

The Ledger

Voice of the Scaffolding Association Qld Inc.

ISSUE NO. 2

December 2007



CODE OF ETHICS

1. Members shall at all times abide by the rules of the Constitution, preserve the good reputation of the Association and promote its aims, views and objectives within the Industry (Trade) and training of staff/trainees under such education schemes the Association may support
2. Shall maintain a high standard of business ethics and honesty in all negotiations and transactions and not utter and exclude all ambiguous statements and claims.
3. Shall at all times abide by all Federal, State and Local laws and by-laws pertaining to the industry/Trade.
4. Shall not replace a fellow member on any contract/project without first discussing with that member the reasons for doing so.
5. Shall not pay or offer to pay commission or monies or other benefits to secure a contract or pass inspection.
6. Shall not attempt to secure the services of employees currently employed by a fellow member by offering any incentive, e.g., higher remuneration, bonuses, etc. Nor shall a member employ a trainee employed by a fellow member who has paid the cost of that trainees' course at any educational Institute in the six (6) months previous without consultation with that member.
7. Shall at all times, set a high standard of workmanship as required by each specification, and promote and observe harmonious employer/employee relations within the Industry/Trade wherever possible
8. Shall not withdraw from a contract entered into in good faith without sufficient cause or good reason.
9. Shall not use misleading claims or offer services or warranties that are not in accordance with Industrial/Trade practices in the Industry/Trade or relevant legislation.
- 10 Shall offer work enquiries to fellow members if unable to handle that enquiry.
11. Shall assist at all times, members of the Association with business in preference to non-members.
12. Members shall at all times, design, build, erect and dismantle scaffolding to comply with Workplace Health & Safety and Australian Standards requirements and proven engineering principles.

MEMBERSHIP FEES

\$460.00 p.a.

MEETING DATES

General & Management Meetings

General Meetings are held bi-monthly, whilst Management Meetings are held each month

Members will be advised of date, time and venue of each meeting at least two (2) weeks prior to the meeting date

Any enquiries should be directed to the Executive Officer on 3408 6468

Copies, Articles, etc., are welcomed and should be forwarded to the following

T.C. & F.E. Lawson

Email:

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Mixing & Matching Scaffold Components

Components from different manufacturers or suppliers, while looking compatible, are often of different dimensions and tolerances. Mixing and matching incompatible scaffold components can lead to difficulties in disassembly which in turn may increase the risk of musculoskeletal injury, increase wear on the components, and affect the load capacity of the scaffold.

The following controls can be used to prevent or minimise the risk of injury and scaffold collapse due to the incorrect mixing and matching of components.

Do not mix scaffolding from different manufacturers unless an engineer approves that:

- the components are of compatible size and strength;
- the components have compatible deflection characteristics;
- the fixing devices are compatible; and
- the mixing does not lessen the strength, stability, rigidity or suitability of the scaffold.

See also *AS/NZS 4576 Guidelines for scaffolding* (non-Queensland Government link) which sets out the assurances that are needed before the components of different prefabricated scaffolding systems can be mixed in a scaffold.

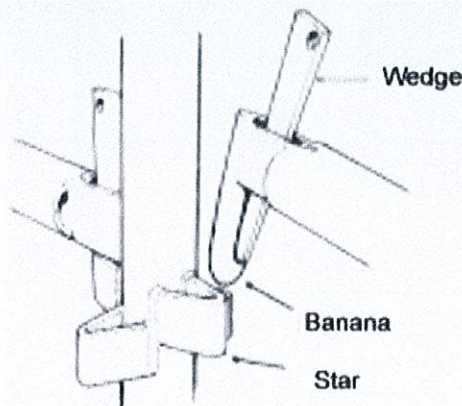


Figure 1. *Mixing and matching components. Avoid mixing and matching different modular systems. Often connection points known as the 'star' and 'banana' used on these systems are of a different shape and tolerance and are not compatible.*

- Do not mix scaffolding tubing of different outer diameters and strengths. For example, do not mix aluminium and steel components as steel clamps may cause aluminium tubing to be crushed reducing the strength of the tube.
- 'Beam clamps' or 'flange clamps' should be provided with information about safe use, including tightening torque required and when to use different types of couplers. If no information is provided contact the supplier, manufacturer or designer of the scaffold.
- Stairs should be secured to the scaffold bay. If not secured, the supplier should provide documentation illustrating the maximum amount of clearance allowed between the transom and the top and bottom of the stair module.
- Ensure the gap between the end of a stair module and a transom is as small as practicable. Large gaps can lead to stairs dislodging and falling when a load is placed onto it.

