The Minister for Lands: Are they not carrying on their business?

Mr. THOMSON: If the Government are going to exercise compulsion, as they did in respect of workers' compensation business, there will be no business left for the companies.

The Minister for Lands: The companies compelled the Government to do what they did.

Mr. THOMSON: The Chairman will not allow me to discuss that.

The CHAIRMAN: I will not.

The Minister for Lands: I am not going to allow such a statement to go unchallenged.

Mr. THOMSON: It is that action that has made members on this side doubt whether they should permit this or any other Ministry to say with what insurance companies these policies shall be taken out. I recognise the necessity for restrictions and for the Government controlling traffic. This Bill will place great power in the hands of the Government. They will have the right to say that an individual shall not follow his calling as a motor bus owner plying on certain routes.

The CHAIRMAN: We have already passed that clause.

Mr. THOMSON: I am dealing with the principles of the Bill.

The CHAIRMAN: The hon. member must confine his remarks to the amendment.

Mr. THOMSON: I have no objection to this clause, which affords protection to the public, but I strongly object to the Minister taking the right to say with which office a bus owner shall insure. I believe in protecting the companies who have lodged with the Government £290,000.

The Minister for Lands: They are a little more wealthy than is the poor motor driver.

Mr. THOMSON: We are considering the public. If it were a matter of considering the driver only, I should strongly object to the passing of this clause.

The Minister for Lands: The driver has to pay.

Mr. THOMSON: Yes; he has to pay license fees and a petrol tax.

The Minister for Lands: He pays not the Government but the local authorities.

The CHAIRMAN: Order!

The Minister for Lands: In that statement you are not altogether honest.

Mr. THOMSON: I take exception to the Minister's remark: my actions are quite honest. I am opposed to State trading concerns, and I object to giving the Minister the right to say with whom insurance shall be effected.

Progress reported.

House adjourned at 10.55 p.m.

Legislative Council,

Wednesday, 22nd September, 1926.

The PRESIDENT took the Chair at 4.30 p.m. and read prayers.

MOTION—INDUSTRIAL ARBITRATION ACT.

To Disallow Apprenticeship Regulations.

HON. J. NICHOLSON (Metropolitan) [4.34]: I move—

That the Apprenticeship Regulations made (under and in pursuance of The Industrial Arbitration Act, 1912-1925) and published in the "Government Gazette" of 20th August, 1926, and laid on the Table on 24th August, 1926, be and the same are hereby disallowed.

In moving this motion I am not actuated by any hostility towards the apprenticeship system. On the contrary, I wish it to be made clear that I have always had, and still have, a sincere desire to see that this particular branch of our industrial life shall be placed on a firm and sure foundation. The one way in which to bring that about is to endeavour to see that whatever regulations are brought into force are established on a basis that will provide for the satisfactory working of all sections of the Act, the maintenance of that harmony which everyone wishes to see, and the establishment of

discipline which is most essential not only in the interests of the masters and employers, but also in the interests of the apprentices. Unless discipline be made one of the outstanding features of the encouragement of apprenticeship, all order disappears. The apprentice cannot possibly be instructed as fully or as effectively as would be the case if discipline reigned supreme. Another important matter is that there is imported into these regulations certain clauses which must necessarily affect existing awards and agreements. It was never contemplated when the Act was passed that regulations made under these particular sections of the Act dealing with apprentices should relate to apprentices who were already serving their time in certain industries. A lad may have passed through a certain portion of his period of service, say three or four years, and may be entering on his last year of service. If we were to apply certain of the clauses of these apprenticeship regulations to such a lad—and as they are framed they would be so applied—it would lead not only to confusion but to injustice and hardship. In existing awards and agreements certain terms have been expressed upon which these lads were apprenticed. They were apprenticed under certain awards, and this has been done with the approval of the court. It is now proposed to alter and vary these. It would be unwise and unjust that new clauses should be imported by means of regulations such as these, and that they should work unnecessary hardship and cause disorder in the arrangements. In approaching this subject I desire to show the effect of the regulations as they are formulated, and to make it clear to the Government that there is no hostility on the part of those interested, and least of all any on my part, in this matter. I shall always be pleased to assist in formulating regulations that will establish a happy and wise relationship between the master and the apprentice, and to endeavour to solve one of the great difficulties that have been facing us for a long time in connection with the qualifying of our lads in useful occupations. It may be necessary for me to read at length from those regulations to which I intend to call attention, and upon which I shall have some observations to make. I have been unable to supply members with copies of these regulations. There are not sufficient copies available for me to circularise each of the members of the Chamber with them. They would necessarily be at a loss to know exactly what my comments might mean unless I read each of the paragraphs one by one. This will take up a little time. In consequence of that I hope members will give me their indulgence, and realise that I am not seeking to do this for the sake of taking up time, but with the sole object of giving members a better understanding of the position than would otherwise be possible. The first regulation reads—

> These regulations shall apply to the skilled industries, crafts, occupations and callings mentioned in Schedule 1 hereto, and to such other skilled industries, crafts, occupations and callings as the court may from time to time by order direct, and to all awards of the Court and industrial agreements unless therein or thereby modified or amended.

Clause 2 states—

> These regulations shall apply to the metropolitan district of Perth, which, for this purpose shall be deemed an area comprised within a radius of 25 miles from the G.P.O. in the city of Perth. The court may, by order direct that the whole or part only of these regulations shall apply to any other specified area.

The special industries, crafts and occupations referred to in Schedule 1 are set out therein, and include boatbuilding and shipwrighting; boot making and its branches; bread baking and pastry cooking; building, including bricklaying, carpentry and joinery, stonemason's work, plastering; butchering and clothing and their branches; coach and motor body building and their branches; confectionery, coopering, dental mechanics; engineering and its branches; furniture making and its branches; hairdressing; jewellery and watchmaking; opticians; painting, paperhanging and signwriting; photography; plumbing; pottery; printing and its branches; saddlery and leather goods and branches thereof; sheet metal working; and timber machinery. There is a note at the end which says—

> This schedule may be altered, amended, or varied at any time by order of the court.

I do not think it would be right for the court to have the sole power to enlarge the scope of these industries, without bringing in a new regulation so that Parliament may have an opportunity of saying yea or nay to whether these industries should be included or not. Here is one objection to the schedule, to begin with. Clause 1 states in the first place that the regulations shall apply to the whole of these skilled industries. It does not state that it shall

apply to the whole of these skilled industries situated within the metropolitan area. We have to go to Clause 2 of the regulations to find that they are intended to apply only to the metropolitan area, and that power is given to the court at any time to enlarge the scope or area within which these regulations will apply.

Hon. J. Ewing: Is that really the position?

Hon. J. NICHOLSON: Yes, as the regulations are framed. There is therefore grave inconsistency between the two regulations as they are presented. In the first place regulation No. 1 is really State-wide in effect as applying to the whole of the industries, crafts and occupations to which I have referred. The second regulation seeks to confine that to the metropolitan area, with power vested in the hands of the court to enlarge the scope of the area within which the regulations may operate. Thus, there is an inconsistency. One could ask why the regulations should not be dealt with by way of amendment. Unfortunately I cannot move amendments to regulations under the law as it stands to-day; I must move to disallow them. By the time I had dealt with the various regulations affected and if the House disallowed certain of them, then what might be left of the regulations would be useless. Thus, I have no alternative but to move for the disallowance of the whole of the regulations. Apart from the inconsistency between the first two regulations to which I have already drawn attention, it will be acknowledged it was never intended the court should have power, generally speaking, to make regulations applying to all the crafts and occupations enumerated, without making an exception regarding those apprenticeship agreements in force at present and regarding existing awards under which such apprentices may be working. I would refer hon. members to the section of the Act which proves that the court really has no power to make regulations except as regards future apprenticeship agreements made as from the date of the passing of the Act and of the regulations coming into force. Under Sections 125 to 128, various provisions of the Industrial Arbitration Act as passed last year dealt with this aspect. Section 125 sets out that the Government may appoint a board of three members, to be called the apprenticeship board, and it states exactly what is to be done in that regard. Section 126, Subsection 1, provides that every person desirous of becoming an apprentice shall be employed on probation for a period of three months, in order to determine his fitness or otherwise for an apprenticeship, and that the period so spent shall be counted as part of the term of his apprenticeship. It is also set out in Subsection 2 that no premium shall be paid to or accepted by, any employer for taking an apprentice. Subsection 3 contains the following:—

> It shall be provided in every agreement of apprenticeship—(a) that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours; (b) that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

Subsection 4 reads—

> Any employer who, when required by the court, or by the apprenticeship board in the case of apprenticeships in the building trade, to enter into an agreement of apprenticeship, neglects or refuses to do so without reasonable cause shall be guilty of an offence.

