



Submission No 13

Inquiry into RAAF F-111 Deseal/Reseal Workers and their Families

Name: Mr William Knilands

**SUBMISSION FOR
PARLIAMENTARY INQUIRY
INTO CLAIMS FOR COMPENSATION
FROM FORMER F111 DESEAL/RESEAL WORKERS
AND GOVERNMENT RESPONSES**

Submitted by: William John Knilands

"The Government maintains its commitment to helping those personnel whose health has been affected by their service and work with the ADF"¹

"Personnel involved in the study, and those whose health has been affected by their service, can be assured that the Australian Government maintains its commitment to meeting the health and safety needs of all Defence personnel, past and present,"

Senator Hill, Minister for Defence, 2001-2006

¹ Media Release from Minister for Defence and Minister for Veterans' Affairs, December 2004

EXECUTIVE SUMMARY

Personal Experiences

This submission is based on my personal experiences as an Aircraft Maintenance Engineer in the F111 Aircraft Maintenance Hanger (Building 361) where I partook in 'pick and patch' repairs during the period July 1973 to August 1978. These experiences and knowledge have been used to discuss a number of issues while attempting to stay within the Terms of Reference of the Inquiry.

Health Care Scheme

Since 2002, I have had a DVA Gold Card, which covers all my medical costs; therefore I have not had to rely on the F111 Health Care Scheme. I do however know of others who have been affected by the change from the Interim Scheme.

One anomaly introduced with the SHOAMP Health Care Scheme in February 2007 was that it does not allow an 'exposed' person to make a claim after 20 September 2005 even if they become affected by their exposure to Deseal/reseal chemicals.

Ex-Gratia Lump Sum Compensation Scheme

This Scheme was a complete disaster from the day of its release because the Government wanted to limit the number of personnel that could get the lump sum compensation. This was evident in that only \$21 Million dollars was being made available to the Scheme when figures of up to 1400 personnel were being claimed as being eligible for the lump sum payment.

From the start, the definitions and dates were incorrect and did not relate to the facts. Although these problems were pointed out to DVA it stated that it 'would not change the definition'. However on at least two occasions DVA did change the definitions to include Firemen and Boiler Attendants.

The Help Line was seldom manned and any messages left would not be returned. Up to 50 phone calls were made by some personnel (including myself) without any response.

Handling and Administration of Claims

My claim for compensation under the MCRS took over 5 years to complete. This is unacceptable for someone who has medical conditions that need treatment immediately.

Long Term Medical issues

My quality of life has been deeply affected by my defence caused injuries to such an extent that I was forced to retire from my career in September 2006 at age 56 on Doctors advice. I have since been assessed as being Totally and Permanently Incapacitated. How unfair that a few years of chemical exposure did this to me.

MY BACKGROUND INFORMATION

Contact Details William John KNILANDS

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education and Training Diploma in Occupational Health and Safety
SOUTHBANK INSTITUTE OF TAFE, Brisbane. 2004

Applied Occupational Health and Safety Management
DEFENCE SAFETY MANAGEMENT AGENCY and
NATIONAL SAFETY COUNCIL of AUSTRALIA, Canberra.

Associate Diploma in Aircraft Maintenance Engineering (Instruments)
ACT ACCREDITATION AND REGISTRATION COUNCIL.

Recent Employment with Department of Defence Jun 2004 – Sept 2006

Regional Occupational Health and Safety Co-ordinator (ROHSCO),
Corporate Services and Infrastructure Group – South Queensland,
Victoria Barracks – Brisbane

Responsible for overseeing Defence OHS compliance and conformance within the Group workplaces and lodger Units at Defence bases within the South Queensland region.

Mar 2003- Jun 2004
Manager – Corporate Safety Governance,
Occupational Health, Safety and Compensation Branch (OHSC),
Department of Defence, Canberra, ACT

Developing a concept plan for the implementation of the Defence OHSC Strategic Management Capability including the Defence OHSC Strategic Planning function and the Defence OHSC Strategic Policy functions.

F111 Employment Details

Service Details **Service No:** A117006
Date of Enlistment: 9 January 1967
Date of Discharge: 28 January 1988
Mustering: INSTFIT2 (Instrument Fitter Class 2)

Amberley Posting Details **Date of posting to Amberley:** 17 August 1970
Date of posting from Amberley: 31 January 1978

F111 Employment dates I worked on the F111C aircraft from 01 June 1973 (date of arrival at Amberley) to 31 January 1978 (Date of posting from Amberley).

My annual Airmen Evaluation Reports show that I was employed in Hanger 361 at 482 Squadron working on maintaining the F111 Aircraft.

BOI reference to fuel leaks *"Within three months of arrival in Australia, the RAAF found what appeared to be uncured fuel tank sealant when investigating aviation turbine (AVTUR) fuel leak problems. Shortly thereafter, the RAAF became aware of serious fuel leak problems being experienced by the USAF on their F-111 aircraft. Because of the extended time the Australian aircraft had spent in storage, the apparent degrading of the polyester faying surface sealant used at manufacture and the USAF experience, the RAAF became resigned to significant fuel leak problems on the F-111Cs."*²

Hanger 361 Pick and Patch repairs Hanger 361 was primarily where the F111 aircraft was serviced and underwent maintenance to enable it to meet its flying obligations. The Hanger was also where Ad Hoc 'Pick and Patch' fuel tank repairs were carried out prior to the commencement of the first official Deseal/Reseal (DSRS) Program in 1977.