Legal update: The Importance of OHS Workplace Consultation

July 19 2007

The New South Wales Industrial Court recently imposed fines of \$95,000 and \$12,000 respectively on a company for its failure to ensure the health, safety and welfare at work of all of its employees and for its failure to undertake workplace consultation. The sole director of the company was also charged and fined an amount of \$9,500. The decision illustrates the necessity of employers to ensure workplace consultation is undertaken, irrespective of the nature and size of the company or the type of employee.

In *WorkCover Authority of NSW v Tweed Byron Scaffolding Services Pty Ltd* and *WorkCover Authority of NSW v Scott Walker* (2007) NSWIRComm 59, an employee suffered injuries while dismantling scaffolding after falling from a height of five metres through a skylight panel and onto a concrete floor.

The injured employee was employed by Tweed Byron Scaffolding Services Pty Ltd (TBSS) on a casual basis. TBASS was engaged by Ballina Scaffolding Services Pty Ltd (BSS) to erect and dismantle scaffolding at various on site locations. In turn, BSS had been engaged by Nimbin Plumbing & Gas and Lorikeet Plumbing to erect scaffolding to enable the replacement of guttering and downpipes. A majority of the employees of TBSS, including the injured worker, were previously employed by BSS.

On the day of the incident, the injured employee was assisting fellow employees and supervisors to dismantle scaffolding from the annexe roof. The scaffolding included towers which were erected on both sides of an annexe to the main shed. The annexe included skylights which were not protected by mesh, covering panels or other fall protection around, under or on top of the skylights.

To gain access to the roof of the shed, the injured worker was required to climb the scaffold towers. The towers were connected by two span decks. The employees were not wearing any fall protection on the day of the incident.

Just prior to the incident, the injured employee and two fellow employees were on the roof removing the span deck and passing it to labourers on the ground level. Whilst removing the span deck, the injured employee stepped backwards over the apex and inadvertently stepped onto the unsupported skylight panel falling through to the concrete floor five metres below. The injured employee suffered a fracture to the radius of his right arm, crushed two vertebrae and was consequently unable to return to work for approximately four months.

As a result of the incident, TBSS was charged with a failure to ensure the health, safety and welfare at work of all its employees and a failure to consult with its employees. TBSS was subsequently convicted and fined \$95,000 and \$12,000 respectively. The sole director of TBSS was also charged with a failure to ensure the health, safety and welfare at work of all its employees and was subsequently convicted and fined an amount of \$9,500. The Court held that the risk of injury was foreseeable and the incident could have been prevented.

System of Work

There was no safe work method statement or any formal risk assessment prepared for the task of dismantling the scaffolding. The sole director of TBSS had previously identified and assessed the risk of a worker falling through the skylight panels, however, the only control measure implemented was a verbal warning to employees not to work near the skylight panels.

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The injured worker had not received site induction training and was not warned of the high risk of injury associated with the skylights (although this was disputed by the injured worker's fellow employees). The injured worker was not provided with any training upon transferring from BSS to TBSS, despite having only attained a basic scaffolding licence eight months earlier.

TBSS was only incorporated to undertake scaffolding work six weeks prior to the incident. The director of TBSS had no experience in the operation of a business and had not undertaken formal training regarding the occupational, health and safety obligations of TBSS. Accordingly, the director of TBSS principally relied upon the experience and expertise of its employees to meet its occupational health and safety obligations.