It will be seen, in the first place, that the provision regarding apprenticeship agreements relates to something to be done in the future. The section I have quoted, and other sections as well, show clearly that it was intended that any regulations made, as provided for under Section 128, should apply only in respect to future agreements and not to existing agreements relating to apprentices. Thus there is a grave inconsistency between the two opening sections of the apprenticeship regulations. Those regulations have been published by the court and have been signed by the members of that court. My contention is that they have no power to make such regulations which would have the effect of altering or affecting subsisting agreements and regulations that may be issued, if these be passed, and which may result in grave confusion and injustice. I will give one instance. A lad may be in the third, or even in the last year of his apprenticeship. I have read the section to hon. members under which it is set out that an employer has to provide technical training for his apprentice, and that the provision of that training must be at the employer's own expense. In the event of a lad having practically finished his apprenticeship period, hon. members will see that

there is no provision in the agreement, or in existing awards, for technical training. This would import a new condition entirely, something foreign to the arrangement upon which parties originally agreed. That would be unfair and unjust. Something new would be imported into the agreement that was never intended by the parties. There is something still more important. A lad who has undergone three or more years of his apprenticeship has carried his technical education to a certain point. In the finishing year of his term he may be placed in an entirely different category. Are we to agree to placing these lads in such a position? Is it intended that they shall go back and begin their technical course again, so as to comply with the regulations as they stand to-day? There is no provision for exempting such lads from that necessity. I hope I have made the position abundantly clear to hon. members to convince them that the two opening regulations are unsound and should not be included in any such regulations. Coming to the third regulation we find that it deals with minors who, according to a subsequent clause in the regulation, must be not less than 14, nor more than 18 years of age. The third regulation reads as follows:—

> No minor shall, after the date of these regulations, be employed or engaged in any of the industries, crafts, occupations, or callings to which these regulations apply, except subject to the conditions of apprenticeship or probationership herein contained: Provided that the court may exempt from the provisions of this regulation any class or classes of minors employed or engaged in any of such industries, occupations, or callings, whose employment is not, in the opinion of the court, of such a nature as will permit or require them to become skilled craftsmen.

This will impose a very severe handicap upon the apprentices and, so far as I can learn, will adversely affect the employment of many lads who could otherwise be provided with work. Moreover, it will prove a very cumbersome and unworkable provision. It sets out that no minor shall be employed after the date of these regulations coming into force in any trades, callings, occupations, or industries unless, of course, he is an apprentice or, as is mentioned in the regulations, we have useful industries in which lads can often be employed when there is sufficient work for them. Despite that, we know that many lads who may desire to be apprenticed cannot be so apprenticed owing to the fact that Arbitration Court awards usually contain conditions limiting the number of apprentices to be employed. The result is that a large number of lads are left at a loose end, looking for employment from time to time. The effect of the regulations would be to debar those lads from engaging in employment with which they could otherwise be provided unless allowed by the court. I can give an instance regarding the occupation known as that of a rivet boy. It has been the practice to employ junior labour for work such as riveting, the lads being engaged in passing the rivets from the forges to the mechanics. The new regulations make it compulsory to obtain the permission of the court before the services of such boys can be utilised. I ask hon. members, what employer will go to the trouble of making an application to the court to know whether or not he can employ boys in that direction? Will such a provision help employment or will it tend to remove unemployment? If we make it obligatory upon employers desirous of giving a lad work in these directions, are such employers to be compelled to go to the court to seek permission before they can so employ the lads? Are we to make the position so cumbersome and difficult that employers who desire to provide lads with work will not care to go to the trouble of seeking the permission of the court? It must be remembered that if such an employer did provide lads with work without the consent of the court, he would commit an offence against the Act. Is it right that such a provision should be included? In my opinion, such a provision amounts to a step towards creating unemployment. We wish to remove unemployment, not to place obstacles in the way of employers providing work for lads. Rather than make the task cumbersome, it should be made as simple as possible. We know that if an application is made to the court, steps have to be taken to get the application dealt with by the court, and it may be days or even weeks before a hearing can be obtained. During the last few days, so I have been informed, a contractor was carrying out extensive tank construction work on which boys of about 15 years of age were employed in sending along rivets. The contractor wished to know what rate of wages should apply to the job undertaken by those lads. He was informed that under the regulations as they stand, such

boys could not be employed without the consent of the court. Therefore the only rate of wage that could be applied to them would be the minimum for a labourer, namely, £4 11s. per week. Who is going to employ a boy at £4 11s. a week for passing rivets? That is the style in which the regulations are framed, and in regard to Regulation No. 3 I think I have said sufficient to convince members that it is very unfair and unwise. Now I come to Regulation 4, Subclause 3 of which states—

Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by any award or industrial agreement applicable or as may be approved by the court. In the event of his becoming an apprentice, such probationary period shall be counted as part of the term of apprenticeship.

This clause is obviously intended for probationers, but as a matter of fact it embodies provisions that are applicable really to apprentices. It is an objectionable clause because the words "or as may be approved by the court" appear to interfere with individual agreements. It applies to apprentices really, and not to probationers, because the probationary period of three months is necessary under Section 126 of the Act, and the agreement under that Act is not submitted for registration until 14 days after it has been made. I pass on from that clause to No. 8 of the regulations, and I want to call the attention of the House to the fact that the regulations are headed in big type "Apprenticeship Regulations." It is rather important to note that. The clause reads as follows:—

No employer shall refuse employment to any person or dismiss any employee—

there is a big difference between the words "employee" and "apprentice"; it does not say "dismiss any apprentice"—

from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the employee is a member of any Advisory Committee, or by reason merely of anything said or done or omitted to be done by any such person or employee in the course of his duty as such member.

Hon. E. H. Gray: What is wrong with that?

Hon. J. NICHOLSON: Why is this clause included in regulations dealing with apprentices? I have called attention to the fact that the headline is "Apprenticeship Regulations." The clause says that no employer shall dismiss or refuse employment to any person or dismiss any employee. Why should the clause dealing with the relationship between employer and employee be introduced into regulations having reference to apprentices?

Hon. E. H. Gray: Because it applies to men who are engaged in looking after apprentices.

Hon. J. NICHOLSON: If the hon. member had read the subsequent subclause he would have seen that it had nothing to do with apprentices. Again, I ask why is the clause included?

Hon. E. H. Gray: Read on.

Hon. J. NICHOLSON: It does not refer to a master refusing employment to or dismissing an apprentice, a totally different thing. Therefore, it should never have been included. Subclause 2 of that same clause reads—

In any proceeding for any contravention of this regulation it shall lie upon the employer to show that any person proved to have been refused employment, or any employee proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member, was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this regulation—

This clause, too, should be deleted.

