

Legislative Council

Thursday, 16 August 1984

THE PRESIDENT (Hon. Clive Griffiths) took the Chair at 2.30 p.m., and read prayers.

TRANSPORT: SCHOOL BUSES

Contracts: Urgency Motion

THE PRESIDENT: Honourable members, I have received the following letter—

Dear Mr President,

In accordance with Standing Order 63, I wish to advise you of my desire to move for the adjournment of the House until Monday, 24th December 1984, at 4.30 pm, because this House:

- (1) Expresses its concern at the serious difficulties being experienced in the school bus industry, because of unsatisfactory negotiations between the school bus contractors and the Education Department of WA.
- (2) Expresses its concern at the unemployment and disorganisation of the industry that will follow the failure of the Education Department and Government to negotiate realistic contract rates of remuneration for school bus contractors.

Yours faithfully,

Hon. W. N. STRETCH, MLC,
MEMBER FOR LOWER CENTRAL
PROVINCE.

Before authority can be given to discuss this matter, it will be necessary for four members to give their approval by rising in their places.

Four members having risen in their places,

HON. W. N. STRETCH (Lower Central) [2.38 p.m.]: I move—

That the House at its rising adjourn until Monday, 24 December 1984, at 4.30 p.m.

In bringing forward this motion I would remind members that it has often been said that if one waits long enough, history will always repeat itself. It is therefore a matter of considerable concern to me that I should be here having to debate this matter today, nine months after moving a similar condemnation of the Minister for Education.

On attaining office, the Minister moved towards an open tendering system for the awarding of school bus contracts in the State of Western Australia. Shortly thereafter the Government and

the Minister ran into serious difficulties because of an obvious lack of understanding of the scale and diversity, as well as the intricacy, of running the school bus industry. I suppose that might be forgivable in a new Minister, because I do not know whether Mr Pearce's teaching experience took him into the country very often, where he might have had day-to-day contact with the school bus industry.

A school bus service is certainly a complicated business to run and I think any country headmaster would be able to assure the Minister that a considerable amount of time is spent in sorting out school buses, their runs, and other attendant problems. Nevertheless, I know that the Minister is enthusiastically informed by the industry, including the bus drivers, about its concern with the new tendering proposals the Minister has put forward.

By 24 November 1983, both Houses of Parliament were well aware that this unfortunate conflict had deteriorated to such an extent that the Minister refused to continue negotiating with the Road Transport Association, which was representing the bulk of the school bus contractors at that stage.

Unfortunately the entire industry was in a state which could only be described as chaos, and the attendant bus body building industry was—and I do not think it is an exaggeration to say this—on the point of collapse and facing major retrenchments. Therefore, with the gracious leave of this House, at that time I moved a very similar urgency motion to this one we are going to debate today. If there is any feeling of *deja vu* among members I can assure them it is very well justified! Here we are, a mere nine months later, forced by the Minister's own intransigence to condemn him for the impending crisis in what is regarded widely as a vital, safe, and efficiently conducted industry.

I know that the Minister for Education is an intelligent being, therefore there is no way that I can accept incapacity as a reason for this breakdown in negotiations, nor can he plead ignorance because we all know that he has been told on many occasions by members of Parliament, by representatives of the industry, by drivers and bus owners themselves, of the difficulties that they are facing.

I would like to turn to the original rationale behind the issue as there are a few misconceptions being ignorantly or mischievously bandied about that the previous Government started the industry on the road to disaster. To put the record straight, it is essential to go back to the reason that the review started. Concern was being expressed at the ever-increasing budget required to run the

school bus system and I think it would be three or four years ago—although I have not checked *Hansard*—that the then Minister for Education had expressed to him some of the difficulties and worries. The Transport Commission then initiated a study. It looked at all the ramifications of the school bus industry, issued a report, took it to the Minister, and the Minister found that although economies could be made, they could not be justified in the face of the safety, the efficiency, and good record of the industry. Therefore that paper and report were shelved.

In his diligence, which is admirable, the new Minister looked at this report again. Unfortunately, the dollar signs got the better of his judgment and this seems to be the basis on which this present row has been built and developed, and it has festered in the industry ever since.

We agree that it is a most admirable motive to try to save taxpayers' money. The difficulty is that people in the bush get rather tired of these cheese-paring, penny-pinching exercises that cut off the dollars here and there to make small savings in vital and well-operated industries, and then see those savings squandered on extravaganzas such as the Perth-Fremantle railway, Parliament Week, Government offices, advisers, and the like. They do not feel that is a fair and equitable way to treat the children in the country.

