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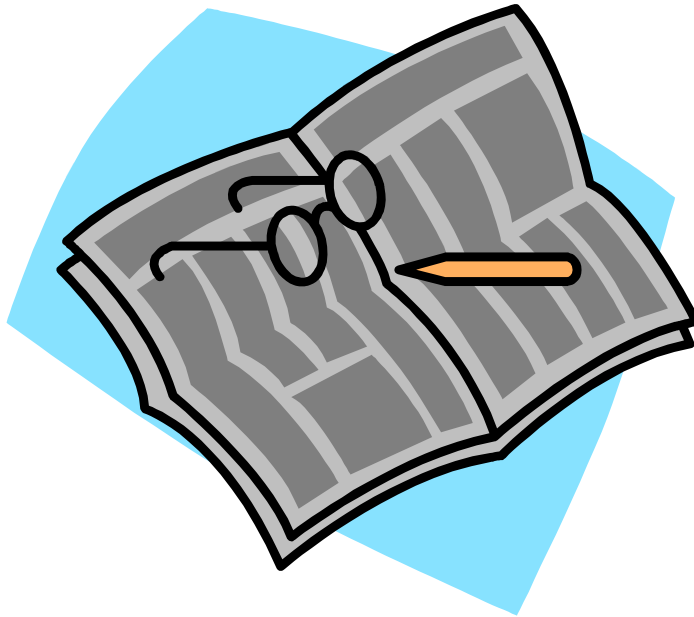
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Easy HR Newsletter
August / September 2003

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Easy HR Training Update

OHS Consultation

Workcover NSW Accredited

This course is compulsory training for OHS committee members and OHS representatives.

We still have vacancies on our 4 day public courses held at Parramatta. Our Parramatta venue has plenty of free onsite parking.

September 16, 17, 23 24

October 15, 17, 22, 24

November 6, 7, 13, 14

December 9, 10, 16, 17

Course Cost: \$450.00+\$45.00 GST = \$495.00.

Risk Management For Line Managers & Supervisors

Workcover NSW Accredited

We still have vacancies on our 2 day public courses held at Parramatta.

September 29, 30

November 20, 21

Course Cost: \$370.00+\$37.00 GST = \$407.00.

Manual Handling Awareness

Workcover NSW Accredited

Understand the requirements of the Manual Handling National Code of practice, and how to identify and eliminate manual handling hazards in the workplace.

Apply now for our ½ day public course at Parramatta.

Course Cost: \$150.00+\$15.00GST = \$65.00

October 10

December 15

Regional NSW Training

We have recently launched our regional NSW training value package. If you are located outside of Sydney, please contact us, to find out more about this package.

Apply for a course

To obtain a public course application form, visit our website or send a blank email to apply@easyhr.com.au. Our automatic secretary will send you an application form.

All our public courses can be conducted in-house, anywhere within NSW.

Please contact us for details – inhouse@easyhr.com.au

Unfair Dismissal Threshold Increased

The remuneration limit applying to employees who seek access to the "unfair dismissal" provisions of the federal *Workplace Relations Act 1996* was increased to \$85,400 (from \$81,500) on 1 July 2003, in line with the Act's indexing provisions.

The maximum amount of compensation that a non-award employee may receive was also increased to \$42,700 (from \$40,800) on 1 July.

These increases also apply to the NSW *Industrial Relations Act 1996*, which has similar provisions for calculating its limits.

Did You Know ?

The word *mattress* originally meant "place to throw things."

The Atlantic Ocean is saltier than the Pacific.

A *Selenologist* is someone who studies the moon.

Extra Two Hours Travel Unreasonable

The Australian Industrial Relations Commission (AIRC) found that an employer was unreasonable in its demand that an employee travel an extra two hours per day.

The employee had begun working for the employer at its Regional Office, which was 10 minutes from home. When that branch office was closed down, the employer asked the employee to move to their office in the City of Melbourne.

The AIRC said that the move did not constitute an offer of reasonable alternative employment.