Hon. J. R. Brown: Why not burn the lot?

Hon. J. NICHOLSON: The hon. member's interjection describes exactly what should be done. The whole regulations should be recast; they are so unworkable. I am glad the hon. member realises the position so early. Reading the two clauses to which I have referred, the result is that if a member of an advisory committee applies with other workers for employment, the employer must give reasons for refusing that employment to such member, but not for refusing others. In any case it is unjust to compel an employer to disclose his reasons.

Hon. E. H. Gray: You would not get a man to act on that committee if he was not safeguarded.

Hon. J. NICHOLSON: I have endeavoured to point out that the clauses deal with the question of refusing employment by an employer to an employee, not for refusing employment or dismissal by a master of his apprentice—totally different things. These are apprenticeship regulations and therefore the clauses I have read should never have formed part of them. It is a distinct effort

to import into apprenticeship regulations something that has nothing to do with them.

Hon. E. H. Gray interjected.

The PRESIDENT: Order! The hon. member will have an opportunity later of replying.

Hon. J. NICHOLSON: Clause 9 of the regulations is rather long. It sets out—

> Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the registrar in the prescribed form. If at the date of the coming into operation of these regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer. (b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement. (c) The court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months. (d) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

This is a cumbersome provision. It compels the parties to go before the court for the court's approval, because all agreements have to be drawn up in a form to be approved by the court and signed by the employer and legal guardian. It is bound to lead to trouble. The course to follow should be to allow the parties to be at liberty to agree to any terms they like so long as the terms are not inconsistent with the terms settled by the court which lays down clearly and definitely what the conditions of the agreement are to be. The parties sign the agreement and it is filed with the registrar. A cumbersome provision such as the one I have just read will lead to unnecessary delay and hardship and probably produce a result similar to that of the case of the rivet boys, namely unemployment. Another paragraph of the clause provides that the court shall have power to transfer an apprentice from one employer to another either temporarily or permanently—

> (i) If the employer does not provide the necessary facilities for the apprentice to become proficient in his trade or (ii) upon the application of the employer or the apprentice for good cause shown.

In Clauses 17 and 23 there is reference to assignments. Clause 17 provides—

> Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed.

Clause 23 reads—

> In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the court to arrange for such transfer or to have such agreement cancelled.

Why all this unnecessary work?

Hon. J. R. Brown: That is in the event of a dispute.

Hon. J. NICHOLSON: There is no necessity for a dispute; surely such a matter could be satisfactorily adjusted between the parties. On the one side you have the master or employer and then on the other there is the boy with his legal guardian and an assignment is mutually decided upon.

Hon. E. H. Gray: Suppose they do not.

Hon. J. NICHOLSON: Then there cannot be an assignment. It is the same as if the hon. member were interested in an agreement; if he did not choose to dispose of his interest, then nothing would be done. The intervention of the court is an unnecessary hindrance in an ordinary simple transaction.

Hon. E. H. Gray: It is a guarding of the apprentice.

Hon. J. NICHOLSON: The hon. member would make the guardianship so cumbersome as to render it difficult for apprentices to be employed at all. Instead of making it a simple matter, the hon. member would make it a most difficult matter.

Hon. J. J. Holmes: He does not want apprentices.

Hon. E. H. Gray: We do not want too many.

Hon. J. NICHOLSON: All these clauses are unnecessary, because the parties can settle such little differences among themselves. They are matters which might well be discussed; and it would have been desirable, before promulgating the regulations, to have a round table conference of both sides. Apparently that has not been done, though the views of the parties were asked for. Paragraph (j) of Clause 9 provides—

> All existing agreements of apprenticeship made or entered into prior to these regulations coming into force shall continue to have full effect subject to any modifications imposed by these regulations, and shall be

deemed to have the same effect as if they had been entered into in accordance with these regulations.

I contend that the latter part of the paragraph is ultra vires—"Subject to any modifications imposed by these regulations, and shall be deemed to have the same effect as if they had been entered into in accordance with these regulations." Sections 126 and 127 deal only with apprenticeships entered into after the Act came into force. Subsection 8 is the only one which deals with apprenticeships entered into prior to the Act. Therefore there is no authority to embody, as proposed, regulations embodying the provision of Section 126 in previously subsisting apprenticeship agreements. Accordingly it is necessary that paragraph (j) of Clause 9 should be struck out. Now I come to Clause 11, which is contingent on Clause 12 and refers to the employment of apprentices by an industrial union or an association. Clause 11 provides—

Such union or unions or association shall sign and seal the indenture of apprenticeship and shall also appoint a person or persons, being an officer or officers of the union or unions or association, who shall be deemed to be an employer for the purpose of these regulations, and shall be responsible for the observance thereof, and shall also sign and seal such indenture.

The clauses are so impossible of fulfilment that they ought to be struck out. Clause 12 reads—

The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industries, crafts, occupations, or callings in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be prescribed or as may be directed. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as may be prescribed or directed as aforesaid, in addition to the teaching that may be provided by his employer.

Clause 12 contains certain words which ought to be struck out All these are matters which could be discussed at a round table conference.

Hon. J. J. Holmes: Do you think it is possible for an employer to keep anybody constantly at work nowadays?

Hon. J. NICHOLSON: Under present circumstances it is very difficult.

Hon. J. J. Holmes: Then why should the employer be compelled to keep the apprentice constantly at work?

Hon. E. H. Gray: The indenture quoted is one which was drawn up 50 years ago.

Hon. J. NICHOLSON: Clause 14 sets out all the conditions as to agreements of apprenticeship.

Hon. Sir Edward Wittenoom: Is there any condition that the apprentice should work continuously?

Hon. J. NICHOLSON: Some of the clauses are not so stringent as those which I have read affecting the employer. It would appear that there has been some little relaxation in regard to other clauses.

Hon. E. H. Harris: The regulations are stringent enough.

Hon. J. NICHOLSON: They are.

Hon. E. H. Gray: Do you suggest there is no control whatever over apprentices?

Hon. J. NICHOLSON: There is a certain control, but I could give the hon. member particulars of happenings which I would not dare to quote in this Chamber. There are certain cases which could be mentioned at a round table conference, but could not be repeated in public. I think they would impress the hon. member with the necessity for something stringent being inserted.

Hon. E. H. Gray: But the employer still has the right to cancel the indentures.

Hon. J. NICHOLSON: Only as the result of application to the court.

Hon. E. H. Gray: The court would support him.

The PRESIDENT: Order! I must remind hon. members that Mr. Nicholson is addressing the Chair.

Hon. J. NICHOLSON: Clause 14 provides—

Every agreement of apprenticeship entered into shall contain—

That shows what the Act contemplated; that refers to a future agreement, not an old agreement.

—in addition to such other conditions as may be prescribed—(a) The names and addresses of the parties to the agreement. (b) The date of birth of the apprentice. (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound. (d) The date at which the apprenticeship is to commence and the period of apprenticeship. (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to com-

ply with the terms of the relative industrial award or agreement so far as they concern the apprentice. (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours. (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

The general conditions of apprenticeship are also to be embodied. If an apprentice does not prove himself sufficiently capable, there should be a right reserved to the employer to terminate the agreement of apprenticeship.

Hon. J. J. Holmes: Instead of which the employer has to pay in order to have the apprentice coached privately.

Hon. J. NICHOLSON: The employer would have to pay for the extra amount of tuition required by an indifferent apprentice.

Hon. E. H. Gray: The employer has had three months to find out that the apprentice is indifferent.

Hon. J. NICHOLSON: But that period of three months might not disclose all the qualities of the lad. With conditions such as these, the result would be to penalise the employer through the delinquencies or other undesirable qualities of an apprentice. As the matter stands, the employer has no direct or effective control over the apprentice. The employer should be the judge, and not the court, whether a lad has failed in his duty as an apprentice.

