of the matter to be heard again, accepts that every effort should be made to determine the matter on the papers. Counsel who appears for Mr Foote on the Appeal makes the same submission, though I apprehend that an application may yet be made to lead additional evidence.

In those circumstances, on 3 September 2008, I adjourned the matter until 7 November 2008. The understanding is that by that time I shall have the opportunity to read the transcripts and exhibits in full and on that day there will be debate on the substantive question whether Mr Foote has suffered an injury within the meaning of s. 32. In the event that it becomes apparent that the conflicts in the evidence are of such a nature that they may not be resolved without the advantage of hearing and seeing the witnesses, I shall mention the matter before 7 November 2008.

Dated 10 September 2008.

D.R. HALL, President.

Appearances:

Mr P. Rashleigh, directly instructed for the Appellant.

Mr R. Green, instructed by Welsh & Welsh, Solicitors for the Respondent.

Released: 10 September 2008

INDUSTRIAL COURT OF QUEENSLAND

Workers' Compensation and Rehabilitation Act 2003 - s. 561 - appeal against decision of industrial magistrate

Wilhelmus Henricus Antonias Maria Verhagen AND Q-COMP (C/2008/25)

PRESIDENT HALL

12 September 2008

DECISION

Mr Verhagen was born in Holland on 30 April 1958. He has lived in Australia since 1999. Mr Verhagen holds a Science Degree and has been gainfully employed since the age of 23. He initially worked in a laboratory for approximately 18 months, sold medical equipment for 12 months, and after a three year period selling real estate, has worked as a sales representative in the pharmaceutical industry for 18 years. During the latter part of this period as a sales representative in the pharmaceutical industry, he was employed by a business trading as Aventis until that business merged with another business, trading as Sanofi. After the merger Mr Verhagen continued to work for the new entity, *viz.*, Sanofi Aventis.

With the merger came change. Mr Verhagen, who previously worked in the eastern district of Brisbane, was shifted to the western district. He makes no complaint of that, though I apprehend that he was required to walk away from relationships which he had built up with doctors over a period of time and establish new relationships with doctors in the western district. A change about which Mr Verhagen does complain was a change in the number of doctors upon whom he was required to call in each working week. In mid 2005 the number was 6.2. By the commencement of 2006, by which time the Key Performance Indicators (KPI's) were no longer being trialled but were being implemented in a way which might impact upon remuneration, the number had increased to 6.3. Perhaps more importantly, there had been a redefinition of which calls upon doctors were to be treated as calls upon doctors for the purposes of the KPI's. Even before the merger, the administration of Aventis had profiled doctors. Sales representatives, including Mr Verhagen, were supplied with documents indicating which of the doctors within their districts were most likely to prescribe the medications which the representative was trying to promote. There was nothing unusual in such a practice. It was an industry practice. A consequence was that little attention was (or was intended to be) focussed upon those least likely to prescribe. Post-merger, at the commencement of 2006, the profiling system changed. The doctors within a region were assigned to one of five categories. Those in the fifth quintile were those least likely to prescribe the medication which the representatives were seeking to promote. As from the beginning of 2006, calls upon doctors within the fifth quintile were not to be counted as "calls" for the purposes of the KPI's. Thirty-eight percent of the doctors within Mr Verhagen's district fell within the fifth quintile. Counsel for Mr Verhagen invited the Court to say that the necessary implication carried by Mr Verhagen's complaint is that the number of doctors upon whom he might "call" had been reduced by thirty-eight percent. I am not prepared to imply a criticism not expressly made. As Counsel for Q-COMP pointed out, one may doubt whether a sales representative achieving his sales targets (as Mr Verhagen did) made many (if any) calls upon those unlikely to prescribe. Additionally, Mr Verhagen ceased work on 24 April 2006. The period is too short to make any satisfactory assessment of how the changes to the KPI's would have affected Mr Verhagen's pattern of work if he had tried to meet those Indicators over a longer period. However, I do take the point that Mr Verhagen, who considered the new KPI's to be flawed as a matter of policy, was concerned that he would be required to make too many repeat calls upon the same doctors in circumstances in which Sanofi Aventis had increased its sales representatives in the western district. Whilst recognising that not all sales representatives were promoting the same products, I can accept Mr Verhagen's point that so many calls might be made upon doctors that welcome would wear out. Further, it all occurred in a commercial context in which representatives from other pharmaceutical companies were seeking to call upon doctors to promote rival products.

It is Mr Verhagen's evidence that towards the end of April 2006, he came home from work feeling so tired that he was unable to take off his shoes and asked his wife to do it for him. His wife urged him to seek medical advice. He did. He saw a general practitioner on 22 April 2006 and was advised to take a period of time off work and prescribed certain medication. He did not return to work on Monday 24 April 2006.

On 16 May 2006, Mr Verhagen filed an application for benefits under the *Workers' Compensation and Rehabilitation Act 2003* (the Act). [Oddly the application is dated 2 April]. Importantly, the Application attributed his condition to "excessive stress owed [sic] to work demands over a long period of time" and gave 1 April 2005 as the date on which he first experienced symptoms. By a letter dated 27 June 2006, the insurer (WorkCover Queensland) rejected Mr Verhagen's application. Relying heavily on an opinion from a psychiatrist (to whom WorkCover Queensland had referred Mr Verhagen) that Mr Verhagen was suffering from a Pain Disorder Associated with Psychological Factors (DSM-IV307.80), the Claims Assessor concluded that Mr Verhagen had suffered a personal injury to which his employment had been a "significant contributing factor" for the purposes of s. 32(1) of the Act. However, the Claims Assessor also concluded that the psychological injury had arisen out of or in the course of reasonable management action taken in a reasonable way and was withdrawn from the definition of "injury" by the operation of s. 32(5)(a).

On 27 September 2006, Mr Verhagen sought a Statutory Review of WorkCover's decision. Significantly, Mr Verhagen abandoned a claim developed in his original application that his decompensation was attributable to the merged entities recruitment practices. (For completeness, I add that the psychiatrist had identified dissatisfaction with those practices as a likely cause of Mr Verhagen's condition). The Review Officer confirmed the decision of WorkCover for substantially the same reasons as given by the Claims Assessor. I say "substantially" because I rather apprehend that on the s. 32(5)(a) issue, the Review Officer was inclined to put the matter on the basis that Mr Verhagen, who bore the onus, had failed to exclude the operation of s. 32(5)(a).