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² BOI Report, Volume 2, Part 2, Chapter 2, Para 2.3

F111 Employment Details, Continued

Ad Hoc repairs conducted before the official Reseal/Deseal program

The F-111s have experienced ongoing problems with fuel tank leaks. To correct these problems a variety of repair and maintenance procedures have been performed on and inside the F-111 fuel tanks. In particular, sealant repairs were necessary to correct the fuel leaks and also as part of routine maintenance programs. A number of factors have contributed to the leaks including failure of the sealant to adhere to the tank structure, secondary damage and degradation of the sealant over time.³

What this statement highlights is that for the years between (01/06/73 (Date of aircraft arrival) to 13/10/75 (Date of commencement of the first Deseal/Reseal Program)), ad hoc repairs to the leaking fuel tanks were required to be carried out within the 482 Squadron F111C maintenance hangar (Building 361) to fix the constantly leaking fuel tanks.

Other activities associated with F111 DSRS

In addition to those tasks recognised as being directly associated with the F-111 DSRS programs, there were also several other related activities conducted by RAAF personnel which could have involved exposure to chemicals during DSRS procedures. These associated activities included the mixing of DSRS chemicals and the disposal of DSRS chemicals, as well as tasks carried out by personnel of other mustering types that involved periods of work in close proximity to the DSRS processes and ad hoc repairs conducted outside formal programs⁴.

What are Pick and Patch repairs?

Pick and Patch – Repair work similar to DSRS conducted on the F-111 fuel tanks prior to, during, and after the formal Deseal/Reseal programs, involving entry into the F-111 fuel tanks, carefully locating suspect areas of sealant, and removing the sealant from the area of concern.⁵

The operation known as “Pick and Patch” was used in the F111 Maintenance Squadron to repair F-111 fuel tanks that were leaking. *As with the formal DSRS programs, the Pick and Patch process involved entry into the F-111 fuel tanks, carefully locating suspect areas of sealant and removing the sealant from the area of concern and a margin around it, using solvents and tools such as dental picks. A patch of new sealant would then be applied.⁶*

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³ SHOAMP, Volume 2, Phase II, Page 6

⁴ SHOAMP, Vol 5, Chapter 1, Para 1.2.1

⁵ SHOAMP, Volume 5, Glossary of Terms

⁶ SHOAMP, Volume 5, Chapter 1, Para 1.2.1.2.

F111 Employment Details, Continued

My Involvement

I was employed on the ground floor of the F111 maintenance hangar (Building 361) while assigned to Periodic Servicing and Maintenance Section (PSM) and also Flight Line and Rectification Section (FLARS). During the normal aircraft maintenance program I would be required to assist with the fuel tank repairs. No PPE was offered or worn with the 'normal' tank entry working clothing consisting of socks, shorts and a t-shirt.

I was frequently involved with the 'pick and patch' repairs including the preparation of the leaking fuel tank site and the mixing of the "goops" used for repairing the leaks.

Note: "Goop" was a generic term in use at the time. It usually referred to the two part sealants that were mixed together before being used to seal fuel leaks. There was a highly offensive odour usually associated with these products.

Operational Squadron aircraft

The aircraft involved in this maintenance process were from operational squadrons. As such, *the Pick and Patch process involved running (ad hoc) repairs by the best means available whenever needed, with a sense of urgency given the requirements for a certain number of aircraft needed to meet flying commitments at any one time. It also appears that many aircraft other than the F-111 were subject to this procedure and in some locations a number of maintenance staff were involved for various lengths of time. It is recognised that some individuals may have spent more time on Pick and Patch than working on the formal DSRS programs.*⁷

I believe that my time spent carrying out 'pick and patch' repairs to F111 fuel tanks would have exceeded 60 cumulative working days (as set down in the Ex-Gratia Payment Scheme definition) during over **1400** days of my working in the F111 Maintenance Sections.

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⁷ SHOAMP, Volume 5, Chapter 1, Para 1.2.1.2.

F111 Employment Details, Continued

**Assisting with
fuel tank
repairs**

As *'the F-111 was something of a political 'hot potato' at the time and every effort was committed to maximising aircraft availability and in-service performance⁸*, quite often all aircraft maintenance workers working in the F111C Hangar would pitch in to ensure that aircraft were available for flying duties. This meant that all aircraft trades would be exposed to the types of chemicals used to conduct the pick and patch fuel tank repairs.

This practice was quite widespread and, I believe, was condoned by the management. In fact there was a distinct leaning towards personnel being "cross trained" in a number of trades. This is confirmed by the provision of the 'Ancillary Trades Line Servicing Course' to most of the aircraft maintenance personnel working in the F111C Hangar. I completed this course in September 1973.

⁸ BOI, Volume 2, Part 1, Chapter 2, Para 2.5

Terms of Reference for Parliamentary Inquiry into claims for compensation from former F-111 Deseal/Reseal workers and Government responses

The committee will investigate and review claims for compensation from former F-111 deseal/reseal workers including the Commonwealth's response to the health and support needs of former F-111 Deseal/Reseal workers and their families. The Committee should ascertain whether the response was adequate, whether it was consistent with the findings of the Study of Health Outcomes in Aircraft Maintenance Personnel (SHOAMP) and whether the overall administration and handling of the program was adequate.