Hon. E. H. Gray: Before there was an Arbitration Court, that was the case; I mean 30 or 40 years ago.

Hon. J. NICHOLSON: Take any apprenticeship agreement of the date referred to by Mr. Gray, and it will be found that the person who determined whether or not an apprentice carried out his agreement, was the employer. He did not need to go to the court at all.

Hon. E. H. Gray: He did. I will read you my articles of apprenticeship.

Hon. J. J. Holmes: Who shall decide what "reasonable directions" of the employer are?

Hon. J. NICHOLSON: It is extremely difficult to do so, and makes the employment of apprentices one of the most difficult and burdensome things possible, instead of being one of the easiest and happiest things for an employer to do. I shall now refer to Clauses 15, 25 and 37, which are mixed up in an extraordinary manner. Clause 15 provides—

> Where in any case it is reported to the court that any employer or group of employers has not in his or their employ the number of apprentices in proportion to the journeymen employed equal to the proportion allowed or required by the industrial award or awards relating to the callings concerned, the court may make such investigation and order as it may deem necessary to ensure that each employer or group of employers shall employ and train a specified minimum number of apprentices.

To begin with, that seems quite reasonable in one way; but now we come to Clause 25—

> Where in any case the court is of opinion that the number of apprentices being trained in any trade, industry, craft, occupation, or calling is insufficient to meet the requirements of the particular trade, industry, craft, occupation or calling in the matter of skilled artisans, the court may make such investigation and order as it may be deemed necessary to permit or require any employer to employ such further number of apprentices as may be directed. Notice of such order shall be given to the industrial union and to the employers' association concerned.

Now we find another clause dealing with something of the same sort, Clause 37—

> With a view to determining whether the number of apprentices being trained in any particular trade, calling, craft, occupation, or industry is sufficient to meet the future requirements of the said trade, calling, craft, occupation, or industry in the matter of skilled artisans, the registrar may require any employer to furnish him with any specified information relating to the said trade, calling, craft, occupation, or industry, or relating to the employees engaged therein.

We have in three different clauses a combination of many subjects which are more or less interlaced and should all have been combined in one clause, though with modifications. I will not weary members by suggesting what the modifications should be. That is a matter for a round table conference. Grave inconsistencies are involved in those three clauses. Now I come to Clause 18.

The PRESIDENT: Order! Will the hon. member resume his seat? One hour has elapsed since the meeting of the Council, and under Standing Order 114 I must call on the next business unless the Council otherwise orders.

Resolved that motions be continued.

Hon. J. NICHOLSON: Clause 18 provides that every agreement shall include a

provision that it may be cancelled, subject to the court's approval, by mutual consent. If it may be cancelled by mutual consent, why the court's approval? I do not see the necessity for interposing the court at all. The clause continues—"By the employer and legal guardian of the apprentice giving one month's notice." Why all this labour? It seems so unnecessary and so unwieldly. Surely the filing of a cancellation agreement would be sufficient for everybody, in the same way as a man discharges a mortgage. Clause 20 provides—

No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship shall be cancelled by order of the court on the application of the employer. Provided, however, that an apprentice may be suspended for misconduct by the employer but in any case the employer shall forthwith make application for an order for the cancellation of the agreement of apprenticeship and in the event of the court refusing the same the wages of the apprentice shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

Hon. E. H. Harris: Have you thought out what the position would be if the court were in recess?

Hon. J. NICHOLSON: The apprentice would be suspended while the court was in recess and until such time as the court after resuming could hear the application. It might possibly be three, four or five months before the application could come before the court.

Hon. A. J. H. Saw: And all the time there might be a liability for wages.

Hon. J. NICHOLSON: Yes, and the boy doing nothing. One instance was mentioned to me. An apprentice, on being denied permission to go to a sports meeting, openly defied his employer and went. The employer had a good reason for refusing to give his consent, for he had several other apprentices, and if he had given permission to one, he might have been called upon to give it to the others.

Hon. E. H. Harris: The boy should have said he was sick, and stayed away. He would have been quite safe.

Hon. J. NICHOLSON: The boy stayed away, and the master was going to dismiss him, but he found it was necessary to first suspend him and then make an application to the court. It meant so much unnecessary trouble and waste of time that he decided to let it go by. But is it in the interests of the youth of this State, is it wise that we as legislators should allow discipline to be set at naught in that way? We are not going to get discipline by the methods set out in these regulations.

Hon. Sir Edward Wittenoom: Would anybody employ an apprentice under those conditions?

Hon. E. H. Harris: Do you know whether any have been employed since these regulations were brought into operation?

Hon. J. NICHOLSON: I cannot say. Clause 21 provides that when an apprentice cannot be usefully employed because of a strike, the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike. That seems reasonable, but there is an objection to the clause, for it substitutes the court for the employer in matters that should be peculiarly within the knowledge of the employer, whose opinion should be final. The court is made the judge of whether the apprentice can be usefully employed during the strike. Obviously, the employer is the proper man to decide that.

Hon. J. J. Holmes: But the clause says the employer shall be relieved of his obligations. There is no option.

Hon. J. NICHOLSON: He cannot be relieved of his obligations without first making an application to the court. Clause 25 I have already read to the House. In this clause, after "ease" in the first line, the following words should be inserted, "on application of any person bound by an award or an industrial agreement." That is one of the clauses where some useful amendment could be made.

Clause 26 is important. It reads as follows:—

(a) Every apprentice shall attend a Government technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade or as may be determined by the court. Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence at reasonable cost to be approved by the court, the court in its award may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

There is no limit for this technical education; the whole matter is left to the determination of the court. We have Government technical schools in the metropolitan area, but there may be other areas where there are no such schools, and there we might find private people setting up some new scheme of vocational training and charging substantial fees that will have to be paid by the employer.

Hon. E. H. Gray: You are drawing the long bow now.

Hon. J. NICHOLSON: The training should be restricted to Government technical schools that could be attended by the pupils.

Hon. J. M. Macfarlane: Is not the 12-mile limit excessive?

Hon. J. NICHOLSON: In such circumstances attendance is not compulsory. I contend that this technical training should be limited to training in a Goverment technical school. Then it is provided that the fees shall be paid by the employer. Surely if the employer is asked to pay the fees for the classes, he should have some voice as to what classes his pupils shall attend. The whole thing is left to the determination of the court.

Hon. J. J. Holmes: Except the fees.

Hon. J. NICHOLSON: Except the fees. Obviously it is quite unfair. The regulation continues—

> (c) The court may also determine the total period during which apprentices to any particular trade, industry, craft, occupation, or calling are to attend such technical school or classes.

It is not the employer, but the court, that will determine all this. The court might determine that the lad shall spend one-half his time in technical training. Surely the employer should have some voice, since he has to pay the boy's wages and pay also the fees for his technical instruction?

Hon. J. Ewing: This obtains in England.

Hon. J. NICHOLSON: It does not.

Hon. E. H. Gray: It obtained in Germany long before the war. That is why the Germans were so efficient.

Hon. J. NICHOLSON: Paragraph (g) reads as follows:—

> The employer shall provide such necessary material and machinery as may be required by the examiners, and shall in all ways facilitate the conduct of the examination.

Again it is for the employer to provide all these things required by the examiners. The examiners might make very extraordinary demands, but there will be no option. If the demands are not complied with, the employers will be guilty of an offence under the regulations and will be fined. Is that fair? No member can say it is fair. Various subclauses of Clause 26 should be amended by deleting certain words, but I shall not weary members by giving the details at this stage. I would call attention to Clause 30, which provides—

> If the examiners for any particular trade or calling, or the industrial union or employer concerned, make representations to the court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices, are inadequate, the court may make such investigations and such report to the Minister controlling such Technical School or such other place as it deems necessary.