Workplace Consultation

TBSS did not have any formal consultation arrangements in place prior to the incident and accordingly, did not share relevant information about occupational, health, safety and welfare with the injured worker in relation to the work to be performed. In particular, the injured worker:

- was not involved in any assessment of risks associated with working in proximity to the skylights;
- was not consulted when decisions were made about the control measures to be implemented to eliminate or control the risks associated with working on the roof near the skylights;
- was not consulted in relation to the risks associated with working on the roof in close proximity to the skylights; and
- was not afforded a formal opportunity to discuss the systems of work in relation to the work to be performed.

TBSS was required to consult with all its employees to enable employees to contribute to the making of decisions affecting their health, safety and welfare and, in particular, was required to consult with all its employees about the measures to take to eliminate or control identified risks. The duty to consult extended to its casual employees.

Implications

This case illustrates the importance of workplace consultation. The obligation to consult with employees extends to all employers irrespective of the industry, the size of the company and the type of employees. Consultation does not necessarily mean an employer must agree with its employees, however, the employer's obligation extends beyond "*the mere dissemination of information*".

It is critical that employers consult with all their employees and provide opportunities for their employees to contribute to the decision making process in accordance with the specific legislative requirement of the particular State in which you are operating.

A man was telling his neighbour, "I just bought a new hearing aid. It cost me four thousand dollars, but it's state of the art. It's perfect".

"Really," answered the neighbour, "What kind is it?"

"Twelve thirty".

Ha! Ha! Ha!

THE HISTORY OF APPRENTICESHIP

Instruction of the young, in all crafts, has been a faithful practice since the days of antiquity and historians have emphasised that this practice of passing along trade knowledge from one generation to another has been a powerful factor in the progression of civilisation.

A little-known fact is the first commission given in apprenticeship in the painting and decorating craft was given to a girl, not a boy. The girl, Agnes Stockwell, age seven was bound to Thomas de Bournham, a painter.

The term 'bound' means exactly what it said. The apprentices were obliged to live in the household of Master and subject to him for a period of seven years. Likewise, the Master was responsible for the feeding, clothing and moral welfare of the apprentice, as well as the Craft Training.

At the end of the seven years, the

Master and the Guild Warden passed on the ability of the apprentice, who was then required to work as a journeyman for the same or another master. He was expected to travel from town to town to gain broader experience by studying the ways of others.

The term "journeyman" originated from this custom of making journeys,

On the continent of Europe, the rules governing apprentices were even more severe than in England. In Italy, for example, an applicant was put on trial for a year. Then, if accepted, twelve years, the first six being devoted to colour grinding.

Old World customers were largely imported into the USA in the early Colonial Days. A mid-50's brochure titled "Apprenticeship Past and Present" tells the story of

Thomas Millard, who in 1640, signed an indenture binding him to a Master in Massachusetts, agreeing to service diligently and cheerfully for eight years. In return, the Master promised to give him "meat, drink and clothing fitting such an apprentice and at the end of this time, one new suit of apparel and forty shillings in money."

The industry has come a long way and there have been many technical advancements. But one thing holds true, apprenticeship training is vital to the survival of any trade. ●

The Ultimate Accident Investigation Report

Dear Sir

I am writing in response to your request of additional information. In block number 3 of the accident report form, I put, quote - poor planning -unquote, as the cause of my accident. You said in your letter that I should explain more fully and I trust the following details will be sufficient.

I was a bricklayer by trade. On the day of the accident I was working alone on the roof on a new six story building. When I completed my work, I discovered that I had about 200kg of bricks left over. Rather than carry the bricks down by hand, I decided to lower them in a barrel by using a pulley which, fortunately, was attached to the side of the building at the sixth floor.

Securing the rope at ground level, I went up to the roof, swung the barrel over, and loaded the bricks into it. Then I went back to the ground, untied the rope and held it tightly to ensure a slow descent for the 200kg of bricks. You will note in block number 11 of the accident reporting form that I weigh 70kg.