On 1 December 2006, Mr Verhagen appealed to the Industrial Magistrate's Court at Brisbane. At trial, Mr Verhagen abandoned all reliance upon the 2005 matters and put a case that he had decompensated in early 2006 because of work related stressors to which he was exposed in early 2006. At the hearing, being a hearing *de novo*, Q-COMP (as it was entitled to do) abandoned reliance upon the opinion of the psychiatrist and contended that Mr Verhagen had not suffered a psychological injury to which his employment had been a significant contributing factor. Additionally, Q-COMP took up the ground abandoned by Mr Verhagen on his application for a Statutory Review, and developed the argument that Mr Verhagen had decompensated in 2005 because of dissatisfaction with the merged entities recruitment practices. Doubtless, the forensic assessment lying behind the decision to mount such a case was that Q-COMP had a strong s. 32(5)(a) case, on the matters pertaining to Sanofi Aventis' recruitment practices.

By a decision of 9 May 2008, the Industrial Magistrate dismissed Mr Verhagen's appeal. The Industrial Magistrate dismissed Mr Verhagen's appeal because Her Honour was not satisfied that Mr Verhagen had suffered a psychological injury to which his employment had been a significant contributing factor. On the issue upon which Mr Verhagen had failed in his dealings with WorkCover Queensland and on the Statutory Review, *viz.*, his failure to exclude the operation of s. 32(5)(a), the Industrial Magistrate concluded that the management action relied upon by Q-COMP was not reasonable management action taken in a reasonable way. The Industrial Magistrate made no finding upon Q-COMP's case that any injury was all about disappointment with recruitment practices.

On 6 June 2008, Mr Verhagen appealed to this Court. The grounds of appeal were:

"1. The grounds of the appeal are:

- (a) the finding of the learned Industrial Magistrate that the Appellant had been suffering from a psychiatric injury in 2005 was based on insufficient evidence;
- (b) the learned Industrial Magistrate failed to make any finding as to whether the Appellant was suffering from a psychiatric condition as at April 2006, and if so whether employment was a significant contributing factor in respect of that condition.

2. The grounds of the appeal as to the award of costs are:

- (a) that in awarding costs against the Appellant the learned Industrial Magistrate failed to give sufficient weight to the consideration that the Appellant was successful on those issues which occupied the vast majority of the Court's hearing time;
- (b) that the one issue on which the Respondent succeeded, had been decided in favour of the Appellant in the initial Q-COMP decision."

On 23 June 2008, the Respondent filed a Notice of Contention. In short form, the Notice of Contention disclosed that on the Appeal, as well as taking issue with the Appellant on ground (1) of the grounds of appeal, the Respondent would contend:

- (a) that the management action taken to vary the KPI's and the implementation of those changes constituted reasonable management action taken in a reasonable way;
- (b) that any psychological injury suffered by the Appellant which arose out of or in the course of his employment was withdrawn from the definition of injury at s. 32 because it arose out of or in the course of recruitment policies which constituted reasonable management action reasonably taken; and
- (c) that any psychological injury which arose out of or in the course of the Appellant's employment was withdrawn from the definition of "injury" at s. 32 because it arose out of or in the course of the Appellant's expectation or perception of reasonable management action being taken against him.

In due course Q-COMP filed written submissions in support of its Notice of Contention and the Appellant filed written submissions in support of its Appeal. Each of the Respondent and the Appellant filed written submissions in response, and each of the Respondent and the Appellant filed written submissions in reply. I mention the sequence of events because by his written submissions in reply lodged on 3 September 2008, (2 days prior to the date fixed for the hearing of the Appeal) the Appellant, for the first time, raised a case that the work related events of early 2006 had aggravated a psychological injury which he had suffered in 2005 and that he had suffered "an injury" for the purposes of the Act in consequence of the operation of s. 32(3). There was no application to amend the Application to Appeal. The matter had not been raised at first instance. If the matter had been raised at first instance, evidence might have been led upon the matter. Indeed, it is impossible to believe that the psychiatrist who gave evidence would not have been asked questions upon the matter. Consistently with the decision in *Coulton v Holcombe* (1986) 162 CLR 1 at 7 per Gibbs CJ, Wilson, Glennon and Dawson JJ and the decision of this Court in *Saville v Q-COMP and The State of Queensland (acting through the Department of Corrective Services)* (2007) 185 QGIG 243, I formally decline to consider the Appellant's case about "aggravation".

On the evidence at first instance, the Industrial Magistrate's decision that Mr Verhagen had decompensated in 2005 was inevitable and it necessarily followed that the case made by Mr Verhagen at first instance, *viz.*, that everything was attributable to work related stressors of early 2006, would fail. Work related stressors of early 2006 cannot be a significant contributing factor to a decompensation which commenced in mid 2005 and was (largely) fully constituted by the end of 2005.

It was inevitable that the Industrial Magistrate would depart from the view taken by the Claims Assessor and the Review Officer on the question whether Mr Verhagen's employment had been a significant contributing factor to his decompensation. Each of the Claims Assessor and the Review Officer had relied upon the opinion of the psychiatrist. A medical expert's opinion, of course, is only as good as the history upon which it was based. The psychiatrist had been given a flawed history.

The psychiatrist saw Mr Verhagen on 14 June 2006. His report records the history as given to him by Mr Verhagen. However, on 19 May 2006, Mr Verhagen had been interviewed by a Clinical and Organisational Psychologist, (Ms Carmel Hill). The history (again taken from Mr Verhagen) recorded by Ms Hill differs from that recorded by the psychiatrist. This is not a case, I should hasten to add, in which Q-COMP contends that Mr Verhagen has acted dishonestly. In response to a submission by Counsel for Mr Verhagen that Q-COMP's case had a "whiff of fraud about it", Counsel for Q-COMP fairly placed on record that the complaint was only about Mr Verhagen's abilities as an historian. Even that maybe a little unfair. Given that the psychiatrist had access to Ms Hill's report when preparing his own report and said in evidence that he would have read it, it may well be that the fault lies with him. Howsoever all that may be, it is plain that the symptoms recorded by Ms Hill are more extensive than those recorded by the psychiatrist, and plain on the face of the transcript that Mr Verhagen accepts that Ms Hill accurately recorded what he told her. I quite accept that in trying to repair the situation at first instance in the re-examination, Counsel for the Appellant read to the psychiatrist some of the symptoms recorded by Ms Hill and solicited an answer to the effect that they were the symptoms which had been described to the psychiatrist. The problem is that there were other symptoms recorded by Ms Hill which were not described to the psychiatrist. In particular, Mr Verhagen first noticed suffering from disturbed sleep in the middle of 2005. The problem progressively worsened until October 2005 when it was (temporarily) relieved by massage treatment. From about the middle of 2005, Mr Verhagen lost interest in activities including playing with his dogs, woodwork and house renovations. He also reported to Ms Hill that, although he maintained his interest in socialising, spending time on the computer and going fishing and to the beach, he had less motivation to engage in those activities and rarely initiated them. He confirmed that he suffered from low libido and from a lack of motivation. Importantly, the Appellant informed Ms Hill that thinking things over, he thought that he may have been depressed from June 2005. Asked to re-diagnose on the basis of Ms Hill's report, the psychiatrist accepted that the Appellant's psychological disorder started to occur from mid 2005. Significantly, the psychiatrist also gave evidence:

- (a) that a person suffering from a psychological/psychiatric condition at work from mid 2005 would find it increasingly more difficult to perform at an adequate level of work;
- (b) that a person experiencing significant levels of pain over an extended period could experience depressive symptoms; and
- (c) contemplated the possibility that if significant levels of pain commenced in mid 2005 and extended over a prolonged period (as Mr Verhagen told Ms Hill), one should contemplate that rather than there being a psychological disorder with associated pain for which there was no physical cause, the case may have been one in which real pain brought about a psychological disorder.

On the evidence, Mr Verhagen had no case.

I am not without sympathy for the case developed by the Respondent that the Industrial Magistrate erred in finding that management action taken in relation to the introduction of the new doctor-call-rate KPI, was not reasonable management action taken in a reasonable way. Notwithstanding Mr Verhagen's success over the years in meeting his sales targets, there was a business reason for the introduction and enforcement of KPI's. The concern was that complacent sales representatives, expecting success to follow yet again, might not discern that competitors had stolen their client base until it was all too late. There was evidence that a call rate of 6.2 and/or 6.3 calls per day was on the low side in the pharmaceutical industry. The increase from 6.2 to 6.3 calls per day was equivalent to one extra call per fortnight. There is evidence that representatives such as Mr Verhagen would not have been or should not have been calling upon doctors in the fifth quintile in any event. There was no precise evidence as to what extra work the changes of early 2006 required Mr Verhagen to perform. There was evidence that Mr Verhagen had been given a marketing budget to help him organise events to bring him into contact with doctors (which he had not used), that coaching and mentoring was made available to sales representatives, that there were regular meetings to discuss strategies and techniques as well as representative's concerns, and that the employer organised a schedule for sales representatives in the western territory to ensure that its representatives were not calling the same area at the same time. However, it was apparent from the authorities to which the Industrial Magistrate referred, that the Industrial Magistrate was under no illusion about the tests which Her Honour was required to apply. In particular, the Industrial Magistrate accepted that whilst it may be useful for the purpose of exposition to deal separately with the issue of whether there had been "reasonable management action" and the issue whether that reasonable management action had been taken "in a reasonable way", one is fundamentally to make a global assessment of whether there had been "reasonable management action taken in a reasonable way". It is plain from Her Honour's reasons that Her Honour was concerned about the uncertainty (or "ambiguity" as Her Honour described it) about what constituted a "call". The evidence, and in particular the evidence of Mr Bensted does suggest "an area of grey" and a reliance upon the integrity of the sales representative. That, in substance, was Mr Verhagen's complaint. Whilst recognising that an appeal against a decision of an Industrial Magistrate under the Act is an appeal by way of rehearing in the *Warren v Coombes* (1979) 142 CLR 531 sense, this Court has consistently adhered to the proposition that appeals are about the correction of error. The evaluation of whether an employer has engaged in "reasonable management action reasonably taken" involves the exercise of judgement as well as reasoning. Whilst many cases will be abundantly clear the use of "reasonableness" as a yardstick necessarily involves recognition that there will be marginal cases within which honest and reasonable minds may differ. Given the "uncertainty" (or "ambiguity") about what constituted a "call" and the absence of measures to induce confidence that all sales representatives were singing to the same sheet and recording honestly, I am not prepared to say that the Industrial Magistrate erred. In particular, I reject the criticism made of paragraph 70 of the Industrial Magistrate's judgement, whereat Her Honour said:

"In the absence of evidence about how those staff who were apparently meeting the required doctor-call-rate classified their calls, I do not accept that any purported compliance with the KPI requirements is indicative of showing the change to the KPI requirements was reasonable management action."

I do not accept that Her Honour was talking about a "shifting onus" and permitting that "shifting onus" to detract from or supplant the ultimate onus borne by the Appellant. The Appellant had developed a substantial case upon the question whether the changes to the KPI's and their implementation was "reasonable management action reasonably taken". Given the way in which the Claims Assessor and the Review Officer had dealt with the matter, it was understandable that the Appellant would take that course. The Respondent had developed an equally substantial case about s. 32(5)(a). There was no longer room for debate about whether either party was called upon to develop a s. 32(5) case. The point being made by the Industrial Magistrate seems to me to have been that because of the "ambiguity", evidence that other sales representatives were meeting the KPI's said nothing about the reasonableness of those indicators. That is a legitimate point to make.

The Industrial Magistrate's reasons for declining to determine whether Mr Verhagen's psychological condition arose out of or in the course of his involvement with the recruitment practices of Sanofi Aventis appear at paragraphs 8 and 9 of Her Honour's judgement:

"8. In annexure A to the application for review, the following appears:

The Applicant does not to [sic] intend to pursue a review of the allegation of unfair recruitment practices. Therefore, pages 7, 8, the first quarter of page 9, the second half of page 12 and the first half of page 13 of the decision are irrelevant for the purposes of the review.

9. Given that, and given that there has been no clear reliance by the appellant on the allegation of unfair recruitment practices in the appeal, I have taken the view that that basis remains irrelevant in the appeal. Evidence of any dissatisfaction with recruitment practices was not led in evidence chief [sic], which would be entirely consistent with the previous abandonment of that ground prior to the review."