I have already objected to the inclusion of the words "or other place of vocational training," and I again voice my objection to the inclusion of the words here. Clause 31 reads—

> (1) The term of apprenticeship may be extended by the court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiners to make any necessary recommendation to the court. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement except as to rates of wages, which shall be such amounts as the court may determine.

That seems to be an extraordinary provision as regards the words "except as to rates of wages, etc."

Hon. E. H. Gray: You would leave that to the employer?

Hon. J. NICHOLSON: No, I am referring to the whole clause. The employer should be given the right to say whether he will extend the agreement or not. The term might be extended by the court not with the consent of the employer; it might be forced upon him. That is unjust. Something of the same nature follows in Subclause 2 of Clause 31. Next I direct attention to Clause 32 which provides—

> When an apprentice is absent from work for any cause other than sickness, or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

The question might be asked, "What about public holidays that are not paid for and where the apprentice is entitled to annual leave?" Those things could be discussed

and could be provided for, but no provision is made for such circumstances.

Hon. J. J. Holmes: According to that, an apprentice could stay away as long as he liked, and come back when he liked, and the only penalty would be the deduction like the one I have mentioned.

Hon. J. NICHOLSON: That is the net result. Clause 35 reads—

For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman, regularly and usually working at the trade, he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed.

That is an important clause. Unless it is amended, a new firm starting business could not take apprentices for 12 months. It would apply also to branch businesses where the employer is a journeyman and is counted as such for the purposes of the clause. It should not be necessary to be regularly and usually working because the whole question is that of the employer's ability to teach and of the proportion of apprentices to journeymen in the trade. Further, I submit that a works manager and foreman should also be counted. These are matters that could be discussed more fully. Now I come to Clause 36, which reads—

Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1925, shall have the power to enter any premises, make such inspection of the premises, plant, machinery or work upon which any apprentice is employed or could be employed—

That is a most extraordinary provision "or could be employed"—

interview any apprentice or employee—

Note the reference to any "employee" as well as apprentice—

examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters, and generally do any act relating to matters covered by these regulations in the same manner as if all matters covered by these regulations were embodied in an award of the court and subject to the same restrictions.

I again object to the inclusion of an employee in an apprenticeship regulation. I object also to the power that it is sought to give an industrial inspector—to go in and examine any books or documents of the business relating to the wages and conditions of apprentices. He could enter and examine my bank book, my cheque book, my cash book, and every other book I have.

Hon. E. H. Gray: What has that to do with apprentices?

Hon. J. NICHOLSON: My cheque book would be used to draw cheques for paying apprentices' wages, as well as the wages of other employees, and my cash book would contain entries to that effect, and the industrial inspector could come in and rummage through every part of my business affairs in a way which, I am sure, was never intended. It is a power the giving of which I shall strenuously oppose.

Hon. E. H. Gray: What would be the use of regulations unless there were inspectors?

Hon. J. NICHOLSON: All the inspector needs to find out is whether the apprentices are being properly instructed and given proper work. Beyond that, he has no occasion to inquire into my business or my affairs. It will be remembered that when the Arbitration Act Amendment Bill was before us, it was proposed to include a clause creating every union secretary an inspector under the Act.

Hon. E. H. Harris: And anyone whom the union secretary might authorise.

Hon. J. NICHOLSON: Yes. That provision was struck out. The Act, however, provides for the appointment of inspectors and if these regulations are passed, the inspectors will have the right to enter and examine one's books and affairs in the most extraordinary way. I have probably said sufficient to convince members that these regulations as a whole should not stand. I have to apologise to the House for having dealt with them at such length——

Hon. J. J. Holmes: No apology is necessary.

Hon. J. NICHOLSON: But I have shown to be true what I indicated at the outset, that if I had merely claimed the disallowance of certain specified regulations, setting out certain numbers, I would have been unable to accomplish that which was most desirable. There is only one way to deal with the question, and that is for the whole of the regulations to be disallowed and for the matter to be thoroughly discussed at a friendly round table conference.

HON. E. H. HARRIS (North-East) [5.57]: I second the motion. When the amendment of the Industrial Arbitration Act was before us, we empowered the court, under what is now Part VIII., to make regulations relating to apprentices. That was done to protect apprentices. I agree it is necessary to have regulations in order that the position between the apprentice and the employer might be clearly defined. Before approving of what may be termed the most stringent regulations that have been tabled, I think we have a right to call upon the Leader of the House to ascertain the reason for some of them. Altogether there are 43 regulations, covering about 26 trades or vocations. Mr. Nicholson has dealt fairly extensively with them, but there are several relating more particularly to the employees to which he has not referred. The first of these is Clause 10, which reads—

(i) An apprentice may, for the purpose of these regulations, be indentured to an industrial union or to industrial unions functioning in a trade, industry, occupation or calling, and arrangements may be made by such union or unions for the employment of such apprentice or apprentices. (ii) An apprentice may, for the purpose of these regulations, be indentured to an association of employers functioning in a trade, industry, occupation or calling, and arrangements may be made by such association of employers for the employment of such apprentice.

I cannot read into that any other meaning than that apprentices may be indentured to an industrial union or unions. When a person is indentured, someone undertakes the liability with regard to him. It is provided by the Arbitration Act that a union of workers is to comprise 15 or more members, and a union of employers two or more members.

Hon. J. Nicholson: The union would then be the employer.

Hon. E. H. HARRIS: Apparently so. If there were 15 or more members in an organisation, I should like to ascertain who amongst them would undertake the liability with regard to an apprentice.

Hon. J. R. Brown: Two persons would take it; the boss and the boy.

Hon. E. H. HARRIS: This refers to apprentices, and to a union or unions. We will ascertain later whether those who framed the regulations put this interpretation upon them. This may be unworkable. We might set out, for instance, to enforce the technical training of an apprentice. Who would be responsible for him, the 15 members of the organisation, or the secretary, or someone else? Under paragraph G of Section 26 of the regulations it is provided that—

The employer shall provide such necessary material and machinery as may be required by the examiners, etc.

If a union of 30 men undertakes to instruct an apprentice, which of them would be responsible under Section 26g?

Hon. E. H. Gray: Who is recognised as the head of the union?

Hon. E. H. HARRIS: I do not know. There may be two unions of employers, which would comprise an association of four members. The resultant association could enter into some obligation as regards an apprentice. I should like further information upon this before consenting to the regulation as it is printed. Section 22 says—

Subject to Regulation 28, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the court on the application of any party, be added to the original term in the apprenticeship agreement.

Instead of the word "may," the word "shall" should appear. The term here refers to the period that may be shortened through the sickness of the individual.

Hon. J. Cornell: Some boys may be sick for six months, but may qualify within the period, and others may not be sick and may fail to qualify.

Hon. E. H. HARRIS: The obligation is cast on the employer to apply to the court before time can be added to the original apprenticeship term.

Hon. J. J. Holmes: I do not mind the time lost through sickness, but the reference to "any other cause whatsoever."

Hon. E. H. HARRIS: Suppose in the last year of the apprenticeship of an individual it was necessary for the employer to apply to the court to have the term extended, and the court happened to be in vacation for three months! He would have no opportunity of asking that the term should be extended. I see nothing to prevent the apprentice from immediately leaving his employer, although he would not have completed his term. To avoid delay, the section might be amended to provide that application should be made to the president in Chambers, or to the clerk of the court. The necessary facilities for ap-

proaching the court should be provided. In Section 28 it is provided that—

> The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, etc.