As well as the extra travel involved, the employee would have had difficulties meeting her family responsibilities and continuing with her studies.

The Commission therefore found that her termination was at the initiative of the employer, rather than at the initiative of the employee as argued by the employer.

The Commission ordered the employer to pay redundancy benefits because the employee's termination did in fact amount to a redundancy.

Although the employer's budgetary constraints were a valid reason for termination, the termination was harsh, unjust or unreasonable.

It is worth noting that in this case the employer was in fact the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Sylvie Fusco v Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
AIRC, (Acton SDP), 29 May 2003

Court Blunder leads to Company Being Denied Opportunity To Appeal

A Deputy President of the NSW Industrial Commission denied an employer the right to appeal out of time, even though the employer's delay was due partly to the Commission's own administrative practices.

An employee's claim for compensation was heard by an arbitrator on 11 December 2002 and an award was made in her favour. However this determination was not posted to the parties until 10 January 2003 — two days after the employer's right to appeal had expired.

Taking this into account, the Deputy Registrar allowed the employer until 5 February 2003 to bring appeal. However, the employer did not take this action until 10 February.

When the matter came before *Fleming* DP, he found that the Commission had no power to extend the 28-day period a party has to appeal the arbitrator's finding.

Although the NSW workers compensation legislation gives the Minister the power to create rules for the Commission in relation to the extension of time, there is nothing in the current Rules of the Commission (*Interim Workers Compensation Commission Rules 2001*) that gives effect to that authority. As a result the company was denied the chance to have its appeal heard.

The Deputy President noted the injustice, and concluded by stating that "The Appellant's right to apply for leave to appeal has clearly been thwarted by an administrative error of the Commission,"

Inghams Enterprises Pty Limited v Michelle Zarb (Workers Compensation Commission of New South Wales, *Fleming* DP, 16 May 2003).

National Code For Preparing MSDS

The National Occupational Health and Safety Commission (NOHSC) has declared the second edition of the *National Code of Practice for the Preparation of Material Safety Data Sheets (MSDS)* [NOHSC: 2011 (2003)].

Copies of the new MSDS code can be obtained from www.nohsc.gov.au.

This revision addresses various technical elements, particularly to maintain currency with international developments such as the Globally Harmonised System of Classification and Labelling of Chemicals.

The code was also expanded to incorporate the information provisions of the *National Standard for the Storage and Handling of Workplace Dangerous Goods* [NOHSC: 1015 (2001)].

Although NOHSC agreed to declare the new MSDS code on 24 April 2003, in order to minimise the impact on industry and allow time for all the jurisdictions to amend their regulations, the code should not come into effect until 24 April 2006.

From The Court Room

Asked of a defendant during a case involving a motor vehicle accident:

Q: What gear were you in at the moment of the impact?

A: Gucci sweats and Reeboks.

Thought For The Day

Hardwork pays off in the future. Laziness pays off today

Emergency Service Volunteers Protected

New Federal laws to protect the jobs of emergency services volunteers have commenced.

It is now against the law to dismiss an employee who is absent from work while involved in voluntary emergency management duty.

It would however be expected that any absence from work would be *reasonable*.

The Explanatory Memorandum states that "there would be an expectation that the employee would seek the employer's consent before absenting himself or herself from the workplace". However, it notes that this may not always be possible.

The Explanatory Memorandum continues that the duration of the absence would have to be reasonable in all of the circumstances, and the size of the employer's business should also be taken into consideration.

No right or entitlement to pay during an employee's absence from work has been created by the new legislation.

The *Workplace Relations Amendment (Protection for Emergency Management Volunteers) 2003* commenced on 16 July 2003

OHS Training Pays Off

Research has shown that Occupational Health and Safety Representative (OHSR) training can help turn around entrenched views about safety.

Researchers at the University of Ballarat conducted a postal survey of OHSRs, selected from the SA WorkCover Corporation database. It was found that generally OHSRs favour safe person solutions over safe place solutions. Their model of prevention falls very much toward the low end of the hierarchy of controls.