Adequacy and Equity of the Health Care Scheme

Terms of Reference

The Inquiry will consider the adequacy and equity of the Health Care Scheme in meeting the health and support needs of participants and their families and whether this was consistent with the SHOAMP findings.

My Story

On 7 September 2001, The Minister for Veterans Affairs and Minister Assisting the Minister for Defence announced an interim Health Care Scheme for F111 deseal/reseal maintenance workers.

I consequently received an “*Information Package for personnel involved in the F111 Deseal/ Reseal programs at RAAF Base Amberley*”⁹ after registering my interest in being included in this scheme.

Although Defence had supplied DVA with an initial list of participants in the official DS/RS programs *‘the list was only a starting point for the database of eligible personnel that DVA will maintain as part of the scheme’*¹⁰. As I had not been employed in the official Deseal/Reseal Programs, my name was not on this initial list.

Consequently I received a letter from the Health Care Team stating that *‘there is insufficient information available to confirm your involvement with the deseal/reseal programs at this time.’* They asked for further evidence and/or other information to be supplied.¹¹

I supplied a statement and other documents to show that I had been involved in ‘Pick and Patch’ repairs to the F111 fuel tanks at 82 Wing/482 Squadron (Hanger 361) for the period July 1973 to August 1978.

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⁹ Joint publication of DVA and Defence explaining the interim F111 Deseal/Reseal Health Care Scheme

¹⁰ CAF 1298/2001, Letter of Agreement – F111 Deseal/Reseal Health Care Scheme, Para 9.

¹¹ Letter from F111 Deseal/Reseal Health Care Scheme dated 5 July 2003

Adequacy and Equity of the Health Care Scheme, Continued

My Story (continued)

In the Letter of Agreement – F-111 Deseal/Reseal Health Care Scheme it states:
*“Where a person who registers for assistance under the scheme is not on the list of participants, the F111 Deseal/Reseal Health Care Team will contact the Defence Workplace Safety Project Office (DWSPPO) who will determine eligibility and inform the DVA team of its decision”.*¹²

On 10 March 2004, I received a letter from Jo Schumann (F111 Deseal/Reseal Health Care Team) stating that *‘your involvement with the deseal/reseal programs has been confirmed.’*¹³

All correspondence from this date onwards indicated that I had been assessed/identified as belonging to **Group 1** which by definition is:

‘Group 1’ is defined as those persons engaged in the F-111 DSRS programs (including persons exposed to chemicals as a result of those programs).

Full access to Health Care Scheme for all personnel

An anomaly introduced with the SHOAMP Health Care Scheme in February 2007 which prevents a ‘Deseal/Reseal’ person, although they may be unaffected and therefore have not made a claim, from making a claim after 20 September 2005 even if they do become affected from their exposure to Deseal/reseal chemicals.

Surely any exposed maintenance personnel are entitled to make a claim for health care at any time in their lives when the effects of their exposure become evident.

Recommendation

Remove date of 20 September 2005 for registration of new conditions and allow newly affected personnel full access to the same benefits as those whose were affected before September 2005.

¹² CAF 1298/2001, Letter of Agreement – F111 Deseal/Reseal Health Care Scheme, Para 10.

¹³ Letter from F111 Deseal/Reseal Health Care Scheme dated 10 March 2004

Adequacy and Equity of the Ex-Gratia Scheme

Terms of Reference

The Inquiry will consider the adequacy and equity of the financial element of the Ex Gratia Scheme and whether it was consistent with (i) the findings of SHOAMP, (ii) the Health Care Scheme response (iii) the Tier definitions, and (iv) one off payments to other veteran groups.

My Story

My Claims

In December 2004, the Minister for Defence and the Minister for Veterans Affairs announced the Government's response to the Study of Health Outcomes in Aircraft Maintenance Personnel. This was to be a lump sum benefit for all Deseal/Reseal personnel who worked on the F111 Deseal/Reseal program.

I consequently made a formal claim for lump sum payment by an F111 Deseal/Reseal Participant in November 2005. I received a reply in September 2006 stating:

"I refer to your claim for payment under the F111 Ex-gratia Lump Sum Payment Scheme. After carefully considering the information you provided and details of your service, I find that your duties do not satisfy the definition of a F111 Deseal/Reseal participant as you did not participate in one of four specified Deseal/Reseal Programs and did not undertake "pick and patch" activities while attached to a specific Deseal/Reseal section."¹⁴ (emphasis added)

I immediately phoned the Compensation Team to advise that I would be resubmitting my application with further evidence as soon as I had received it under FOI.

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¹⁴ Letter from DVA Deseal/Reseal Compensation Team dated 14 September 2006

My Story, Continued

My Claims (continued)

I subsequently reapplied in February 2008. On 30 April 2008 I received a reply which stated:

“Employment at 482SQN involved pick and patch work on the F111. A team was sent to Sacramento for Deseal/Reseal training in April 1977 and the first F111 was Deseal/Resealed at Amberley in Oct 1977, with the names of the personnel involved documented. Whilst you may have worked on F111 aircraft doing pick and patch repairs, there is no evidence that you were involved in the four formal F111 Deseal/Reseal Programs to which the definitions only apply.”
(emphasis added)

The additional information that you provided in your second claim dated 01 February 2008 has been reassessed. As a result of that assessment my decision that your duties do not satisfy the definition of a F111 Deseal/Reseal participant remains unchanged.”¹⁵

My frustration at knowing that I was involved in ‘pick and patch’ repairs to the F111 aircraft over approximately four and a half years and having several medical conditions that have been proved by the SHOAMP study to be caused by this exposure has made me a very disillusioned person.