It goes on to say that the clause shall not apply to military or naval training imposed through failure to attend the compulsory parades. All time lost by reason of compulsory military or naval training, other than the additional training mentioned in the proviso, shall count as part of the apprenticeship. If the court is not sitting, the employer should have some facility for approaching an official connected with it. Section 26, paragraph (m) says—

> The examiners shall each be entitled to the following fees, namely, for every five or fraction of five apprentices examined, one guinea, with a minimum fee of two guineas.

Is this the fee for each examination, or for the examination of five or a fraction of five apprentices? It is not clear whether the examiners are to be paid these fees for each examination, or whether the amount will cover an extended period. Paragraph (n) says—

> Whenever it is possible so to do the examiners, before entering upon the examination following the issue of these regulations, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency such an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the court, etc.

If a syllabus is framed, it should be made available both to the apprentice and the employer. It is no use handing out a syllabus immediately before an examination. Presumably apprentices will be examined every year. Immediately a syllabus is framed at the beginning of the year, all the parties interested should be supplied with copies so that they may know what lies in front of them. Section 27 says—

> The employer shall pay the apprentice for all time lost through sickness or statutory holidays provided (a) payment for such sickness shall not exceed a total of one month in each year.

Let us assume that an apprentice is in the trade of a moulder or an engineer. The court has recently issued awards and provided that no worker shall be entitled to payment for non-attendance on the ground of personal ill-health for more than six days in each year of service. It would seem that the regulation seeks to override the award or awards. The same thing appears in the engineers' award. The one I am quoting from is award No. 3, 1924, of the Federated Moulders and the Metropolitan Ironmasters' Union of Workers. It would seem by the clause in the award that a man is not eligible to claim for anything more than six days for each year of service. Payment for lost time through sickness is on the basis of one week in each year. Paragraph (b) of Section 27 says—

> Where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost, if any, of such certificate or certificates, not exceeding 5s., to be borne by the employer.

If an apprentice is away for one, two, three or four days, no certificate is required. He has only to say he has been sick. Mr. Nicholson quoted an instance of a boy who wanted to go to the races. Under this section a boy can say he has been sick, and can stay away for four days. That would be sufficient explanation for his action, and apparently there is nothing to prevent it. Paragraph (c) says—

> An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

Hon. J. R. Brown: He would come under the Workers' Compensation Act.

Hon. E. H. HARRIS: We are dealing with these regulations. It is not very clear as to the meaning of the words "sickness arising out of his own wilful default."

Hon. J. R. Brown: It applies to a man, just as it does to a boy.

Hon. E. H. HARRIS: If a boy was unwell, and did not think there was anything seriously wrong with him, and failed to obtain medical attention and subsequently suffered a prolonged illness, could he be deemed to have contracted a sickness arising out of his own default?

Hon. E. H. Gray: That is ridiculous.

Hon. E. H. HARRIS: I want to know what the words mean.

Hon. J. Cornell: It means he would get one month a year for any case of sickness whatsoever.

Hon. E. H. HARRIS: The awards the court has already issued provide something to the contrary.

Hon. J. Cornell: If he cut his throat, it would be wilful default.

Hon. E. H. HARRIS: It is a matter of obtaining a definition of these words.

Sitting suspended from 6.15 to 7.30 p.m.

Hon. E. H. HARRIS: The next regulation I wish to refer to is No. 39 which reads:

> The court may by its award in or relating to any particular industry, craft, occupation or calling, modify, alter, or extend the provisions of these regulations and provide for matters not contained therein.

Under our present system regulations have to be tabled for 14 days, during which they are subject to review by Parliament. The question arises in my mind as to whether the modifications and alterations referred to in No. 39 would amount to amended regulations under which apprentices would be subject to conditions different from those embodied in the regulations existing at that particular time. If that were so, what would be the position of apprentices? If immediately Parliament adjourned regulations were amended, they would not be subject to review by Parliament until members met again in six months time or after some other period. The apprentices during the interval might have to submit to conditions imposed by amended regulations that might be disallowed subsequently. Such a position would make for complication.

Hon. H. Seddon: It would be confusing.

Hon. E. H. HARRIS: Most decidedly it would lead to confusion. If I understand the position aright, the regulations that will be altered will really be new regulations. Regulation 42 sets out that the regulations shall apply to apprenticeships entered into pursuant to Section 125 of the Industrial Arbitration Act subject to certain exemptions. Regulation 43 provides that the regulations, apart from Regulation 42, shall apply to the Commissioner of Railways and apprentices in his employment, subject to modifications, alterations and additions. These set out that an apprentices' selection board may be set up in connection with the railways. I understand that provision already exists for the examination of apprentices in the Midland workshops and elsewhere, and that those people will be exempt from some portion of the regulations. I would like to know the reason for exempting the Commissioner of Railways, subject to certain modifications which do not apply to any other State trading concern such as the Implement Works, the Sawmills or the Brickworks. Why apply to the Commissioner of Railways what does not apply to State trading concerns? I submit that a case has been put up warranting a reply as to why some of the regulations have been framed. I suggest that if some of them are accepted, we may have the spectacle of a union of employers or of employees being faced with the necessity to test their validity. It would be better to promulgate regulations that have the endorsement of all parties concerned so that there will be no question about them subsequently. It has already been pointed out that we cannot amend regulations and in order to secure any alterations, we have to reject the whole of them. In the circumstances, I support the motion.

HON. J. CORNELL (South) [7.36]: My observations will be brief. I have read the whole of the regulations closely. Whilst I agree that regulations to govern the conditions of apprenticeships are necessary, I regret having to say that those before us appear to be drafted in such a way, and to be couched in such language, as to lead any unbiassed person to one conclusion only. That conclusion is that in the opinion of those responsible for drafting them all employers are burglars and bushrangers. That is not the spirit that should animate anyone in framing regulations governing conditions as between employers and employees, particularly in regard to the training of the young. The regulations do not seem to bear evidence of a spirit of sweet reasonableness, nor do they indicate any attempt to recognise any virtue in employers. I know there are bad employers, but I do not believe they represent more than five per cent. of those employing labour. It is generally recognised that when drafting a measure relating to criminal matters, the work is done on a system that regards all honest men as thieves, so that no one may escape from the four corners of such enactments. When we enter the realm of domesticity, such as these regulations are intended to cover, a much different spirit should prompt those responsible for framing the regulations; a spirit of give and take and one of trust should be apparent. I prophesy that if the regulations as they stand are foisted upon the employers, they will engender a spirit of combativeness and will not be observed as they should be. For that reason alone a different

procedure should be followed in framing fresh regulations, should those under discussion be disallowed. A spirit of trust and compromise should guide those endeavours. There is one regulation to which I desire to refer. It relates to the apprenticing of young men to industrial unions or to industrial unions functioning in a particular trade or industry. I realise there are employers' unions and employees' unions, the object of which is to protect and further their respective interests.

Hon. E. H. Harris: In accordance with their constitutions.

Hon. J. CORNELL: I have yet to learn of persons having been indentured to any industrial union, whether an employers' union or an employees' union.

Hon. E. H. Harris: Or of any such thing being provided for in their rules.