Having heard the argument on the Appeal I have come to the conclusion that Her Honour erred. The Respondent was perfectly entitled to develop a case that its recruitment policies and practices constituted reasonable management action reasonably taken and that Mr Verhagen's psychological condition arose out of or in the course of the implementation of those policies. This was not a case of mere assertion from the bar table. The Respondent went into evidence. Mr Verhagen's complaint about a vacancy having been filled without calling for applications, was met by evidence that, shortly before, applications had been called for a comparable position and that a business decision had been taken to fill the new vacancy by drawing upon the pool of unsuccessful applicants. In the case of the position for which Mr Verhagen was an unsuccessful applicant, evidence was led that the appointment had been made on merit and that Mr Verhagen had been invited to a debriefing session to hear an explanation of the decision. I hasten to recognise that, if the Appellant had gone into evidence, he may well have established that the recruitment practices were not by way of reasonable management action reasonably taken. But the issue had been raised. Similarly, on the issue whether the psychological condition arose out of or in the course of the implementation of the recruitment practices, the psychiatrist by his report identified the recruitment practices as a "likely" cause and in cross-examination was prepared to concede the possibility of the recruitment practices being a contributing cause. The Appellant himself in cross-examination confirmed that his disappointment in failing to secure a new position was a stressor which he had identified to the psychiatrist and Ms Hill. Once again, if the Appellant had gone into evidence, he may well have contradicted that evidence. The point is that in a situation in which the evidential onus had been satisfied, the Appellant did not go into evidence. It seems to me that the point taken by the Notice of Contention must succeed.

The further point taken by the Notice of Contention, *viz.*, that the Industrial Magistrate should have considered the operation of s. 32(5)(b) is rather a different matter. It rests on the contention that interaction between Mr Verhagen and his immediate superiors about his failure to meet KPI's was reasonable management action taken against Mr Verhagen. In my view the interaction, which was by way of counselling and advice on strategies for improvement, was so mild that it may not be characterised as action taken against Mr Verhagen. Section 32(5)(b) of the Act is about perception of action actually taken, not about flawed perception that action has been taken.

That leaves Mr Verhagen's appeal upon the matter of costs. By s. 113(1) of the *Workers' Compensation and Rehabilitation Regulation 2003*, costs are in the discretion of the Industrial Magistrate. This Court should intervene only where there has been an error of law or of principle or the decision is so unjust that it be attributable to an unexplained error of law or principle. Here, after hearing the submission that much of the hearing time had been devoted to issues upon which Mr Verhagen had succeeded at trial, the Industrial Magistrate affirmed (correctly) that the general rule was that costs followed the event and held that the circumstances of the case did not warrant departure from that rule. That conclusion seems to me to be entirely unsurprising. The issue about whether the change in policies about KPI's and the implementation of those policies constituted reasonable management action reasonably taken was not entirely discrete from the issues about the cause of Mr Verhagen's condition. On Mr Verhagen's case that the events of early 2006 were a significant contributing factor to the psychological condition, Mr Verhagen had an interest in talking up the burden imposed upon him by the implementation of the new policies and in suggesting that the unfairness of the policies gave that burden a cutting edge.

I dismiss the Appeal both as to outcome and as to costs.

I reserve all questions as to costs of the Appeal to this Court.

Dated 12 September 2008.

D.R. HALL, President.

Appearances:

Mr A. Stobie, instructed by Turner Freeman, Solicitors for the Appellant.

Released: 12 September 2008

Mr P. O'Neill, directly instructed for the Respondent.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 331 - application for orders

Q-COMP AND Kenneth Hill (B/2008/72)

COMMISSIONER THOMPSON

11 September 2008

REPORT ON DECISION (as edited)

In giving his decision from the Bench on 8 September 2008, Commissioner Thompson stated:

"In respect of matter WC/2008/17 an appeal by Kenneth Craig Hill (who, for the purposes of this decision, will be known as Craig Hill) and Q-COMP (Review Unit) to the Queensland Industrial Relations Commission (QIRC) against a decision of the Review Unit in accordance with s. 550 of the *Workers' Compensation and Rehabilitation Act 2003*.

That matter was brought on for mention in Brisbane on 3 September 2008.

In the course of the mention on 3 September 2008, Q-COMP made an oral application to have WC/2008/17 struck out.

The strike out application was allocated number, B/2008/72, with Directions Orders being issued on 3 September 2008 by the Acting Deputy Registrar setting the matter down for hearing in Brisbane at 10.00 a.m. on Monday 8 September 2008.

The Directions Order identified Q-COMP as the applicant and Craig Hill as the respondent.

The matter was allocated to the Commission as constituted at 9.00 a.m. on Monday 8 September 2008.

At around about 9.20a.m. on the same day, the QIRC Registry provided the Commission, through the office of the Vice President, an email from Craig Hill that had been forwarded to the Registry and to Belinda Wadley, of Q-COMP at 4.47 p.m. on Saturday 6 September 2008. It is highly unlikely that the Registry or Ms Wadley received the email in question until the morning of Monday 8 September 2008.

Ms Wadley, for the record, is a legal officer employed by the Workers' Compensation and Regulatory Authority (Q-COMP) and appeared in today's matter instructing Mr Peter Rashleigh of Counsel.

The email of some two pages and 20 paragraphs addressed a range of issues in relation to WC/2008/17, the matter that had been set down for hearing at 11.30 a.m. today in Brisbane.

It would be reasonable to conclude from the email that Craig Hill was unlikely to present for WC/2008/17 in Brisbane on 8 September 2008.

The Commission opened proceedings in B/2008/72 at 10.00 a.m. and, in taking appearances, noted that the respondent in this matter, Craig Hill, was not in attendance.

The Commission instructed Associate Ms Button to call Craig Hill on the mobile number found in the email of 6 September 2008 that had been forwarded to the Queensland Industrial Relations Commission Registry.

The call was made on telephone equipment contained within the hearing room of the QIRC and after three or four rings was answered by a person identifying himself as Craig Hill.

Ms Button identified herself indicating she was calling on behalf of the QIRC. However, the person on the other end made a series of comments that could only be construed as he was not able to hear what Ms Button was saying.

The Commission directed Ms Button to terminate the call.

It should be noted that the telephone equipment in question had been subject to a test just prior to the commencement of the hearing and found to be in good working order.

The Commission, having considered the situation, determined that the strike out application would continue in the absence of the respondent, Craig Hill.

Mr Rashleigh, in his opening submissions, reaffirmed his oral application to have WC/2008/17 struck out, relying upon the *Industrial Relations (Tribunals) Rules 2000* and, in particular, r. 42:

'42 Failure to attend or to comply with directions order

(1) This rule applies if -

- (a) a party to a proceeding receives notice of a directions order made by the court, commission or registrar specifying a time, date and place for a hearing or conference in the proceeding; and
- (b) the party fails to attend at the hearing or conference.

- (2) This rule also applies if a party to a proceeding receives notice of a directions order made by the court, commission or registrar and the party fails to comply with the order.
- (3) The court, commission or registrar may -
 - (a) dismiss the proceeding; or
 - (b) make a further directions order; or
 - (c) make another order dealing with the proceeding that the court, commission or registrar considers appropriate; or
 - (d) make orders under paragraphs (b) and (c).'