It was also found that an immediate improvement in the way OHSRs judged effective solutions to safety problems was observed following training.

It is vital that OHSRs have a clear understanding of accident causation. More importantly, they should have a clear understanding of the control-at-source and hierarchy of control models if they are to be influential and participate in the development and implementation of good OHS practice.

In small business, where safety representatives may be one of the few sources of OHS knowledge, clear understanding of control measures is important. The hierarchy of controls and risk management are core components of our OHS Consultation & Risk Management For supervisors Course.

Contact us to find out more about these courses: hierarchy@easyhr.com.au / (02) 9412 3110

Farmer fined for intimidating Workcover Inspector

A farmer from Victoria's north was found guilty of intimidating a WorkSafe inspector after he threatened to stuff a shotgun up the inspector's nose.

The Swan Hill Magistrates Court was told that an inspector had visited the property of William Craig Sutton on July 2 last year and issued two improvement notices over a dangerous fertiliser conveyor.

The Court heard that Sutton later told the inspector over the phone that he had no legal right to go onto his property and that "the only thing you'll get from me is a shotgun stuffed up your nose."

The inspector said he took the threats seriously and was concerned for his safety.

Subsequent investigations by WorkSafe found Sutton was the registered owner of firearms.

Although Sutton pleaded not guilty to intimidating and threatening an inspector in breach of the *Occupational Health and Safety Act*, he was found guilty by Magistrate Ross Betts, who ordered him to pay \$1,800 in costs and placed him on a 12-month good behaviour bond.

WorkSafe executive director John Merritt said the *Occupational Health and Safety Act* gave inspectors the authority to visit any workplace at any time to ensure they were safe.

"The inspectors' job is to protect people from being injured or killed at work," he said.

Alien Able to Sue Employer

A Queensland court has rejected an employer's argument that an injured worker was not entitled to sue for damages because he was an illegal immigrant.

The worker began employment with the company in question in February 1998 and injured his knee in a cold store in August 2000. He received weekly compensation, medical treatment and rehabilitation for the injury from December 2000 until June 2002 when he ceased employment.

Between December 1996 and January 2002 the worker did not hold a valid visa to reside in Australia and was therefore an unlawful non-citizen under s14 of the Migration Act. He was granted a bridging visa in January 2003 that did not permit him to work in Australia, which was cancelled later that year as a result of him working. The worker has since voluntarily returned to Bangladesh.

In the Supreme Court of Queensland, the employer sought a declaration that the man was not a worker within the meaning of s12(1) of the WorkCover Queensland Act, which requires a worker to have worked under a valid contract of service. Such a declaration would prevent the worker from claiming damages and entitle the employer to repayment of compensation paid to him. It argued that as he was working in breach of s235(3) of the Migration Act, the purported contract of service between the company and the worker was prohibited and void.

The worker conceded that s12 of the WorkCover Queensland Act does not apply to a person employed under a contract which is illegal, however, he said that even if he did commit an offence against the Migration Act, it did not follow that the contract of service was illegal and void. His lawyer argued that s235(3) of the Migration Act does not expressly state that a contract providing for performance of work in breach of that provision is void or illegal.

Justice Debra Mullins agreed with the worker that s235(3) of the Migration Act did not impliedly prohibit the entry into and performance of a contract for work that results in a breach of that provision. She accepted that the penalty imposed for a breach of s235(3) of the Migration Act, being a fine of up to \$10,000, liability to detention and deportation, were sufficient sanctions to protect the public and to serve the purpose of the Migration Act.

Justice Mullins said: "I am not persuaded that public policy requires the court to refuse to enforce the rights which accrue to the [worker], as a result of entering into a contract of employment with the [employer]. "The fact remains that the [worker] undertook work in the course of a normal employee/employer relationship with the [employer]. It would advantage the [employer] and any insurer under the WQA, if the [worker] as an unlawful non-citizen were not entitled to pursue the right to seek compensation and/or damages, as a result of being injured in the course of employment." She ordered that the employers application be dismissed, therefore enabling the worker to sue for damages.