For someone to tell me that I don’t fit a definition that is obviously ill conceived and incorrect is very frustrating.

¹⁵ Letter from Barry Telford, General Manager, Policy and Development Division of DVA, dated 30 April 2008

Incorrect Ex-Gratia Definitions

Incorrect definitions in Ex-Gratia documentation

Both the BOI¹⁶ and SHOAMP¹⁷ have recognised that there were “pick and patch” repairs carried out on the leaking fuel tanks from 1973 to 2000, yet Maintenance Squadron personnel are excluded from the ex-gratia payment under the present definition.

Current Ex-Gratia ‘Pick and Patch’ Definition

“A person who spent at least 60 cumulative working days carrying out Sealant Rework (Pick and Patch) during the period 1973 – 2000 while attached to an F-111 deseal/reseal section;¹⁸ .

Ex-Gratia Definition disparity

It is a fact that F111 Deseal/Reseal Sections, in which the Deseal/Reseal programs were carried out, were not formed until after October 1975. *(It is my belief that the Deseal/reseal Sections weren't set up until after the personnel came back from training in Sacramento which was well into 1976)*

Four F-111 formal fuel tank Deseal/Reseal (DSRS) programs were implemented over two decades (1975-1999). DSRS Program 1 ran from October 1975 to December 1982. The Wing Program, used for maintaining the wing fuel tanks, was conducted from August 1985 to June 1992. DSRS Program 2 ran from February 1990 to August 1993. The Spray Seal Program ran from March 1996 to November 1999. These programs are the focus of the present study. DSRS activities were also undertaken in an ad hoc manner, in so-called “pick and patch” repairs, although these are not included in this study.¹⁹

With this fact in mind, the definition therefore does not allow anybody who worked in ‘pick and patch’ from 1973 to 1975 to claim an Ex-Gratia Lump Sum Payment even though they have been exposed to the deseal/Reseal chemicals for over two years.

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¹⁶ BOI, Volume 2 Part 1 Chapter 2, Para 2.7
BOI, Volume 2 Part 1 Chapter 4, Para 4.2
BOI, Vol 2, Part 1, Chapter 6, Para 6.1 - 6.4,
BOI, Vol 2, Part 1, Chapter 12, Paras 12.7 and 12.8
BOI Vol 2, Part 2, Chapter 4, Paras 3.53

¹⁷ SHOAMP, Vol 5, Chapter 1 Para 1.2.1.2 Pick and patch

¹⁸ DEFINITION OF A DESEAL/RESEAL PARTICIPANT FOR THE PURPOSES OF THE LUMP SUM PAYMENT SCHEME

¹⁹ SHOAMP, Volume 5, Executive Summary

Incorrect Ex-Gratia Definitions, Continued

Pick and Patch repairs carried out at 482 Squadron

SHOAMP and BOI documents highlight the **fact** that ‘pick and patch’ repairs were carried out in Hanger 361 at 482 Squadron prior to, during and after the official Deseal/Reseal Programs.

DSRS activities were also undertaken in an ad hoc manner, in so-called “pick and patch” repairs, although these are not included in this study²⁰

This activity (and consequently DVA’s knowledge of it) has been confirmed by DVA in my letter from Barry Telford where he stated:

“Employment at 482 SQN involved pick and patch work on the F111”²¹.

It appears that DVA did not consider the facts when formulating their definitions. Even though this anomaly was drawn to their attention on numerous occasions by the F111 Deseal/Reseal Support Group, they did not alter the definition claiming that the ‘criteria for the payment of ex-gratia payments cannot be changed’, yet it has been changed twice since its original release to include fire fighters and boiler and plant attendants among those able to claim the Ex-Gratia payment.

Question for Inquiry

Why have those aircraft maintenance personnel employed in Hanger 361 at 482 Maintenance Squadron, who repaired the leaking fuel tanks in the years prior to the first Deseal/Reseal Program in 1977, not been included in the Tier 1 (or Tier 2) definitions for the ex-gratia payment?

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²⁰ SHOAMP, Volume 5, Executive Summary

²¹ Letter from Barry Telford, General Manager, Policy and Development Division of DVA, dated 30 April 2008

Incorrect Ex-Gratia Definitions, Continued

Groups to Tiers SHOAMP classified maintenance squadron personnel (as well as firemen, etc) as Group 1 participants in the *F-111 Deseal/Reseal Interim Health Care Scheme* yet DVA split them into different Tiers for the Ex-Gratia Lump Sum Payment Scheme.

Health Care Scheme definition ²²The *F-111 Deseal/Reseal Interim Health Care Scheme* was instituted on 8 September 2001 to ensure that appropriate health care would be available to RAAF and civilian personnel who may have suffered adverse health effects following exposure to F-111 DSRS-related activities. The Scheme administers payments related to two categories of participant:

1) 'Group 1' is defined as those persons engaged in the F-111 DSRS programs (including persons exposed to chemicals as a result of those programs). To members of Group 1, the Scheme provides payment for treatment and/or counselling (including genetic counselling).

Ex-Gratia Payment Scheme definition The ex-gratia payment scheme splits Group 1 personnel into three Tiers.