Another side of this issue—an aspect which has been expressed to me—is that this is a ramification of a socialist dream of the Government's owning and operating all school bus services. May I say here that I have defended the ALP against charges of this nature because the pure logistics, the scale, and the extremity of these operations would make it impossible for the Government to operate such a scheme and it would be an aberration and beyond the belief or comprehension of anyone but the most misguided theorists to propose such a thing.

In opening this debate, I briefly remind the House of some of the realities as opposed to the theories of this industry. It is an industry to which most country people owe a debt of gratitude for giving their children safe and regular access to education. Statistically, the Western Australian school bus network carries 24 682 children to school each day and members must realise that these are the figures we quoted a mere nine months ago. The school buses travel 18 million kilometres each year with children on board and also an additional nine million kilometres annually running empty. Last year I carried out that little calculation of which I told the House; this totalled 444 billion child kilometres per year and one person would have to drive the equivalent of seven

times to the sun and back each day to personally deliver each of those children.

Uncharacteristically, the Attorney General made a disorderly interjection and asked me how many times around the Equator that would be. To be absolutely fair and to complete his education, I can tell the Attorney General that it is 30 411 times around the Equator.

Hon. J. M. Berinson: Now the member has convinced me.

Hon. W. N. STRETCH: But I do have to add approximately. Therefore, I think that gives the House a reminder of the importance of this industry. I know there are other speakers who will be following me who will point out the problems that individual operators are having. This is not a matter on which we can fight political rounds and score points. This is something which deeply involves the safety of our children. It also involves the continuing survival of our school bus operators in the small country towns and all the things that are associated with that.

I urge the House to listen carefully to the points of debate. I urge Government members to take this problem back to their Minister and discuss it rationally with him. It is a very complicated, but a very serious matter and I urge members to give it their closest attention.

HON. MARGARET McALEER (Upper West) [2.48 p.m.]: It is about 15 months since the first salvo in this battle was fired by the Education Department—on 15 May 1983—in its efforts to cut costs in the area of school bus contracts. Since that time, and certainly in the last 12 months, there has been a virtual freeze on the remuneration to school bus contractors.

The first suggestion the department made in its campaign for cost cutting was for open tendering. This proposal was put forward regardless of the service given by contractors, a service which, in some cases, covered many years indeed.

As the House will be aware this suggestion of open tendering caused complete panic amongst the school bus contractors as they saw a vital part of their livelihood threatened. It caused agitation among the parents of the children who were carried by the buses because they foresaw the disintegration of the bus contract service which was satisfactory for so many isolated children and was so basic to the country system of education.

In the old days, when every siding and every small locality was able to support a school, it was possible for schoolchildren to ride a horse or a bicycle to school, if they lived within a radius of five to 10 miles. Nowadays, with the decline of small centres and with the centralisation of larger

schools in larger towns it would be prohibitively costly for individual parents to have to take their children to school every day.

At least it would be so in most cases. The school bus system provides a school bus contractor's service to the major areas in the districts and it has almost totally solved this problem of distance from schools. In addition, of course, parents know and trust the bus drivers to look after their children and to drive them safely every day. Some bus drivers have actually driven to school the parents of the children that they are driving today.

In this first instance after receiving many representations the Minister for Education (Hon. Bob Pearce) agreed to consider an alternative to open tendering and, after many ups and downs, as outlined by Hon. W. N. Stretch and many negotiations with the Road Transport Association, it was agreed that a new type of contract would be drawn up. One of the principal changes in that contract, of course, was to be in the method of calculating bus replacement requirements, otherwise, as I understand it, the contract was to be based on examination of actual cost estimates and estimates of a reasonable profit.

Bus contractors were asked to submit their estimates of costs and estimates of reasonable profit. There were 11 items to be dealt with, and the Education Department issued guidelines to enable bus contractors to understand exactly what the department was looking for and what could be admitted as costs and components of those costs.

It was understood, I believe, by the bus contractors, that while the department would do its own sums to compare its figures with their individual estimates, it would then be possible to negotiate between the two positions where the figures varied and were to the contractor's disadvantage.

A series of delays occurred because it was not easy for the bus contractors to make the necessary calculations, and in many cases they required assistance from accountants who were not necessarily nearby. It was a long and costly process for some of them. The department received the estimates after some considerable time, and after allowing extensions of time. It did its own sums and then presented the bus contractors with an offer and acceptance form which incorporated the department's estimates. The contractor had a fixed time for acceptance "or else" the contract would be thrown open for tender. So it seems there was no room for negotiation at all because there was only a fortnight within which the initial offer and acceptance form had to be signed and returned. It appeared to be just a take it or leave it situation.

It is true that the Minister has said in another place that the bus contractors could have put in a counter offer, and in some instances did so, but this was certainly not understood by the majority of the bus contractors because, in the first instance, or in many cases certainly in my own province, the offer and acceptance form arrived without any explanation whatsoever, and the letter followed later.