Manager Hit By Roof Tile

A manager who was hit by a roof tile which was thrown over the edge of a roof failed to prove that the person he sued in court had been responsible for the roof work.

The director of a construction company was acting as the site manager at the construction of a single-storey home.

On 6 February 1997, he went outside to get some materials. He saw his wife arriving, and waited outside for her to get out of her car.

As he stood there, he heard someone call out and then something hit him on the head.

The manager's wife had seen a man on the roof walking towards the front with a tile in his hand. She could not see his face, as it was obscured by a cap. The man threw the tile over the edge and it hit the manager who was standing below.

The manager sued the person responsible for all the tiling work on the roof in negligence, claiming that he was vicariously liable for whoever had thrown the tile.

The District Court of NSW found there could be little doubt that the person who threw the tile had been negligent, however, the manager's evidence did not prove that the person had been an employee or agent of the man he had sued.

It could have been anybody working on the site. As a result the court dismissed the manager's claim.

The manager appealed and the Court of Appeal of the Supreme Court of NSW examined the evidence.

It was found that the construction company had contracted out the tiling of the roof. In addition, the contractor had subcontracted all or some of the work to someone else, who in turn may have subcontracted work to a further subcontractor.

The documentation available did not clarify the scope of all the subcontracts and, because of the gaps in the evidence, it could not be established that the defendant had been in sole control of the roof at the time.

The court also suggested that the manager could have obtained better evidence. He could have called the man who was thought to have thrown the tile as a witness and asked him who he worked for to establish his relationship with the defendant.

The Court of Appeal could not find that the trial Judge had erred, and the appeal was dismissed.

Winn v Smith [2003] NSWCA 105, 16 May 2003.

Boral Bricks Fined \$130 000

Boral Bricks Pty Ltd was fined \$130,000 on 18 July in the NSW Industrial Relations Commission.

On 10 January 2000, kiln operator Colin McArthur entered a pre-heater tunnel to remove a kiln car pusher chock. He became trapped between two brick carts in a 2.5 metre high pre-heating tunnel at the kiln.

The heat in the pre-heater tunnels ranged from 100°C to 130°C. The hot air supply to the tunnel had not been turned off while Mr McArthur was working.

Boral pleaded guilty to three charges under sec 15(1) and 16(1) of the *Occupational Health and Safety Act 1983* (NSW) for failing to ensure the health, safety and welfare of Mr MacArthur, the three others injured, and a subcontractor placed at risk.

A WorkCover investigation showed that Boral had failed to provide appropriate safety measures and training for rescuing personnel. Although there were verbal procedures at Boral, Justice Staunton said their informal nature was inadequate, as an employee's failure to follow those procedures exposed him to significant risk of injury. Boral had also failed to comply with confined spaces work requirements and procedures in Australian Standard AS2865-1986 under reg 5 of the *Occupational Health and Safety (Confined Spaces) Regulation 1990* (NSW).

Justice Staunton said given the manual placement of the chock in the preheater tunnels, requiring employees to enter the pre-heater tunnel with the possibility that the heat and haulage system may not be disconnected, the risk to safety had been clearly foreseeable and could be easily remedied. After the accident, Boral replaced the manual chocking procedure with a multi-dog indexing pusher coordinated with the pre-heater haulage to enable continuous automatic kiln car indexing. With this change, the kiln operator was no longer required to place a chock in the pre-heater tunnel.

In fining Boral \$43,333 on each of the three charges, Justice Staunton said that the company had taken an attitude of complacency towards occupational health and safety at the kiln since acquiring the property in 1999.

WorkCover Authority of New South Wales (Inspector Lancaster) v Boral Bricks Pty Limited [2003] NSWIRC 216.

Source: Workcover NSW

And The Doctor Said ...

One day I had to be the bearer of bad news when I told a wife that her husband had died of a massive myocardial infarct. Not more than five minutes later, I heard her reporting to the rest of the family that he had died of a "massive internal fart."