Due to my surprise at being jerked off the ground so suddenly, I lost my presence of mind and forgot to

let go of the rope. Needless to say, I proceeded at a rapid rate up the side of the building. In the vicinity of the third floor, I met the barrel coming down. This explains the fractured skull and broken collarbone.

Slowed only slightly, I continued by rapid ascent, not stopping until the fingers of my right hand were two knuckles deep into the pulley. Fortunately, by this time I had regained my presence of mind and was able to hold tightly to the rope in spite of my pain.

At approximately the same time, however, the barrel of bricks hit the ground and the bottom fell out of the barrel. Devoid of the weight of bricks, the barrel now weighed 20kg. I refer you again to my weight in block number 11. As you might imagine, I began a rapid descent down the side of the building

In the vicinity of the third floor, I met the barrel coming up. This accounts for the two fractured ankles and the lacerations of my legs and lower body. The encounter with the barrel slowed me enough to lessen the injuries when I fell onto the pile of bricks and, fortunately, only three vertebrae were cracked.

I lay there on the bricks, in pain, unable to stand, and watching the empty barrel six stories above me, I again lost my presence of mind. **I let go of the rope.** ●

Member Profile

Geoff Peacock - Senior Branch Manager, WACO Kwikform Pty Ltd

I was born in Waipukurau, New Zealand, a small farming community in the east coast of the North Island. My family are farmers who run sheep and cattle.

I completed my qualifications in Horticulture (specializing in Viticulture) at university and moved to Gisborne, north of Waipukurau working on a variety of Vineyards. I was working for a Vineyard called Milton Vineyards when they built a winery and began to make their own wines. As I was managing the vineyards at this time I became interested in gaining subsequent qualifications in the art of making wine. I pursued this idea and enrolled in U.C.L.A University in San Francisco.

I moved to Australia to work at Asbestos removal in the Australian Capital Territory. I worked there for just on twelve months seven days a week, ten hours per day and made a substantial amount of cash. Unfortunately the immigration rules changed in the States at this time and I was forced to review my plans. In order to enter America I was not permitted to work during the four years of the degree and had to comply with a 'formula' that required a set amount of money up front that could pay all fees, food, books, living costs and accommodation.

I had saved a considerable sum, so my girl friend and I decided to tour Australia and take things one day at a time. We toured up the Coast and eventually arrived at Airlie Beach in the Whitsundays and stayed there for just over two years. I worked on every Island doing a wide variety of things. My girlfriend, Jenny and I moved back to the ACT where we were married..

Back in the ACT I started doing consultancy work in the fledgling wine industry but was forced to supplement this with something else and so joined a company called Macro Rentals as the wash bay man, washing and greasing plant as it was returned.

Within six months I was assistant manager. Soon after GKN bought the business and separated it, with GKN Rentals and GKN Light Access being the result. I was asked to work at Light access as a salesperson and accepted this position.

Just over a year into this job I was approached by WACO International Sales Pty Ltd to work for them in their fledgling business in the ACT. I could not resist the challenge and joined them in October 1988.

Within six months I was promoted to Manager and we proceeded to gain market share of the industry. In 1992 WACO mounted a take over of GKN Kwikform Pty Ltd and the resultant company was named WACO Kwikform Pty Ltd. The local branch of GKN was merged into WACO and I was promoted to Senior Branch Manager, responsible for four distributors, Port Kembla Branch and the ACT.

In 2001 I was transferred to the Brisbane branch where I find myself today.

Geoff is presently Treasurer of The Scaffolding Association Qld Inc.

Infringement Notices

What is an infringement notice?

An infringement notice is an enforcement tool that allows certain breaches of the industrial relations legislation to be prosecuted quickly and easily. An infringement notice prescribes a penalty to be paid by an alleged offender in respect of certain offences against legislative provisions.

When is an infringement notice issued?

Infringement notices are appropriate for use when the impact of the offence on employees is high, or the offence adversely affects the inspector's ability to recover wages to which an employee may be entitled. More serious offences involving wilful or repetitive behaviour, involving large sum of money or committed over a prolonged period of employment may also warrant the issuing of an infringement notice. ●

'Hook on Scaffold'

The Hook-On Scaffold is a simple mounting system for attaching scaffolding planks to house frames.