The Minister then, after many requests, further extended that period by another fortnight, so that a month was granted to contractors to study the form and make up their minds whether they would accept or not. Again it was not clear even to the contractors that there was any room for negotiation, but simply that they must sign the form by the due date and if they did not do so the contract would go to open tender and that would be the end of the line for them.

While some bus contractors did find that their position from the offer and acceptance form was quite satisfactory, and in some cases that it was improved—this applied mainly to small operators—in most cases, and certainly in the case of medium to large contractors, the school bus contractors believed themselves to be gravely disadvantaged, to the point in many cases that they would be facing bankruptcy in a number of years.

The Minister has made a great point of saying that whatever the value placed on the contract by the department, the contractors will continue to receive the same money as before and, on the face of it, this does seem reasonable. One might well ask: How can the bus contractors claim to be losing thousands of dollars—and they do lose this much—and how, for that matter, can the department claim to be benefiting?

The explanation is that the contractors whose new contracts are for a lesser amount than the amount which they currently receive will continue to receive the same remuneration until such time as rising costs of inflation bring the department's estimates up to the annual payments received under the contracts anyway. This may take many years, but in the meantime, the same contractors who believe that they are currently receiving a realistic payment will have to absorb cost increases in petrol, tyres, and maintenance without any hope of increased payment from the department. There will only be a book entry of the increases added on to the department's own discrepant estimates.

There is good reason for the department to examine with the individual bus contractors concerned the items where these discrepancies occur,

because it would appear that the department's figures do not take individual circumstances such as petrol usage, mileage travelled, and differing wear and tear into adequate consideration, which differences arise because of locations and the various types of vehicles used.

I understand that the Minister said there will be room for negotiation after the offer and acceptance forms are signed, but really only on points of hardship for special schools and because of geographical location.

The Minister has said that he would not expect many contractors to fall within this category of complaint or to be eligible for negotiations, and that he would in no circumstance consider negotiating on a large scale with many bus contractors.

I consider that the terms of negotiation are not wide enough and that to speak of negotiating after the offer and acceptance forms are signed is too late. Bus contractors are not the shrewd businessmen that the Minister for Education says they ought to be. They are good drivers. Some of them are very good at repairs and maintenance and they do a lot of their own work, but they are not necessarily, and in many cases certainly are not, equipped to deal with accounting matters. They are obliged to seek the help of professional accountants.

I therefore beg the Minister, and I ask him very seriously, to get the department to withdraw its demand for the signing of the present offer and acceptance form by the given date and to ask the department to use the form as a basis for further negotiation, particularly on the points of other fixed costs, repairs and maintenance, drivers' wages, tyres, and allowable profit. All these items are affected by individual circumstances and are very hard for the department to calculate accurately without knowing or allowing for all the facts in each case.

In the northern agricultural areas of Upper West Province—that is, from Binnu to Geraldton to Morawa and Perenjori—bus contractors claim to be about to lose \$106 000. Individuals certainly have calculated that their income has been cut by as much as \$6 000 or \$7 000 and in the case of medium sized operators, it works out at about 7.5 per cent. For some it is even up to 25 per cent. These businesses are not viable in themselves. They only form part of a livelihood.

How can the bus contractors be expected to remain in business for some years under these conditions? In the long run, how will the country children get to school?

I support the motion.

HON. J. M. BROWN (South-East) [3.00 p.m.]: I am reluctant to say this, but I have heard it all before! Mr Stretch has probably been most critical of the Government's approach to the contractors, especially when we consider the debate on the same subject held some nine months ago. I believe his criticisms of the Government, and the Minister for Education, are unjustified.

Fifteen minutes before the House sat I contacted the Road Transport Association about this matter. I was told that the association had been invited by the Opposition to send representatives to Parliament, and those representatives are in the gallery listening to the debate. Because of disputes which have arisen in the past, the Road Transport Association has been able to speak with one voice on behalf of the bus contractors.

I recognise the services of bus contractors and their valuable contribution towards the welfare of the children in our community, but I will not go on about that as Mr Stretch did. I was pleased that the Road Transport Association would act on behalf of the bus contractors; I thought the association would be sufficiently skilled to do so. However, I did not think it would need to encourage the Opposition to bring forward a motion to denigrate the Minister for Education (Mr Bob Pearce). It is not to the association's credit, because it is quite capable of negotiating on behalf of the bus contractors. I was told today by the association that 32 per cent of the contractors are quite satisfied and will sign the forms.

Hon. Tom Knight: The ones around the city.

Hon. John Williams: Sixty-eight per cent are not satisfied.