Mr Rashleigh then went on to provide to the Commission a history of the matter relating to Craig Hill's failure to adhere to directions laid down by the Commission dating from 16 July 2008 through until 3 September 2008.

In going into some detail Mr Rashleigh informed the Commission that Craig Hill had, at times, exhibited similar behaviour in respect of not being able to hear proceedings by way of phone, had terminated hearings by disconnecting (hanging up) his phone and on occasions simply failing to attend by phone or other means.

An affidavit (Exhibit 1) was tendered by Ms Wadley, which contained evidence of measures undertaken by herself on behalf of Q-COMP to provide Craig Hill with documents requested by him.

An email was forwarded by Ms Wadley on 5 September 2008 at 3.57 p.m. to two email addresses for Craig Hill which included the email address mentioned earlier as being the address from which Craig Hill's email of 6 September 2008 to the QIRC Registry had been sent.

Ms Wadley's email (Exhibit 2) was said to have attached a copy of her affidavit (Exhibit 1) and drew attention to paragraph 13 of the affidavit which advised:

'Q-COMP seeks an order from the Queensland Industrial Relations Commission that the appellant has failed to comply with the Directions Orders issued on 16 July 2008 and request that the appeal be dismissed pursuant to r. 42(3)(a) of the *Industrial Relations (Tribunals) Rules 2000*'.

The affidavit went on to look at the actions of Ms Wadley on 19 August 2008 when she had cause to post a box of material to the appellant by registered post (RP39736607). The documentation related to matter WC/2008/17 and contained all of Q-COMP's documents from the Q-COMP list of documents in that matter. The affidavit further went to provide evidence of Ms Wadley having forwarded by registered post (RP34595084), to Craig Hill a list of witnesses and documents that Q-COMP may be relying upon in WC/2008/17. That list was sent on 22 August 2008.

On 26 August 2008, Ms Wadley forwarded other correspondence to Craig Hill by registered post (RP34595085), dealing with his failure to comply with the Queensland Industrial Relations Commission directions orders of 16 July 2008.

On 5 September 2008, Ms Wadley contacted Australia Post to inquire about the documents and other information forwarded to Craig Hill by registered post, at which time she was advised that the box of material sent on 19 August 2008 had firstly arrived at Goulburn North Post Office on 21 August 2008, and had been redirected to the Goulburn Post Office, where Craig Hill was said to have attended on 2 September 2008 but refused to collect the box of material. Subsequently that material was returned to Q-COMP on 5 September 2008.

According to the affidavit, the other registered post documents of 22 and 26 August 2008 were said, by Australia Post, to have been delivered to Craig Hill's stated address on 26 and 29 August 2008 respectively.

Mr Rashleigh submitted that Craig Hill had a history (WC/2008/17) of failing to comply with directions.

The box of documents referred to in Ms Wadley's affidavit had been requested by Craig Hill and then he had refused to collect them.

Craig Hill's failure to attend today's hearing was a further indication of his failing to adhere to any directions issued by the Commission, and to follow the due processes set down.

There was, according to Mr Rashleigh, a clear unwillingness to participate properly within that process.

Mr Rashleigh acknowledged that Craig Hill was a 'lay person' for the purposes of his involvement in the matters before the Commission.

It was also acknowledged by Mr Rashleigh that Craig Hill had an underlying pre-existing psychiatric condition.

The Commission was requested to dismiss the proceedings in line with r. 42 of the *Industrial Relations (Tribunals) Rules 2000*.

Finding

The Commission, in determination of the application, was limited to the extent that Craig Hill, in the first instance, had failed to appear in the proceedings and, secondly, that an attempt to include Craig Hill *via* phone had also failed.

The Commission was of the view that, based on a comment from Craig Hill towards the end of the aborted telephone call in which he took issue with 'having his time wasted', there was every likelihood that he was able to hear from the Commission end of the phone conversation, but chose to take the path that he did for whatever reason.

It would appear on the information before the Commission, by way of Ms Wadley's affidavit and the submissions of Mr Rashleigh, that Craig Hill has shown a blatant disregard for Direction Orders issued within WC/2008/17 appeal, and of the processes required to be undertaken by parties when prosecuting or defending an appeal or application.

Whilst Craig Hill may have the status of a 'lay person' and also be suffering a pre-existing underlying psychiatric condition it is nevertheless incumbent upon him as an appellant in WC/2008/17 to fulfil certain basic obligations identified in Directions Orders, so the matter can proceed in an orderly fashion.

The failure of Craig Hill to meet these obligations has had the effect that the substantive matter scheduled for hearing in Brisbane today at 11.30 a.m. would have, in the circumstances, been highly unlikely to proceed.

Whilst the Commission acknowledges that the substantive hearing was a hearing '*de novo*' there is no question that Q-COMP, because of the behaviour of Craig Hill, would have had their preparation impaired as a consequence of his behaviour.

The Commission, in considering the provisions of r. 42, is satisfied that, in respect of the strike out application, every reasonable step has been taken to provide Craig Hill with the relevant notice in respect of those proceedings.

Craig Hill failed to respond in any form whatsoever and, further, did not avail himself of the opportunity to appear by way of telephone when presented with such opportunity at the commencement of proceedings.

The material before the Commission indicates a pattern of blatant disregard for the Commission's directions and processes by Craig Hill, with little light on the horizon that his behaviour or attitude is likely to change for the better in the foreseeable future.

The Commission, in determining the application, gave some consideration to adjourning the matter to the Registry, thus, in some respects leaving the appeal WC/2008/17 'live'. However, in the circumstances the Commission can not see any benefit in that proposal.

The Commission also took into account the 'lay person' status of Craig Hill and the underlying psychiatric condition that had been advised to the Commission. I understand that the underlying psychiatric condition comes from another matter that had been subject to a claim for WorkCover.

It has been demonstrated before the proceedings that Craig Hill has not presented in a way that would suggest a genuineness in the prosecution of his appeal, and is unlikely to do so into the future.

Accordingly, the application to dismiss the proceedings in WC/2008/17 in accordance with r. 42(3)(a) is granted.

I order accordingly."

Dated 11 September 2008.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Appearances:
Mr P.B. Rashleigh, of Counsel, instructed by Ms B. Wadley of Q-COMP,
Applicant.

Hearing Details:
2008 8 September

Released: 11 September 2008

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 123 - form, effect and term of award

INDUSTRIAL REGISTRAR

NOTICE

Pursuant to s. 123(2)(b) and s. 123(3) of the *Industrial Relations Act 1999* the undermentioned Award ceased to have any effect as from 21 August 2004:

SEPR AUSTRALIA PTY LTD - AWARD 2001

Dated 8 September 2008.