40 Winks On The Job

It is very difficult for an employee to perform their job adequately if they are asleep. As a result we may be justified in terminating the employment of a worker we found "*kiping*" on the job.

However, if a termination for sleeping on the job does not involve procedural fairness, it will be held to be unfair by the industrial relations commission (IRC).

This was the case when the Australian Industrial Relations Commission awarded a 60 year old night shift supervisor with 25 years' service \$9,390 compensation for his dismissal. He may have been asleep, but he wasn't given a fair go in being able to explain his extended rest break.

The IRC made it clear that the question of whether sleeping at work constitutes a valid reason for termination depends on the circumstances of the situation. Issues such as the nature of the employee's work, their responsibilities and the frequency and duration of their sleeping are all relevant. Sometimes a single instance of sleeping has constituted a valid reason for termination.

In this case the Commission found there was a valid reason for this termination. The employee had slept at work, despite an undertaking that he would not do so, and he had destroyed a log sheet in a deliberate effort to conceal the allegation that he had been asleep during the shift.

However, the Commission held that he was not given a 'fair go'. He had been suspended and then terminated. He should have been warned that if he slept at work his employment would be at risk. In addition there was no final warning, nor did he receive adequate support from his immediate supervisor and other members of management.

R C Barclay and Nylex Corporation Pty Ltd, AIRC, (Ross P), PR932226, 30 May 2003

Silo Operator Fined For Failure To Identify & Control Risks

The operator of a grain silo has been fined \$87,500 for failing to control overhead powerline risks and warn truck drivers about the danger.

On 16 November 1999, the driver of a prime mover and tipping trailer was waiting in a queue of vehicles for a load of grain at a silo.

The driver decided to raise his trailer to ensure it was free of canola, which had been the previous load. While leaning on the trailer door, he received an electric shock. The tray had come in contact with the power lines carrying 22,000 volts.

The silo owner was prosecuted for breach of sec 16(1) of the *Occupational Health and Safety Act 1983* (NSW). They pleaded guilty.

After the accident, signs were erected to warn of the overhead danger. In addition, all site managers were advised that drivers were not to dump their trucks other than at authorised dumping sites.

The site induction program was amended to include warning about the powerlines. Brightly coloured plastic-covered wires were attached to the powerlines as a further warning.

Although the Industrial Relations Commission of NSW did not consider that the risk of injury at the site had been extremely high, the silo owner had a previous safety conviction and was convicted and fined \$87,500.

Inspector Evans v Graincorp Operations Ltd [2003] NSWIRComm 153, 16 May 2003

Email Not Accessible By Union

A Full Bench of the Australian Industrial Relations Commission has overturned a decision to permit the CPSU and MEAA access to the Seven Network's email facilities during the negotiation of a new certified agreement.

The dispute centred on a clause of the existing certified agreement which said that the company would provide workplace union representatives with "reasonable paid time and facilities to represent employees" (clause 16).

The unions argued that "reasonable ... facilities" included the ability to access the company's email system.

While denying that the correct interpretation of the provision included email access, Seven was willing to offer union access to its email system for the purpose of informing delegates and members of the unions' proposal with regard to the new agreement.

This offer entitled the unions to email bulletins in relation to the enterprise bargaining agreement to its delegates and members. Delegates and members were not entitled to use the email system to distribute these bulletins to any other person.

On appeal, the Full Bench suggested that there was no evidence that the withdrawal of email facilities to the unions was impacting on their ability to represent their members.

"We make this finding in the context of a range of facilities being made available by the company to the unions' workplace representatives which meet the requirements of clause 16.1(c)."

"We are unable to find that the withdrawal of email facilities to the unions is a dispute over the application of clause 16.1(c) of the agreement because the obligation on the company under that clause is met if the company is providing workplace union representatives with reasonable facilities to represent employees."

"On the evidence, the company was providing reasonable facilities notwithstanding its withdrawal of the email system to the unions."