About the Inventor

Robert Miles is from Kambah, a suburb of Canberra. Robert works as an electrical sub-contractor and does a lot of electrical maintenance on commercial buildings. He has been working in the industry for the last 7 years.

Robert came up with the idea for a 'Hook On Scaffold' whilst participating in an occupational health and safety course. The instructor was showing the class workplace accidents on building sites, namely tradesmen walking on the top plate of a house frame when installing roof trusses. Robert began to think of a solution and came up with this idea. He has since designed several prototypes and has had two builders trialling it

The 'Hook On Scaffold' has been designed for the safety of tradesmen/apprentices. It replaces the traditional scaffold by being attached to the house/building frame, negating the need for

precarious scaffolding legs. It creates a work area at least six times as wide as the top plate, enhancing safety. The 'Hook On Scaffold', through providing greater manoeuvrability, enables tradesmen to work at hip height, assisting in the prevention of back injury through bending at the waist to secure trussed to buildings.

The 'Hook-On-Scaffold' uses a multi-height support arm which allows tradesmen to use the one product regardless of whether they are working at 2.7m or 2.4m. The working height of the tradesmen will be 1.8m from the ground. This allow the tradesmen to comply with safety regulation without the added expense of harnesses or rails. However, if the unit is taken above this height restriction, there is a capacity to install rails securely to the 'Hook-On-Scaffold.

'Hook-On-Scaffold' won *Best solution to an Identified Workplace Health and Safety issue* in the ACT Workcover Occupational Health and Safety Awards 2005, and was a finalist in the Safe Australia Awards. ●



Handover Certificates

Certificate Books printed exclusively for the SAQ are available from this office. Each book contains 50 certificates in triplicate. Cost \$30.00 plus postage

All members should use them

The liability program offered by ACE-IRM Insurance Broking Group has led the way in broadening the scope of liability cover offered to the scaffolding industry.

The key benefits are:

- Public and Products Liability with standard limits to \$20,000,000 and extensions to \$40,000,000 if required.
- Statutory Liability included to a limit of \$25,000 with extensions available up to \$100,000 for a modest additional cost
- Your legal liability for injury to other workers not employed or deemed to be employed by you

A note on Statutory Liability:

This section of the policy offers protection against fines and penalties issued by statutory bodies for breaches in work place health and safety and building codes of practice.

In some cases fines have been levied against scaffolding companies for breaches caused by other party's interference with safety measures. It can often be cheaper to pay the fines than to dispute them and this section of the policy will pay legal costs to defend against unfair decisions.

Fines and penalties are not only levied after a workplace accident, but often as a breach of safety codes of practice following general site inspections. Most liability policies exclude this element of cover and as legislation across the construction industry becomes ever more complex and open to misinterpretation so the importance of this type of cover increases.

Equipment

Are you aware that cover is also available for loss or damage to the scaffolding itself whilst on site or in transit? The scaffolding, whether owned or hired, is exposed to the risks of storm, fire, theft and vehicle accident and a specific plant policy is available to cater for this exposure.

ACE-IRM are a licensed General Insurance Broker with a Life and Financial Services section to offer a great one stop shop for all your insurance needs.

DID YOU KNOW?

Laser isn't a word but an acronym that stands for Light Amplification by Stimulated Emission of Radiation WOW!!!

Our Web page is taking shape (saq.org.au) and will contain members' details, meeting dates, functions, contacts and other services available to members.

We will also be seeking advertisers on the web page to defray costs. It is hoped we will increase membership, improve services and enhance the SAQ Inc image.

ADVERTISING/ARTICLES

The Editor seeks articles, items of interest in the scaffolding field. Should you hear of anything which may interest members - gossip - chit-chat - any members who may be ill - please contact Tom on (07) 3408 6468.

Advertising on our new web page will be \$750.00 for 12 months. The ad will appear on our Home Page with a link to the full page ad elsewhere. This is fantastic coverage for 12 months.

Editor