G.D. SAVILL,
Industrial Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

UNITAB LIMITED EMPLOYEES AWARD - STATE 2003

(Gazette, 4 July 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

By deleting clauses 5.3.1 to 5.3.3 and inserting the following in lieu thereof:

5.3.1 *Adult full-time Employees*

The rates of pay for adult Employees per annum shall be as follows:

Classification Level	Award Rate Per Annum	
	\$	\$
Level 1	30,219.60	30,958.00
Level 2	30,958.00	35,682.20
Level 3	35,682.20	39,969.60
Level 4	39,969.60	42,278.40
Level 5	42,278.40	45,133.20
Level 6	45,133.20	50,525.60

5.3.2 *Adult casual Employees - Category 1 and Category 2*

- (a) The rates of pay for Category 1 (casual customer contact clerks, including telebet operators, raceday control clerks and branch clerks) Employees shall be as follows:

	Per Hour
	\$
Monday to Friday	20.1135
Saturdays	25.5635
Sundays	29.6135
Public holidays	35.1635

(b) Category 2 Employees (defined as all other casual clerks not defined as category 1 Employees) shall be paid as follows (in addition to overtime rates as applicable):

	Per Hour
	\$
Level 1	18.5150
Level 2	18.9625
Level 3	21.7455

5.3.3 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

UNITING HEALTHCARE ALLIED HEALTH ENTERPRISE AWARD - STATE 2005

(Gazette, 7 October 2005)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 5.2 and inserting the following in lieu thereof:

5.2 Salaries

5.2.1 The following scale of minimum award wages shall apply:

		Hourly \$	Fortnightly \$	Annually \$
Level 2	1	21.879	1,662.70	43,230
	2	23.009	1,749.00	45,474
	3	24.139	1,834.70	47,702
	4	25.279	1,920.90	49,943
	5	26.409	2,007.10	52,184
	6	27.539	2,092.90	54,415
Level 3	1	28.839	2,192.10	56,994
	2	29.679	2,255.40	58,640
	3	30.509	2,319.00	60,294
	4	31.349	2,382.20	61,937
Advanced	1	33.269	2,528.20	65,733
	2	34.329	2,609.20	67,839

5.2.2 *Sessional employees*

- (a) Sessional employees who are engaged under clause 4.4 of this Award shall be remunerated on the basis of a per patient session/consultation. Arrangements under clause 5.2.2 shall be detailed in a written agreement between the employer and employee.
- (b) Sessional employees engaged as such shall be paid the following rates per session or consultation:
 - \$25.29 per patient consultation where the consultation is less than 30 minutes duration
 - \$30.90 per patient consultation where the consultation is more than 30 minutes duration
- (c) Patient consultation time shall be determined by the employer.
- (d) No other provision, other than those prescribed in clause 1.3.3, shall have application.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net or arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.3 Employees who hold a 4 year degree or similar qualification, shall be appointed to paypoint 2 in Level 2.

2. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.3.3(a)	11.26	11.69
5.3.3(b)	15.70	16.30
5.3.3(c)	22.30	23.15
5.3.5	10.47	10.87

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

**UNITING HEALTHCARE CLERICAL EMPLOYEES
ENTERPRISE AWARD - STATE 2004**

(Gazette, 18 March 2005)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting Schedule 1 inserting the following in lieu thereof:

Schedule 1 - Wage rates

Level 1	Per Week
	\$
1.1	597.10
1.2	608.40
1.3	619.50
1.4	630.70

Level 2	Per Week \$
2.1	641.80
2.2	653.10
2.3	664.20
2.4	670.50
Level 3	
3.1	703.30
3.2	720.00
Level 4	
4.1	732.60
4.2	747.90
Level 5	
5.1	786.90
5.2	803.70
Level 6	
6.1	838.20

NOTE: The rates of pay in the Award are intended to include the arbitrated wage adjustment payment under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount of rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

2. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.6.4(a)(i)	14.20	14.74
5.6.4(a)(ii)	21.32	22.13
5.6.4(a)(iii)	28.41	29.49

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

UNITING HEALTHCARE ENTERPRISE AWARD - STATE 2003

(Gazette, 18 July 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 2.1 of Schedule 1A and inserting the following in lieu thereof:

2.1 Wage Rates - Linen Workers

Level	Wage rates
	Per Week
	\$
L1 Trainee	614.60
L2 A	644.60
L2B Leading hand	654.60
L3 Trade	704.60

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wages prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Junior Rates:

Under 18 years of age	65%
18 and under 19 years of age	75%

2. By deleting the wage rates in Schedule 2 and inserting the following in lieu thereof:

SCHEDULE 2 - WAGES

Classification Level	Weekly rate
	\$
Level 1.1	612.70
Level 1.2	632.50
Level 1.3	640.50
Level 1.4	651.50
Level 2.1	679.20
Level 2.2	694.90
Level 2.3	709.50
Level 2.4	720.60
Level 3.1	733.90
Level 3.2	747.20
Level 3.3	760.50

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wages prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Junior Rates: % of Level 1.1
 Under 18 years of age 65
 18 and under 19 years of age 75

3. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.9.3(a)	3.50	3.60
5.9.3(c)	73c	76c
5.9.4	6.50	6.70
5.12.1(a)(i)	15.18	15.76
5.12.1(a)(ii)	22.77	23.64
5.12.1(a)(iii)	30.36	31.51

Dated 22 August 2008.

G.D. SAVILL,
 Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

VAN SALES PERSONS AWARD - NORTHERN AND MACKAY DIVISIONS 2002

(Gazette, 3 January 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

By deleting clause 5.1.1 and inserting the following in lieu thereof:

5.1.1 The minimum remuneration shall be:

	Award Rate Per Week
	\$
<i>Mackay Division</i>	
Town or Local Van Sales Person	615.80
Country Van Sales Person	641.30
Probationary Van Sales Person	
Town or Local	603.80
Country	626.10
<i>Northern Division - Eastern District</i>	
Town or Local Van Sales Person	615.95
Country Van Sales Person	641.45
Probationary Van Sales Person	
Town or Local	603.95
Country	626.25

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

VAN SALESPERSONS' AWARD - SOUTHERN DIVISION 2003

(Gazette, 14 March 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

By deleting clause 5.1.1 and inserting the following in lieu thereof:

5.1.1 The minimum weekly wage rates payable to the following classes of employees shall be as follows:

	Award Rate Per Week
	\$
Town or Local Van Salesperson	615.00
Country Van Salesperson	641.10
Town or Local Van Salesperson (Probationary)	602.70
Country Van Salesperson (Probationary)	625.50

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by Employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

The minimum remuneration for a trainee Van Salesperson shall be calculated as follows:

	Percentage of Award Rate
	%
Under 19 years of age	65
19 years of age	75
20 years of age	85

Provided that no Van Salesperson will be reduced in their present weekly wage as the result of the inclusion of the above remuneration for "trainee Van Salesperson".