Seven Network (Operations) Limited, Re CPSU, the Community and Public Sector Union v Seven Network (Operations) Limited [2003] AIRC, PR933766, 1/7/03, Marsh SDP, Cartwright SDP, Redmond C

A New Perspective On Dress Code

Researchers from New York have found that men who knot their ties too tightly are putting themselves at increased risk of glaucoma.

The study, which monitored the internal blood pressure of one eye in 20 healthy men and 20 male patients with glaucoma, found that 60% of those with the condition and 70% of those with healthy eyes suffered an increase in internal eye blood pressure after wearing a tie for three minutes.

The study claimed: "The pressure increase is real but would not have been present had the patient not had the constriction around his neck."

Wearing a tie can constrict the jugular vein which results in a rise in blood pressure, particularly in the eyeball. The study, which appeared in the *British Journal of Ophthalmology* said: "A tight necktie can be considered a risk factor in men who prefer to wear tight neckties, men with thick necks and white-collar professionals."

Source: CCH

When Is a Termination A Termination

In a recent case, the Full Bench found that the following exchange amounted to a termination by the employer. The case involved two employees, Mr & Ms Anastasios.

The first employee, Mr Anastasios, asked a question of the employer, HCF Australia Pty Ltd, in words to the effect, "So where do we go from here?"

HCF: "I don't believe there is anywhere to go".

Mr Anastasios: "Is there any point in discussing this any further?"

HCF: "I don't believe so".

Ms Anastasios: "So when do you want us to finish?"

HCF: "Right now".

The Full Bench construed these remarks from the employer as conveying the following information:

1. There was no prospect of resolution of the issues.
2. Further discussion would not provide a resolution of the issues.
3. The employer's desire was for the employment of the respondents to terminate forthwith.

As a result the Full Bench found in favour of the employees.

"In our assessment of the evidence we find that the conveying by the appellant of the information referred to above to the respondents constituted 'an act of the employer result[ing] directly or consequentially in the termination of employment' (*Mohazab*) and further, in the words of *Moore J* that it was 'action on the part of the employer intended to bring the employment to an end and perhaps action which would, on any reasonable view, probably have that effect' [*Rheinberger v Huxley Marketing Pty Ltd* (1996) 67 IR 154 at 160].

"It follows that we do not find any element of ambiguity in the actions of the appellant sufficient for us to exercise the 'considerable caution' quite properly recommended by the Full Bench in *ABB Engineering Construction Pty Ltd* [Print N6999] and cited in *Austar Entertainment Pty Ltd* [Print Q0008].

"We find that there was a termination (as defined by s 170CD(1) of the Act) of the respondents' employment by the employer. The applications made under s 170CE of the Act by the respondents are accordingly not jurisdictionally barred on the grounds submitted by the appellant."

HCF Australia Pty Ltd v George Anastasios and Anne Anastasios, re Appeal re termination of employment, jurisdiction [2003] AIRC, PR934213, *Polites SDP, Ives DP, Spencer C, 7/7/03*

NSW Workers Comp Update

Effective for new or renewed policies on or after 4.00pm on 30 June 2004, workers compensation premiums will be calculated on a group basis, rather than an individual basis.

This new law will create a level playing field by ensuring that employers can no longer avoid the impact of poor claims history on their premium by establishing separate entities or policies.

Related entities, including trusts, partnerships and corporations, will be grouped along similar lines to the payroll-tax provisions. As there are a number of organisations exempt from payroll tax, WorkCover will be consulting with stakeholders on how the new law will apply to these organisations.

'Related entities' is determined by three tests:

1. corporations law
2. employers sharing common staff
3. common ownership or control of more than 50% of the business.

Where an employer undertakes two or more 'separate and distinct' businesses, they may still be eligible to hold a multi-tariff policy.

To prepare for these new provisions, organisations should:

- identify a principal member of the group that will hold the policy
- arrange their policies so that there is a common policy start date.

Source: Workcover NSW

Car Dealer Fined \$180 000 For Electrocution

A car dealership has been fined \$180 000 following the electrocution of a panel beater in its maintenance workshop.