- 30 - 60 days or more exposure (Tier 1),
- 10 – 29 days exposure (Tier 2) and
- less than 10 days exposure (Tier 3)²³

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²² SHOAMP, Volume 5, Stage III, Para 1.2.4 F-111 Deseal/Reseal Interim Health Care Scheme

²³ DEFINITION OF A DESEAL/RESEAL PARTICIPANT FOR THE PURPOSES OF THE LUMP SUM PAYMENT SCHEME

Incorrect Ex-Gratia Definitions, Continued

Questions for Inquiry

- Why is there a difference in the definitions between SHOAMP's Group 1 definition and the Ex-Gratia Lump Sum Payment Scheme's Tier 1, 2 and 3 definitions? They are exactly the same personnel who were exposed to the same hazardous substances while completing the same maintenance procedure.
 - Who made the decision to exclude maintenance squadron personnel's access to the Ex-Gratia payment? and,
 - What were their experiences and qualifications with regards to the F111 Deseal/Reseal operations in both the Maintenance Squadron and the Deseal/Reseal Sections that enabled them to recommend doing so?
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Recommendation

That both Tier 1 and Tier 2 'Pick and Patch' definitions within the Ex-Gratia Payment Scheme be changed to read:

Tier 1: A person who was carrying out Sealant Rework (Pick and Patch) during the period 1973 – 2000 while working for at least 2 years in an F-111 aircraft maintenance section;

Tier 2: A person who was carrying out Sealant Rework (Pick and Patch) during the period 1973 – 2000 while working for at least 1 year in an F-111 aircraft maintenance section;

Ex-Gratia Exposure Limitations

Problem **The ex-gratia payment definition is based on “exposure” yet the government has continually stated that it was not based on exposure but rather on the “unique circumstances of working environment”.**

Government stance *In August 2005, the Government announced that a one-off payment of either \$40,000 or \$10,000 would be made to participants on the F-111 Deseal/Reseal programs in recognition of the special nature of the circumstances associated with Deseal/Reseal activities²⁴.*

The definition of a Deseal/Reseal Participant issued by DVA for purposes of receiving the ex-gratia payment includes the proviso of an amount of “cumulative working days”. This proviso considers the ‘length of exposure’ in relegating each claimant into a certain Tier instead of the ‘special nature of the circumstances’.

December 2004 Media Release²⁵

The Minister for Defence, Senator Robert Hill and Minister for Veterans’ Affairs, Mrs De-Anne Kelly, today announced that the Government has considered the outcomes of the Study of Health Outcomes in Aircraft Maintenance Personnel (SHOAMP) report and has recognised the special nature of the circumstances of those whose health has been adversely affected as a result of their workplace environment.

The Government has agreed to offer a lump sum benefit to those who have suffered exposure.

This media release shows that the Government realised in 2004 that those personnel who had been working in a DSRS environment have had their health adversely affected as a result of this working environment.

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²⁴ Extracted from “Claim for Lump Sum Payment by an F111 Deseal/Reseal Participant, DVA, D9021 - 07/05

²⁵ Media Release from Minister for Defence and Minister for Veterans’ Affairs, December 2004

Ex-Gratia Exposure Limitations, Continued

Ex-gratia payments should not be based on exposure

An important concept is the distinction between exposure and dose. Basically, Exposure is the amount of chemical the body contacts externally but all the chemical does not necessarily enter the body. Dose is the amount of chemical that actually penetrates into the body, and the effective dose ultimately determines toxicity

In his evidence, Mr Danek identified a number of chemicals used in the D/R processes which were both toxic and which produced a significant health risk for ground crew who may have inhaled some of the chemicals, or absorbed them through their skin, either because no, or inadequate, PPE was worn.²⁶

Exposure standards for chemicals are usually set for a "normal" working day of 8 hours - allowing the body 16 hours to "recover". Working arrangements during the early days of F111 maintenance were often 12 hour shifts and sometimes much longer.

Some personnel may have had limited exposure however their dose may have been high due to the concentration of the substance during the exposure period.

With the 'As Low As Reasonably Achievable (ALARA)' principle being the preferred option for exposure to chemicals within Defence and the community at large, all personnel, regardless of exposure levels or terms, should receive the ex-gratia payment.

I believe that Defence/DVA separated the exposure levels on the presumption that something worse has happened (or is going to happen in the future) to the health of the long term exposed personnel relative to those who only suffered a limited exposure. The truth is that someone who was exposed for only a few hours may be more affected (i.e. larger dose) than some who were exposed long term to these chemicals.

Another factor to be considered is that Exposure standards are set for individual hazards, and yet workers are generally exposed to more than one hazard at a given time - the effects of combined exposure to a number of chemicals are generally unknown but are considered to be synergistic in most cases.

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²⁶ BOI, Volume 2, Part 1, Chapter 7, Para 7.2

Ex-Gratia Exposure Limitations, Continued

Recommendation

The Ex-Gratia Lump Sum Payment Scheme exposure limitations are removed and that the scheme is made available to all personnel who worked in F111 Maintenance Sections and F111 Deseal/Reseal Sections regardless of exposure and dates.

Incomplete Exposure Studies

Exposure is part of eligibility

Eligibility for the ex-gratia payment is, by current definition, based on the time/dose (i.e. exposure) relationship yet no OHS studies have been performed by RAAF, by Defence Links Health Studies Program or by DVA in order to establish relevant time/dose factors or effects for exposed personnel.

