

A quick examination of a number of the most common injuries, ie, loss of thumb or forefinger consistently show a 15-20% reduction in compensation.

The most seriously injured will be most disadvantaged under WorkCover and people who had been working for the basic wage or amounts near to it, who are seriously injured will be confined to poverty for the rest of their lives. Under the current scheme, a seriously injured worker could expect a maximum payout of \$341,640 for pain and suffering and up to \$757,930 for loss of earnings. If only the loss of earnings component was invested at 6% this would produce an annual income of \$45,476.

Under the proposed changes, the lump sum for pain and suffering will be reduced by \$41,640 to \$300,000 and instead of a lump sum for economic loss,

injured workers will receive weekly payments of 75% of their pre-injury average base rate weekly earnings.

Someone earning \$1,133 per week pre-injury would receive \$850 per week post-injury, or \$44,192 per annum, slightly worse off than under the current system.

Someone earning \$867 per week pre-injury would receive \$650 per week post-injury, or \$33,800 per annum, substantially less than the investment return of \$45,476.

Someone on the basic wage of \$340 per week could expect about \$250 per week post-injury, or \$13,000 per annum.

Notwithstanding the Minister's stated intention "to improve WorkCover for the benefit of Victorian workers and employers", the result of the proposed changes is a higher premium and demonstrably lower payouts to injured workers. By selectively removing common law from WorkCover,

a discrepancy is created to the rights of injured persons whilst removing a significant curb on the behaviour of negligent employers. Under the guise of economic rationalism, the changes amount to an abuse of the very premise of the purpose of compensation schemes, which is to provide fair and adequate assistance to those temporarily or permanently in need of it.

Anyone who has read the HWCA's final report will realise that this programme of reducing benefits for injured persons is likely to spread around Australia. It is hoped that future campaigns can benefit from this campaign history. Do not hesitate to contact APLA Victoria for further information. ■

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When labelling of gas bottles can kill

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Recently a mother and her twelve-week old baby were nearly killed due to escaping liquid LPG gas exploding in their home. This occurred because the wrong type of bottle was connected to the house gas supply. The mother received severe burns as a result of the explosion.

Why did this explosion happen?

For LPG used in domestic cooking and heating, there is an expectation that gas is supplied (not liquid), either through a mains gas supply or via a bottled supply. In the case above, the LPG gas connected to the house was not in the correct gaseous form. The identity of the contents had been mistaken.

A large number of gases are distributed in steel bottles. Some of these gases, when under pressure, exist in a liquid form at room temperature, such as carbon dioxide, fumigant gases, pest control

gases, refrigerants and LPG. The reticulation equipment for LPG depends on whether gas or liquid withdrawal bottles are used. If liquid is supplied to a gas reticulation system, then this liquid will destroy or damage the pressure regulator allowing high pressure LPG liquid into the reticulation system. This can result in an explosion due to the failure of the reticulation system designed for low pressure gas, allowing high pressure LPG to escape. If this gas ignites, the resultant explosion can seriously injure and possibly kill people in the path of the explosion.

The only difference between liquid withdrawal bottles and gas withdrawal bottles in the case of LPG is the painting on the outside of the bottle and the inclusion of an eductor tube internally within the bottle for liquid withdrawal. The eductor tube is not visible from outside the cylinder. There is no difference in the valve fit-

tings on the LPG liquid withdrawal and the vapour withdrawal bottles. (In the USA, the liquid withdrawal bottle has a different thread than the gas withdrawal bottle.)

Thus, the only external difference between the liquid withdrawal bottle and gas withdrawal is the painting of the bottle. In the case of LPG, the top of the bottle is painted blue and the words "Liquid Withdrawal Only" are painted in blue. Lack of attention to detail to minor signage on such bottles undoubtedly leads to accidents and injuries. ■

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