Hon. J. CORNELL: Furthermore, in the interests of the lads whom it is sought to indenture, this is a condition of affairs we should not foster, or even endeavour to establish. Are industrial unions to embark as contractors or manufacturers, employing persons in connection with various trades or are the unions to function as heretofore? If they are to embark in the world of industry and become employing institutions, I do not think it desirable. Neither unions of employers nor unions of employees have reached that stage and it will be unwise to encourage procedure in that direction. It is different with a company or a corporation, because there is some responsible person or a set of responsible persons to look to. I would like to hear some explanation from the Minister as to where such a regulation is likely to lead us. I cannot for the life of me see how such a regulation will be conducive to the better training of young men or how it will better secure their welfare. There are other regulations I could refer to such as the one mentioned by Mr. Harris regarding payment for illness. The construction I would put upon that regulation is this: Any person would be allowed one month's leave of absence, within a period of 12 months, on full pay on account of sickness, irrespective of what the cause of it might be. This would be contingent upon the production every seven days or 14 days, as the case may be, of a medical certificate. There should be no difficulty in agreeing as to what is a fair thing from all points of view to pay for loss of time through sickness in a period of 12 months. I should say that a month would be a fair thing. I will conclude as I began by stating that these regulations when they were drawn up lacked the spirit that should have been behind them. I have not consulted any employer, but I venture the opinion that if the employers' opinions were obtained in a friendly spirit in connection with the drafting of the regulations, then those employers were an extraordinary lot. I have yet to learn that the employers were consulted, and I have no doubt that umbrage will be taken over the attitude adopted by this House in moving for the disallowance. Every right-thinking person will agree that there are two sides to the case, the employer's as well as the employee's. I intend to support the motion.

HON. W. J. MANN (South-West) [7.49]: I have no wish to prolong the discussion, but there is one phase to which I wish to refer. I have not had an opportunity to read the regulations through; I have been able to merely glance at the front page. Clause 3, dealing with minors, recalls to my mind a case that probably would not have occurred to the framers of the regulations. A father who had been carrying on a business in the outback fields for a number of years, passed away. He left two sons who were at school, their ages being 16 and 17 years. The boys were taken from school and were put into the business with the idea of conducting it as their father had done before them. The clause reads—

> No minor shall, after the date of these regulations, be employed or engaged in any of the industries, crafts, occupations, or callings to which these regulations apply, except subject to the conditions of apprenticeship or probationership herein contained.

Whilst the boys to whom I have referred would be practically proprietors of the business, they would be prevented, under that regulation, from carrying on.

Hon. J. R. Brown: What is the business?

Hon. W. J. MANN: A printing business. If the clause were to remain, the boys would be prevented from carrying on that business.

Hon. J. R. Brown: No.

Hon. J. Nicholson: Yes, printing and its branches are included.

Hon. W. J. MANN: I am sure the framers of the regulations never contemplated such a thing, and I put the matter before the Minister for his consideration. The same thing would operate if an employer wished to take one of his sons into partner-

ship. It may be that an employer may desire to give his son, say, of 17 years, an interest in the business. The regulation would prevent that. Surely that kind of thing was never intended.

The Honorary Minister: The regulation would not apply.

Hon. W. J. MANN: I hope it will be made clear that it does not apply in such a case. It would be very hard indeed if the clause were permitted to operate in instances like the one I have mentioned.

On motion by the Chief Secretary, debate adjourned.

RESOLUTION—RAILWAY GAUGE UNIFICATION.

Message received from the Assembly requesting the concurrence of the Council in the following resolution:—

That in the opinion of this House the time has arrived when the Federal policy of extending the standard railway gauge should be consummated in Western Australia.

BILL—GOVERNMENT SAVINGS BANK ACT AMENDMENT.

Assembly's Message.

Message from the Assembly received and read notifying that it had agreed to the Council's amendment.

BILL—SOLDIER LAND SETTLEMENT.

Assembly's Message.

Message from the Assembly received and read notifying that it had agreed to the Council's amendment.

BILL—COAL MINES REGULATION ACT AMENDMENT.

Second Reading.

Debate resumed from the previous day.

HON. SIR EDWARD WITTENOOM (North) [7.55]: I have much pleasure in supporting the second reading of the Bill. My object yesterday in moving the adjournment of the debate was to enable me to peruse the Bill because, owing to my absence from the House for a little time, I had not been able to make myself acquainted with the various provisions. I have gone carefully through the Bill and I congratulate the Government on submitting it. They have dealt thoroughly with the matter and I feel sure that with the grasp they have of the industry, work in the future will be carried on satisfactorily. The Bill will contribute towards smooth working and will put the mines on a good footing. It is almost unnecessary for me to say much about the coal industry. Mr. Ewing, who has a thorough knowledge of the industry, spoke eloquently and convincingly on the second reading of the Bill yesterday, and therefore it would be only superfluous for me to add anything to what he said. The hon. member proved that the business was being conducted on satisfactory lines and that there was contentment amongst the miners. He also established the fact that it was far cheaper to use Collie coal than the imported article. There is one clause, however, in regard to which I am sorry to say I shall find it necessary to take exception, namely, Clause 5, which provides that no person shall be employed below ground in a mine for the purpose of his work for more than seven hours during any consecutive 24 hours. We are assured that the arrangement has been carried on satisfactorily for the last five years and that both the employers and the workers have been satisfied with it. That prompted me to interject the other day "why worry about interfering with it." Personally I have no objection to any arrangement that the management may make with their employees in respect of hours or conditions of work. It is their own affair entirely, but I do enter a strong protest against including a provision of this kind in an Act of Parliament. My reason for objecting is that we are taking from the Arbitration Court what is their duty. It is the duty of the court to prescribe the hours of work and the rates of wages, and so long as we have an Arbitration Court in existence we should leave such matters to that tribunal. For the reasons I have stated I shall vote against the clause when the Bill is in Committee. I cannot help remarking that before long I hope that the Arbitration Court will be abolished. If there is any justification for such a remark we have it in the debate that closed only a few minutes ago. There is no need to say anything more except that it had been my

intention to suggest that provision be made for regulations to be framed under the Act to be laid on the Table of the House for the acceptance of Parliament. I find, however, that that provision is contained in the Act of 1902 and, therefore, it will not be necessary for me to move as I intended to do. I support the second reading of the Bill.

HON. H. SEDDON (North-East) [8.0]: I intend to support the Bill, in the hope that, during the Committee stage, one or two amendments will be made. May I refer briefly to the remarks of Mr. Ewing on the value of Collie coal to Western Australia. One point which apparently the hon. member omitted to stress was that, taking the present price of crude oil and the present price of Collie coal, the latter is the cheaper fuel at the price per B.T.U. It is a point which ought to be stressed because we should do all we can to advance the utilisation of our local fuel. A feature of the Bill to which I take exception has already been referred to by Sir Edward Wittenoom—the principle of introducing working hours into a measure of this description. During last session there was a lengthy debate on the Arbitration Bill. It was then pointed out that the fixing of hours was a function of the Arbitration Court. Anyone who has made a study of industrial conditions in Australia will realise that there has arisen a state of affairs which can only be described as unjust with regard to conditions in various industries. Key industries, and industries which supply necessaries, are often in a position to dictate prices to the general public. As a result, a strong union is able to obtain far better terms, as to both wages and conditions, from the general community than are possible to unions working in the supply of commodities for which the demand is not so urgent. The trouble is that frequently employers in industries of the former class give way because they are in a position to pass on the extra charge to the public. As a result certain industries are taking more out of the Commonwealth than they are putting into it. Taking the product man for man in those industries, and comparing it with production in other industries, even the faulty statistics we have to-day show that that is the case. Such a state of affairs gives rise to dissatisfaction and unrest among other employees. The idea in establishing the Arbitration Court was to obviate such a condition of things by making the court the ruling authority as to conditions and hours. The court has the opportunity of using its experience, and its knowledge of industries generally, to establish a more or less uniform basis applying to every industry. The result is that a weak union is able to obtain from the Arbitration Court a more satisfactory set of conditions than it could secure otherwise, and that, on the other hand, a strong union is restrained from taking more than its fair share from the common fund. For that reason I intend to oppose the inclusion of Clause 5. The matter of hours is one which can be adjusted by the Arbitration Court.