Proposed DVA study

According to DVA files²⁷, a cooperative DVA/ Defence Links Health Studies Program which was to involve F111 Deseal/Reseal personnel were to have commenced in early 2005.

The DVA files show that the Research Program was to involve Mitochondrial Research (MR), Cancer Incidence and Mortality Monitoring (CIMM), Cancer and Health Screening and Disease Prevention Program (CHSDPP) and Toxicological Research (TR).

Related DVA files

DVA Record Numbers 050449 (MR -Preliminary Research), 05050 (MR -Funding), 05051 (MR -Contracts), 05052 (CIMM -Funding), 05054 (CIMM -Contracts), 05055 (CIMM -Ethics Committee), 050457 (CHSDPP -Expert Advisory Panel), 050458 (CHSDPP -Consultative Forum), 050460 (CHSDPP -Funding), 050462 (CHSDPP -Contracts), 050766 (TR – Funding) and 050767 (TR -Contracts) contain all the information on the Program.

Question for the Inquiry

Can DVA advise the Inquiry as to what happened to this most urgent Program that would have assisted the RAAF personnel in understanding their health problems and enabled them to seek compensation for these conditions in a timely and non stressful manner?

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²⁷ www.dva.gov.au/media/aboutus/Sen_files/Jan_Jun05.pdf, accessed 27 Jan 08

Incomplete Exposure Studies, Continued

2005 Thesis Study

A 2005 thesis study entitled “**DNA Aberrations in Atypical Cancer Cohorts**” by Nicholas Adrian Lintell BBSc (Hons)²⁸ involved 7 RAAF Desealers in an analysis of Mitochondrial DNA Depletion Syndrome (MDS). The results indicated that four of the seven were expressing MDS.

Could this have been the reason why the DVA/RAAF Mitochondrial Research was shelved? Was it that they were likely to find that over 50% of exposed personnel were likely to have MDS?

Recommendation

That DVA undertake a Mitochondrial study of all aircraft maintenance personnel and their family’s health in order to better understand and treat the conditions associated with hazardous substance exposure through aircraft servicing operations.

²⁸ <http://www4.gu.edu.au:8080/adt-root/public/adt-QGU20061009.164402/index.html> : A Thesis submitted as fulfilment for the degree of Doctor of Philosophy (PhD) in the School of Biomolecular and Biomedical Science, Griffith University, Brisbane, Queensland

Statement of Principles (SoP) for DSRS conditions

Current condition

The Repatriation Medical Authority (RMA) has stated that no new Statement of Principles (SoP's) will be written to cover Deseal/Reseal conditions.

RMA function

In the Explanatory Memorandum to the Veterans' Affairs (1994-1995 Budget Measures) Legislation Amendment Bill 1994 (Cth)²⁹ it stated that:

“The Repatriation Medical Authority will prepare SOP's based on 'sound medical-scientific evidence' that will exclusively state what factors related to service must exist to establish a causal connection between particular diseases, injuries or death and service.”

Question for Inquiry

If the SHOAMP study highlighted the link between aircraft maintenance and certain medical conditions suffered by those aircraft maintenance personnel, why hasn't the RMA prepared or released any SOP's that link to chemical exposure and subsequently to the Deseal/Reseal conditions?

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²⁹ http://www.austlii.edu.au/au/legis/cth/num_act/va199495bmlaa1994508/

Statement of Principles (SoP) for DSRS conditions, Continued

Fact

A DVA document entitled "Processing of Deseal/Reseal claims, issued 24/10/2005³⁰ states:

The Military Rehabilitation and Compensation Commission has approved the use of powers contained in subsection 7(2) of the Safety Rehabilitation and Compensation Act 1988 (SRCA) and section 31 of the Compensation (Commonwealth Government Employees) Act 1971 (CCGEA) for a group of diseases identified by doctors in the Department of Defence and Veterans' Affairs, as showing a significant increase in presentation amongst the Deseal/Reseal group.

Question for Inquiry

If doctors from Defence and Veterans' Affairs considered that there was a group of diseases that showed a significant increase in presentation amongst the deseal/reseal group in 2005, why did they not request the Repatriation Medical Authority (RMA) to review the SOP's for those diseases following the release of the SHOAMP?

Notable occurrence

It is worth noting that, to date, not one SOP released or reviewed by the Repatriation Medical Authority (RMA) since the SHOAMP release in 2005 has any references to chemical exposure let alone a specific reference to Deseal/Reseal operations.

Question

If the SHOAMP research uncovered so much damage being done to personnel purely by their exposure to chemicals during aircraft maintenance operations, why has there not been any SOP's containing chemical exposure as a cause?

³⁰ http://www.rslqld.org/Portals/0/Pensions%20Documents/Processing_of_Deseal_Reseal_Claims.pdf

Treatment of Widows of DSRS Personnel

**Ex-Gratia
contentious
Fact**

The BOI and SHOAMP detailed the possible effects of the chemical exposure that Deseal/Reseal personnel were subjected to, yet if they died before a certain date, their widow is told that she cannot claim an ex-gratia payment.

**Defence policy
and Medical
fact**

In fulfilling our responsibilities to the Government, it is paramount that we protect the health and safety of Defence personnel and is underpinned by our Defence values.