The minimum remuneration shall be paid weekly or fortnightly, and the payment of commission shall be arranged by mutual consent between employer and employee.

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

VETERINARY PRACTICE EMPLOYEES' AWARD - STATE

(Gazette, 13 December 2002)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 5.2.1 and inserting the following in lieu thereof:

5.2.1 The minimum rates of wages payable to the following classes of employees found as set out in Appendix 1 in Southern Division Eastern District shall be as follows:

Classification	Adult Rate Per Week
	\$
Introductory (Less than 3 months)	552.00
Level 1	559.26
Level 2	584.91
Level 3	610.56
Level 4	651.60

2. By deleting clause 5.3 and inserting the following in lieu thereof:

5.3 Savings

An employee who, prior to the commencement of the Award, was in receipt of wages superior in any respect to the wages prescribed by this Award, shall not have their wages reduced by virtue of the Award coming into force. No employee shall suffer a reduction in their overall employment conditions through the coming into force of this Award.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

3. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.5.5	1.83	1.90
5.5.6(a)	14.28	14.82
5.5.6(b)	21.44	22.25
5.5.6(c)	25.00	25.95

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

WHITSUNDAY CHARTER BOAT INDUSTRY AWARD - STATE 2005

(Gazette, 24 June 2005)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

By deleting clause 5.2 and inserting the following in lieu thereof:

5.2 Wages

Classification	Daily rate	Daily rate
	full/part-time \$	casual \$
Crew Level 1	107.82	132.62
Crew Level 2	116.02	142.70
Crew Level 3	123.28	151.63
Dive Instructor/Dive Master	124.19	152.75
Coxswain - Master of vessel less than 12m	135.10	166.17
Master V - 12m to 24m vessel - 1st year increment	157.82	194.12
Master V - Experienced or 2nd year increment	176.02	216.50
Master IV	198.73	244.44

5.2.1 The wage rates set above have been calculated to include compensation for weekend and public holiday penalties.

- (a) NOTE: For further increases to the casual loading rate on 1 October 2006 and 1 October 2007, refer to clause 4.1.1(a)(iii).
- (b) The above wage rates shall be increased in accordance with general ruling or general policy decision relating to safety net, or living wage, or like increases awarded by the Commission and operative from the first full pay after the operative date nominated by the Commission.
- (c) The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

(d) No employee shall suffer a reduction of his or her wage rate as a result of the implementation of this Award.

5.2.2 Allowances

Allowances	Daily rate full/part-time \$	Daily rate casual \$
MED II allowance	23.15	23.15
MED III allowance	11.57	11.57
Outer reef allowance	11.57	11.57

(a) Payment of the MED II or III allowance shall only be paid to employees if the ticket is required for the vessel, and is paid per day for the duration of the voyage/charter or tour.

(b) Payment of the outer reef allowance shall only be paid to Masters where the itinerary requires outer reef work, and is paid per day for the duration of the voyage/charter or tour.

5.2.3 Casual employees

Casual employees shall be paid at the rate applicable to the vessel and classification on or in which the employee is engaged for the time being not the rate applying to the ticket they hold, e.g. Master IV ticket on a Coxswain vessel is paid Coxswain wage.

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

WINE AND SPIRIT STORES AWARD - SOUTH-EASTERN DISTRICT 2002

(Gazette, 29 November 2002)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 5.1.1 and inserting the following in lieu thereof:

5.1.1 The minimum rates of wages payable to employees shall be as follows:

Classification	Relativity	Total Wage Rate Per Week \$
Level 3:		
Warehouse/Liquor Store Supervisor	100%	645.80
Order Assembler	100%	645.80
Level 2:		
Sales Attendant	92.4%	612.10
Level 1:		
All Other Employees	88%	593.70

Provided that an employee acting as a Warehouse/Liquor Store Supervisor shall be paid the Warehouse/Liquor Store Supervisor's rate of pay.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- 2. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.2	8.15	8.46
10.4	2.50	2.60

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

**WOOLCLASSERS AND SHEEP SHEARING MACHINE
EXPERTS AND GRINDERS' AWARD - STATE 2003**

(Gazette, 3 October 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

- 1. By deleting 5.2.1(a) and inserting the following in lieu thereof:

5.2.1 (a) Piecework rate

For carrying out the duties described in clause 5.3 of this Award, a Woolclasser (other than a trainee Woolclasser) shall be paid at the rate of \$188.32 per thousand sheep and/or lambs.

- 2. By deleting 5.2.1(c) and inserting the following in lieu thereof:

(c) Guaranteed weekly minimum earnings

The employer shall pay the Woolclasser at the rate set out below, if the piecework earnings from woolclassing over the whole of the employment fall short of the relevant weekly amount for the same period.

	Minimum per week \$
<i>Number of stands</i>	
3 and 4 stands	685.50
5 and 6 stands	686.50
7 stands	689.10
8 to 10 stands	691.10
11 to 15 stands	693.10
Over 15 stands	697.10

3. By deleting 5.2.1(e) and inserting the following in lieu thereof:

(e) Shearing Shed Experts

For carrying out the duties described in clause 5.1.2 a Shearing Shed Expert shall be paid as follows:

When working in sheds of from 5 to 8 stands	616.95
For each additional stand exceeding 8	0.60

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

4. By deleting 5.4.1(a) and inserting the following in lieu thereof:

(a) Woolclasser -

Number of stands	Delay rate per day \$
3 and 4 stands	68.55
5 and 6 stands	68.65
7 stands	68.91
8 to 10 stands	69.11
11 to 15 stands	69.31
Over 15 stands	69.71

5. By deleting from the clause listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.3.1(b)	14.30	14.80

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

**WOOL CLASSERS AND WOOL SORTERS (OTHER THAN WOOL CLASSERS AND WOOL SORTERS
EMPLOYED IN SHEARING SHEDS) AWARD - SOUTH-EASTERN DIVISION 2003**

(Gazette, 14 February 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 5.1 and inserting the following in lieu thereof:

5.1 Wages

5.1.1 The minimum rates of wages payable to the following classes of employees shall be:

	Award Rate Per Week \$
Overlooker	640.70
Wool Sorters	620.30
Head classer or sorter in charge shall be paid the rate of \$7.30 per week extra on the rate for Wool Sorters.	
Wool pressers, not covered by any other Award	594.20
Maintenance Men	600.00
Men employed receiving, weighing and despatching wool	594.20
Labourers	589.70
Employees driving Hysters shall be paid an extra \$3.53 per day whilst so engaged.	