Hon. J. R. Brown: Will the Arbitration Court do it?

Hon. H. SEDDON: The matter of hours is included among the questions which are within the functions of the court to decide. If the court does not attend to that particular question, I should say that it is shirking part of its duties. The point to be observed is that while there may be conditions obtaining in an industry which render short hours desirable, that matter should be demonstrated to the Arbitration Court and determined by that court, instead of being determined in an Act of Parliament which is passed by men who are not in a position to obtain the same close knowledge of working conditions as the Arbitration Court possesses. Therefore, while supporting the Bill as a whole, I shall oppose the inclusion of Clause 5. I do not think I am inconsistent in my attitude on the hours of labour. The Arbitration Court is the authority established for the purpose of equalising conditions and securing justice in the industrial world, and we should be unwise if we limited the court's discretion in that respect.

HON. J. CORNELL (South) [8.5]: It is generally agreed that the Coal Mines Regulation Act is due for amendment. As pointed out by Mr. Ewing, that Act has stood unaltered since 1902, except for two slight amendments made in 1911 and 1915. In the interim the coal mining industry has travelled a long way, and the consensus of opinion is that the Act needs amendment in the light of the experience that has been gained. Generally speaking, the Bill meets with the approbation of hon. members. Sir Edward Wittenoom, who is associated with the coal mining industry in an advisory capacity, has to-night exemplified the tribute

1 paid to employers a little earlier in the evening. Speaking with authority, Sir Edward has said that the Bill meets the views of employers and employees alike, except for one clause, the object of which actually obtains at Collie, but which he considers should not be embodied in a statute. We want no better testimony than that to the advisability of legislative sanction for the measure as a whole. Again, Mr. Ewing, who is thoroughly conversant with the Collie coal industry, has given the Bill his benediction. Mr. Ewing represented Collie for years in another place; and though he may not now directly represent it, his heart and soul are with the little centre which gave him his political start in Western Australia. He has always evinced a lively interest in the coal mining industry. Sir Edward and he differ regarding the vital clause of the Bill. Mr. Ewing is prepared to support the provision for seven hours underground.

Hon. Sir Edward Wittenoom: I questioned the principle of including working hours in the Bill.

Hon. J. CORNELL: That is a phase with which I desire to deal. By way of interjection, I endeavoured to put Mr. Ewing on the track which I now desire to tread for a few moments in order to get a proper view of the situation. At the passing of the parent Act the Legislature agreed that no man should be employed underground at coal mining for more than eight hours in any period of 24 hours, or for more than 48 hours during any one week. The Legislature also affirmed that principle in the Mines Regulation Act. Why did the Legislature come to that decision? Because throughout the civilised world, wherever legislation governing mining operated, a limitation was placed on the hours which any coal miner could work within a given period of 24 hours. That limitation was imposed, because of the conditions obtaining underground, especially the atmosphere in which the coal miner worked. It may be said that that was the sole reason for the limitation of hours. If my memory serves me rightly, at the period when the two Acts referred to were passed, the 8-hour day was, in a sense, recognised to be a fair thing; but nevertheless the timber industry was then working 10 hours, and in the metropolitan area many industries had a 9-hour day. On top of the day of nine or 10 hours, there was an absence of limitation to the amount of overtime any man could work within 24 hours. A limitation, presumably, was not imposed because it was not considered that the conditions of a calling tended towards impairment of the worker's health. Coming nearer to the present day, we find that while the Arbitration Court fixes the maximum day of eight hours for, say, the engineering industry, it also provides that any time worked over the eight hours shall be paid for at a higher rate. This emphasises the fact that the Arbitration Court, in its wisdom, does not consider the engineering industry, for example, to be injurious to the worker's health if he works for a longer period than eight hours in one day. The House has to ask itself whether not only this Legislature was right, but whether many other Legislatures were right, in limiting the maximum hours of work during any period of 24 hours. My own view is that they were right. Then we have to ask ourselves whether or not it has been agreed between employers and workers at Collie that there shall be a seven-hour day, and whether or not the conditions of coal mining there have, by reason of depth and other developments, reached a stage rendering it desirable in the interests of the men that there should be a further limitation of the number of working hours. From that angle alone can this provision be debated. I do not agree with Mr. Seddon that because it is an industry in which the increased charges can be passed on, therefore that phase should enter into the question of whether the hours should be reduced from eight to seven. The same argument could have been advanced when the eight-hour day was being fixed. The privilege of the shorter day is claimed for one reason only, namely, that it conduces to the health of the men, and that they should not be allowed to work in a coal mine longer than a given period.

Hon. J. J. Holmes: Is it the function of Parliament or of the Arbitration Court to decide that?

Hon. J. CORNELL: Long ago Parliament rightly fixed the number of hours that any man should work underground in a mine. If a man were permitted to work 2,000 feet down for eight hours on an ordinary shift, and four hours at overtime rates, in doing it he would be committing, not slow suicide, but quick suicide. That is why this provision is in the Act, and it is from that angle alone that it should be debated. The question is whether or not in a gold mine the depth reached, or in a coal

mine the distance from the pit's mouth, warrants a further reduction of working hours. If it be held that the conditions have not become so prejudicial as to warrant that, then there can be no objection to striking out the clause.

Hon. J. R. Brown: You do not want to wait until the conditions enforce a shorter day.

Hon. J. CORNELL: The hon. member knows that in the gold-mining industry every man underground is limited to eight hours, and he knows also that the Arbitration Court has reduced the working week from 48 hours to 44 hours. The only reason for that was that the conditions of work underground warranted a reduction of hours in the industry. Whether or not the court should deal with these things, is a question for argument.

Hon. H. Seddon: That court did it. That is the point.

Hon. J. CORNELL: I admit it. I appeared in the Arbitration Court, and I remember the president pointing out that the court was embarrassed in some degree, inasmuch as it was asked to amend the statutory law. Here again the court will be asked to amend the statutory law; and it will then become a question as to the working conditions, as to whether an eight-hour day is a fair thing, or whether the day should be shorter. The same arguments can be adduced here, and the case decided on its merits. In the main I agree with all the provisions of the Bill, and particularly with that in respect of the superannuation fund. This is an attempt by the men and the employers to build up a fund so that as the years go by the coal-mining industry will not be in the unfortunate position in which the gold-mining industry finds itself to-day. As to the change houses, it must be said for the management that the conditions asked for are provided to-day. The sole effect of the provision will be that if another coal-mining company starts operations in this State, it will have to do what good employers at Collie have already done. I have pleasure in supporting the second reading.

On motion by Hon. J. R. Brown, debate adjourned.

House adjourned at 8.22 p.m.

Legislative Assembly,

Wednesday, 22nd September, 1926.

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

QUESTION—RAILWAYS, MEEKATHARRA STOCK TRAIN.

Mr. MARSHALL asked the Minister for Railways: 1, Is he aware that an estimated wastage on cattle of approximately 150lbs. per beast, and a proportionate amount on sheep, is due to the long haulage by rail from Meekatharra to Midland Junction? 2, In view of this serious loss, will any attempt be made in the near future to expedite the transportation of special stock trains ex Meekatharra? 3, If so, when?

The MINISTER FOR RAILWAYS replied: 1, No. 2, The transit now given is considered to meet reasonable requirements. 3, See answer to No. 2.

QUESTION—AMUSEMENT TAX.

Mr. MARSHALL asked the Treasurer: 1, What amount was collected by the State for the year ended 30th June by way of amusement tax? 2, Over what period was the total spread? 3, What was the total amount collected by the Federal Government through this same tax for the preceding year?

The TREASURER replied: 1, £19,919. 2, 15th October, 1925, to 30th June, 1926. 3, This information is a Federal matter and cannot be supplied without approval.