As Defence leaders, we have an ethical and legal obligation to look after our people. The quality of our OHS performance is critical to attracting, recruiting and retaining skilled personnel, and maintaining our reputation with the Government and the Australian people.

We accept responsibility for Defence's OHS policies and practices and will continue to implement practicable measures to ensure Defence improves its OHS performance³¹.

Sickness and disease continues on for the lifetime of those affected by it.

The effects of chemical exposures may vary, depending on the age of exposure (in utero, childhood, adult), the route of exposure (ingestion, inhalation, dermal), amount and duration of exposure, exposures to multiple chemicals simultaneously, and other personal susceptibility factors, including genetic variability. Therefore, not everyone may be affected the same way when they are exposed to the same substances for the same time.

**Question for
Inquiry**

If the Government and Defence are serious about looking after their personnel both current and past, why has the rights of a widow to claim payment for the death of her partner due to Defence caused diseases/exposure been denied to her?

Recommendation

That the date of exclusion for receiving ex-gratia payment for the estate of a deceased participant in an F111 Deseal/Reseal Program (i.e. on or after 8 September 2001) be removed.

³¹ Defence Occupational Health and Safety Policy Statement, July 2007

Handling and Administration of Claims

Terms Of Reference

The Inquiry will consider whether the overall handling and administration of ex gratia and compensation claims was appropriate, timely and transparent for both participants and their families.

My Story

On 9 January 2002, I submitted an informal claim through DVA office in Brisbane.

On 13 March 2002, I received a letter from Desley Zozars, Claims Assessor advising that:

"I am a member of a special team set up to investigate claims for compensation which may involve exposure to chemicals during the F111 deseal/reseal program. To assist me to process your claim as quickly as possible I need further information."³²

The information was subsequently sent to Ms Zozars within the next month claiming compensation under MCRS for the following conditions: Skin condition, memory loss, migraine headaches, major depression, fatigue/sleep apnoea, sexual dysfunction, liver problems and gout.

On 6 February 2003, I received a letter from Ms Zozars asking me to attend appointments with a Neuropsychologist at Medico Legal Consultants of Australia (MLCOA) on the 28 February 2003. I attended as requested.

On 10 May 2005, I received a letter from Sharon Sinclair, Claims Investigator asking me to attend a number of appointments with MLCOA specialists including a Physician (25 May 2005), Psychiatrist (26 May 2005) and a Respiratory Physician (22 June 2005). I attended all appointments as requested.

Continued on next page

³² DVA Letter from Desley Zozars, Claims Assessor, dated 13 March 2002

Handling and Administration of Claims, Continued

My Story (continued)

On the 27 April 2007, I received a letter from Brenda Tilke, Delegate of the Military Rehabilitation and Compensation Commission, Military Compensation and Rehabilitation Service stating the following:

"I refer to your claim for compensation for skin condition, memory loss, migraine headaches, major depression, fatigue/sleep apnoea, sexual dysfunction, liver and gout.

As you maybe (sic) aware, the Government's response to the SHOAMP (Study of Health Outcomes for the Aircraft Maintenance Personnel) report indicated that it is satisfied, that a number of medical, psychological and neurological conditions showed a significantly greater incidence in those personnel actually involved in the F111 Deseal/Reseal Programs than in the Defence community generally

It was therefore determined that those employees who can be identified as having Tier 1,2 or 3 levels of exposure, as specified in the Deseal Reseal definitions for the ex-gratia lump sum payment, would have liability accepted by the Commonwealth for specific condition unless the evidence proved their military employment did not contribute to the disease.

As your level of exposure has not satisfied the criteria for Tier's 1, 2 or 3 your claim can only be assessed on the available medical evidence in accordance with the required standard of proof."

The letter went on to assess and disallow all my claimed conditions. It also supplied all the Doctors Reports from the appointments that I had kept throughout the previous years.

Overall my entire claim process took over 5 years to complete.

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Handling and Administration of Claims, Continued

Question for Inquiry

If DVA already had and maintained a database of eligible personnel under the Deseal/Reseal Health Care Scheme, why was the Ex-Gratia 'Tier' definition used to determine claimants for the Deseal/Reseal Lump Sum Payment Scheme and also to determine compensation claims under the Military Compensation and Rehabilitation Scheme (MCRS)?

Why wasn't the SHOAMP study used by DVA/MRCC to develop relevant definitions that fitted the actual proven exposures of all aircraft maintenance personnel?

VEA Claims were approved

It should be noted that during the time that I was waiting on the MCRS Claim, I had also submitted claims for my conditions under the VEA Act and was subsequently awarded the following conditions as being Defence-caused:

- Contact Dermatitis (Skin Condition) accepted 19/9/2002
- Depressive Disorder (Major Depression) accepted 07/01/2005
- Gout accepted 07/01/2005

I was assessed and subsequently received disability pension at 100% rate on 19 September 2002 and received a Special Rate Pension (TPI) wef 18 September 2006 following a VRB hearing.

Unsatisfactory MLCOA Reports

I was disappointed when I received the MLCOA Reports to find that my Reports had been passed from Doctor to Doctor within their organisation. Subsequently each and every one found in favour of DVA (who was paying them after all!!) and most used information from the other reports (cut and paste) to supplement their own reports.

By having access to each others Reports there is very little chance that they would contradict another specialist in reaching their own conclusion. Very disappointing overall and so very unfair to the client.