5.1.2 The minimum hourly rates of wages payable to employees employed as casual hands shall be 1/40th of the appropriate weekly rate of wages plus 23%.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

2. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.2.1	1.871805c	1.888268c
5.2.4	30c	31c
5.4.1	62.15c	64.5c

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

WORKCOVER QUEENSLAND AWARD - STATE 2003

(Gazette, 30 May 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

By deleting Schedule A and inserting the following in lieu thereof:

SCHEDULE A - SALARIES

1.1 Fortnightly salary is determined by dividing annual salary by 26.0893 and rounding to 10 cents.

1.2 Salaries payable are as follows:

Grade	Pay Point	Per Fortnight \$	Per Annum \$	
1	1	888.60	23,184	
	2	911.50	23,780	
	3	1,015.60	26,496	
	4	1,038.40	27,092	
	5	1,079.00	28,151	
	6	1,101.90	28,748	
	Age 21	7	1,269.50	33,171
		8	1,288.60	33,671
		9	1,307.80	34,171
		10	1,327.00	34,671
		11	1,346.10	35,171
		12	1,369.10	35,771
		13	1,388.30	36,271
		14	1,411.30	36,871
		15	1,430.40	37,371
		16	1,449.60	37,871
		17	1,468.80	38,371
		18	1,491.80	38,971
Graduate	19	1,510.90	39,471	
	20	1,537.80	40,171	
	21	1,560.80	40,771	
	22	1,583.80	41,371	
	23	1,606.80	41,971	
	24	1,633.60	42,671	
	25	1,660.40	43,371	
	2	1	1,629.80	42,571
		2	1,652.80	43,171
		3	1,683.40	43,971
		4	1,706.30	44,567
5		1,733.10	45,267	
6		1,763.80	46,067	
7		1,790.60	46,767	
8		1,825.10	47,667	
9		1,855.80	48,467	
10		1,886.40	49,267	
11		1,913.30	49,967	
3	1	1,882.60	49,167	
	2	1,909.40	49,867	
	3	1,940.10	50,667	
	4	1,966.90	51,367	
	5	1,993.70	52,067	
	6	2,024.40	52,867	
	7	2,051.20	53,567	
	8	2,085.70	54,467	
	9	2,116.40	55,267	
	10	2,154.70	56,267	
	11	2,181.60	56,967	

Grade	Pay Point	Per Fortnight \$	Per Annum \$
4	1	2,139.40	55,867
	2	2,170.10	56,667
	3	2,196.90	57,367
	4	2,227.60	58,167
	5	2,258.20	58,967
	6	2,292.70	59,867
	7	2,323.40	60,667
	8	2,377.00	62,067
	9	2,419.20	63,167
	10	2,453.70	64,067
	11	2,484.40	64,867
5	1	2,423.00	63,267
	2	2,457.50	64,167
	3	2,495.90	65,167
	4	2,549.50	66,567
	5	2,587.90	67,567
	6	2,630.00	68,667
	7	2,679.80	69,967
	8	2,722.00	71,067
	9	2,768.00	72,267
	10	2,817.80	73,567
	11	2,856.20	74,567

1.3 Pay points 1 to 6 in Grade 1 are junior rates calculated as a percentage of the minimum age 21 rate (pay point 7) as follows:

Pay Point	Percentage of Pay Point 7
1	70.0
2	71.8
3	80.0
4	81.8
5	85.0
6	86.8

The rates of pay in this Award include rates from the Workcover Queensland Agreement 2000 - Certified Agreement as at 1 January 2002.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999***XSTRATA QUEENSLAND LIMITED - PORT OPERATIONS AWARD - STATE 2005****(Gazette, 2 September 2005)**

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting clause 5.1 and inserting the following in lieu thereof:

5.2 Wage rates

5.2.1 The minimum rates to be paid to the classes of employees specified in clause 5.2 shall be as set out below.

Classification	Relativity	Per Week \$
Tradesperson	(C10)	683.60
"	(C9)	691.80
"	(C8)	702.00
"	(C7)	722.80
"	(C6)	767.90
Labourer	(C13)	612.70
Storeperson	(C12)	621.30
Terminal operator	(BH5)	625.60
	(BH4)	686.80
	(BH3)	688.30
	(BH2)	696.60
	(BH1)	702.60

5.2.2 *Apprentices*

The rates of pay for apprentices for all purposes shall be as follows:

	Per week \$
1st year	\$334.80
2nd year	\$416.09
3rd year	\$524.50
4th year	\$605.80

Note 1: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed by the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

2. By deleting from the clauses listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
5.3.1	61.73	64.03
	50.63	52.53
	73.77	76.57
	28.49	29.59
	76.85	79.75
	14.82	15.42
5.3.2	1.06	1.06
	5.22	5.42
	7.90	8.20
	10.33	10.72

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

YOUTH WORKERS' AWARD - DEPARTMENT OF COMMUNITIES 2003

(Gazette, 15 August 2003)

PURSUANT to the Declaration of the Commission as to a General Ruling made on 7 August 2008, the said Award is amended as follows as from 1 September 2008:

1. By deleting Schedule 1 and inserting the following in lieu thereof:

SCHEDULE 1

Salaries

Operational Stream Level	Paypoint	Total wage rate per fortnight \$
OO3	1	1,474.30
OO3	2	1,504.80
OO3	3	1,536.90
OO3	4	1,570.10
OO4	1	1,634.00
OO4	2	1,683.00
OO4	3	1,732.20
OO4	4	1,780.80
OO5	1	1,824.20
OO5	2	1,880.50
OO5	3	1,937.00
OO5	4	1,993.50

The above rates of pay incorporate adjustments based upon the State Government Departments Certified Agreement 2003 (CA/2003/377) as at 1 August 2005.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent

amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements and Award amendments to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

2. By deleting from the clause listed in the first column of the Schedule, the amount in the second column, and inserting the amount in the third column in lieu thereof:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	\$	\$
6.5	1.359	1.4105

Dated 22 August 2008.

G.D. SAVILL,
Registrar.

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