The 46 year old man died when he went to repair a spot welder by removing its control box cover. The incident occurred at the premises of Rick Damelian Paint and Body Workshop at Five Dock in February 2001.

A colleague suffered an electric shock when he went to the injured worker's aid.

The Industrial Relations Commission of NSW sitting in Court Session was told that the dead man was not a qualified electrician and had not undertaken appropriate training prior to the incident.

The IRC heard that the machine had not been isolated from the power source before the attempt to repair it.

The deceased's employer, Rick Damelian Pty Ltd, pleaded guilty to a breach of Section 15(1) of the Occupational Health and Safety Act 1983.

In handing down her judgement on 17 April 2003, Justice Kavanagh noted the serious gravity of the offence and fined the company \$180 000 plus costs. However she noted the company's contrition and its financial support for the deceased worker's family.

Justice Kavanagh also commented that the defendant's endeavours to 'review and implement a revised occupational health and safety management system demonstrated a new and significant commitment to safe working.'

WorkCover's acting General Manager Rob Seljak said that this tragic incident emphasised employers had a duty of care to ensure the safety of their workers by identifying and eliminating risks from the workplace.

"Between 1991 and 2001, there were 54 fatalities through electrocution in NSW workplaces," he said.

"This fatality in the workplace could have been avoided if a risk assessment had been conducted and safe working procedures prepared and implemented," he said.

Source: Workcover NSW

Man Ordered To Pay Penalty For Workers Compensation Fraud

A former Coffs Harbour security man has been ordered to pay penalties totalling \$12 256 after being found guilty in the NSW Chief Industrial Magistrates Court of 18 charges of workers compensation fraud.

Geoffrey William Flower, 53, was fined \$200 on each of the 18 counts, ordered to pay costs of \$2 462 and restitution of \$6 194 to the insurer, Allianz Workers Compensation (NSW) Ltd.

The insurer had reimbursed Flower for hydrotherapy and associated accommodation expenses he had claimed in connection with a back injury suffered while working as a security officer in 1991.

Doubts about the claims were raised in 2001 after Allianz checked the accounts.

An investigation by WorkCover's NSW Fraud Investigation Team uncovered 15 forged accounts for hydrotherapy, totalling \$5 414, and three false accounts for accommodation amounting to \$780.

Chief Industrial Magistrate George Miller said he favoured making a community service order, but decided on a financial penalty due to Flower's health condition.

Flower was given 28 days to pay, with a moiety of the \$3 600 fine awarded to WorkCover.

WorkCover Acting General Manager Robert Seljak commented: "This conviction demonstrates WorkCover's determination to prosecute workers compensation fraud.

"WorkCover recently expanded its fraud and compliance units to ensure that maximum effort is being directed to improve WorkCover's detection and prosecution of workers compensation fraud," said Mr Seljak

Source: Workcover NSW

Did You Ever Notice....

Did you ever notice that when you blow in a dog's face, he gets mad at you, but when you take him on a car ride; he sticks his head out the window?

Make your Visual Aids Effective

All business presentations could be improved with appropriate visual aids, but more people are using computer-driven visual aids, which has led to a re-introduction of some problems we thought had gone from presentations.

Here are some tips to bear in mind if you're going to use computer-driven visual aids.

- Visual aids can give your words more emphasis and a visual dimension. If they do this in an entertaining, warm way, so much the better but, in a business presentation, the purpose of the visual aid is not solely to entertain.
- The visual aid is not the product, it is only helping you sell the product.
- Use the build technique appropriately, ie. use it to reveal one idea at a time for the audience, but do not over-use it by slowly revealing an agenda or any list which requires no explanation. It actually slows you down if over-used and can be repetitious and boring.
- When the screen is full of information, you should be able to look at it and say "The point of this screen is ...". There should be a clear reason for showing that information to the audience. If the screen has no point, don't show it.
- Don't limit yourself to computer-driven visual aids. Variety kills boredom, so vary your visual aids and, at times, don't use any.