Questions for the Inquiry

Why did it take so long to process my MCRS claim?

My Chemical and Hazardous Substances Exposure

**Hazardous
substance
exposures**

During my four and a half years working on the F111C, I believe that I was exposed to not only the chemicals used to conduct 'pick and patch' repairs to the F111C fuel tanks but also some quite disturbing substances during the general maintenance of the aircraft. I have tried to remember as many as possible and have provided the list at Attachment A. To the best of my knowledge I was not offered PPE and definitely was not given suitable training on the risks of exposure to these substances.

**Exposure to
Aviation
Turbine Fuel**

As it was almost impossible to totally remove the aviation turbine fuel from the tanks prior to entry, I would always come out soaked in aviation turbine fuel (AVTUR). No PPE was offered or worn with normal working clothing consisting of socks, shorts and a t-shirt. I can remember the smell of 'kerosene' on my clothes and my wife's comments when I arrived home.

**Claustrophobic
conditions**

Working in the tanks was very claustrophobic. Time spent in the tanks ranged from 30 minutes to a couple of hours. 'Fresh' air was usually pumped into the tanks for a period prior to and during our time in the tanks however it was subject to the smells in the general environment including those from aircraft engines running in the vicinity.

**Smoking after
tank entry**

I was a smoker at that time and would light a smoke as soon as possible after exiting the tank. At no time was I advised that this may have been harmful to my health.

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My Chemical and Hazardous Substances Exposure, Continued

My physical conditions at the time

I have third degree burns to my upper torso which cover about 20% of my body. I have had them since I was 10 months old when I pulled a pot of boiling water from the stove. Over the years I have had to have a lot of skin grafts to my stomach and chest areas. The skin has been taken from my thigh area with some coming from the area just above my pubic area. This has left thin skinned areas where I was very susceptible to any sort of dermal chemical exposure especially while sitting in puddles of fuel while in fuel tanks. I feel that these exposures may have contributed to increased levels of dermal ingress of these chemicals and my subsequent decrease in health.

Defence caused Medical conditions

To date, DVA has recognised as “Defence caused”, a number of conditions which I believe were the result of my unprotected exposure to the various toxic and hazardous substances during my time in the RAAF. For years I had thought that they were a result of growing old even though some of my friends who were my age appeared to be healthier in mind and body.

My conditions have subsequently been confirmed by the SHOAMP Report as likely to be caused by my exposure to chemicals associated with aircraft maintenance.

These conditions include:

- Contact Dermatitis
 - Non-melanotic malignant neoplasms of the skin
 - Solar keratosis
 - Irritable Bowel Syndrome
 - Depressive disorder
 - Alcohol abuse/dependence
 - Gout
-

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Lifetime Effects

**Long Term
Medical issues**

My quality of life has been deeply affected by my defence caused injuries to such an extent that I was forced to retire from my career in September 2006 at age 56 on Doctors advice. My symptoms of long term pain, depressive state, constantly changing mood and alcohol abuse have turned my family away from me and have made me very reclusive.

Memory Loss

I have experienced Memory loss, sexual dysfunction and rashes for the past 20 years but DVA has refused to recognise any of these symptoms as being related to my pick and patch chemical exposure. They have denied my claims for compensation saying that these symptoms are the result of my depression and alcohol dependence and as such, are not considered to be separate conditions for the purposes of compensation.

**Financial
constraints**

When I was forced to retire on medical grounds in September 2006, I lost a professional position with the Department of Defence that was paying approximately \$66,000.00 per annum. My application for a TPI Pension was subsequently approved by the Veterans Review Board on 11 April 2008 with it being backdated to 18 September 2006.

List of Hazardous Substances

List of hazardous substance exposures

Although not complete, the following list gives an indication of some of the toxic and hazardous substances that I was exposed to during my 21 years service with the RAAF.

| Item No | Chemical |
|---------|---|
| 1 | Polychlorinated Biphenyl's (PCBs) |
| 2 | Beryllium compounds including Beryllium Oxide |
| 3 | Aviation Turbine Fuels (AVTUR including JP-4 and JP-8 (Jet A-1)) |
| 4 | "Various Jet Oils" |
| 5 | "Various Hydraulic Oils" |
| 6 | Methyl Ethyl Ketone (MEK) |
| 7 | Isopropyl Nitrate |
| 8 | Trichloroethylene |
| 9 | Naphtha (White Spirits) |
| 10 | Benzene |
| 11 | Ethylene Glycol Monomethyl Ether (EGME) (Anti-icing agent in JP-4 AVTUR) |
| 12 | Freon |
| 13 | Acetone |
| 14 | Contact cement |
| 15 | Isocyanates |
| 16 | "TURCO" aircraft cleaning products including ED500 |
| 17 | Trichlorotrifluoro-ethane |
| 18 | "Desealing chemicals and resealing Goops" (i.e. two part sealants) used for fuel tank sealing |
| 19 | Carbon tetrachloride |
| 20 | Kerosene |
| 21 | Trichlorofluoro-ethane |
| 22 | Toluene |
| 23 | Isopropyl Alcohol |
| 24 | Lead |
| 25 | Mercury |
| 26 | Asbestos |
| 27 | Selenium |
| 28 | Nickel |
| 29 | Cadmium |
| 30 | Radioactive materials including Tritium, Promethium |
| 31 | Composite Fibres including carbon and boron. |