Hon. J. M. BROWN: Thirty-two per cent will sign the contracts.

Hon. Tom Knight: Under pressure.

Hon. J. M. BROWN: I have travelled my electorate extensively and I was foremost in putting forward representations on behalf of bus contractors in my electorate. I have made representations to the Minister for Education and those representations were placed before the Road Transport Association. The association has been able to make a submission on behalf of the contractors, and to speak with one voice. It has been able to do that competently.

Hon. Margaret McAleer: The incompetence was not on the part of the Road Transport Association, but on the part of the Education Department surely.

Hon. J. M. BROWN: That is a matter of dispute.

Hon. Tom Knight: It certainly is a dispute.

Hon. J. M. BROWN: That is the reason the Opposition brought this matter forward; to create a dispute.

Several members interjected.

Hon. W. N. Stretch: You are masters of the art.

Hon. J. M. BROWN: The problem which was presented to the Minister related to the period of a fortnight the bus contractors had in which to reply to the contract tender that was presented to them. They were allowed an extra fortnight to put forward any alternative suggestions. That is what the dispute was about, and the Minister for Education has written to the Road Transport Association. I will quote his letter of 18 June in part. It is numbered 2034 of 84 on the file. It stated—

Claims for additional costs incurred by contractors who may be disadvantaged by location and or by services to special schools will be considered.

To follow that further, the Minister has extended an invitation to Mr Layton, the Secretary of the Road Transport Association, to attend a meeting on 6 September.

Hon. Margaret McAleer: The Minister said also he would not regard that as a negotiating place or anything to do with negotiations; it was simply to clarify some areas.

Hon. J. M. BROWN: I listened to members' comments in silence, but I cannot make out the words Miss McAleer said.

Several members interjected.

The PRESIDENT: Order!

Hon. J. M. BROWN: If other members have anything to say they can get up and say it.

Several members interjected.

The PRESIDENT: Order!

Hon. J. M. BROWN: The Minister has expressed a willingness to give further consideration to the matter. Indeed, he said in Parliament the other day that he would receive any deputations or representations from any members who cared to make them to him. I find it strange that the Opposition, having taken such an active part in calling for protection for bus contractors—something which is contrary to the philosophy of the members opposite—has not made representations to the Minister. I was the first to make representations to the Minister to point out the concern and distress of the operators in my electorate. The owner-operators thought their bus contracts would be in jeopardy.

They received an assurance from the Minister that he would review the situation. He then gave them a life-time tenure for the operation of school

bus contracts. He did not proceed with the recommendation that, similar to a commercial contract, tenders be called for every five years. He said the bus contractors could continue and in no way would he interfere with the contract system arranged between the Road Transport Association representing the school bus contractors and the Education Department.

I do not wish to see politics brought into this matter; \$20 million has been spent by the Treasury on country children and that it is something with which I am proud to be associated. I do not wish to see that effort go down the drain. I expect the Road Transport Association to negotiate successfully with the Education Department.

The members of that association know that they can go to the Minister for Education—he has indicated that to me. I would not like members of this House to be of the opinion that there has not been any success with these negotiations. It has been pointed out already that the small operators have received an increase in their income.

I am mindful of the problems which exist in Esperance and the comment from the committee member of the school bus division, Mr Eric Smith, who is the President of the Lower Chittering Shire. He has made representations stating that he has not received fair consideration.

If he is not getting fair consideration, that is a matter for negotiation. I assure members that I have had no representations whatever on this subject. I would think the Road Transport Association could negotiate on behalf of its members, and any bus contractors who are not members of the association have the right to approach the Education Department to see they get a deal that is fair and square.

As one who is vitally concerned about this issue, I believe we must rely on negotiation rather than on confrontation. That would be a much wiser decision than our carrying on with the debate today.

For the education of members I point out that this is not a "shool" bus industry, but a school bus industry. We can perhaps learn a little English. I point out that Hon. Bill Stretch's letter expresses concern about the "shool" bus industry—

Several members interjected.

Hon. J. M. BROWN: The school bus industry is very important and we all must get our facts exactly right when we debate business in this House. It is not a question of whether it is the best we can do. We must have our facts right.

The school bus contractors are doing a fantastic job and I am confident that any negotiations that take place will end in amicable settlement. I am

sure that after the holidays, children will be carried as successfully in the future as they have been in the past.

HON. TOM McNEIL (Upper West) [3.12 p.m.]: I support this expression of concern moved by Hon. Bill Stretch. I cannot speak about the sort of approaches made in Hon. Jim Brown's area, but concern has been expressed to me in Upper West Province, and I assume practically no-one in that area is part of the 32 per cent mentioned by Mr Brown.

I believe Mr Brown is probably on the same wavelength when he says that there should be consultation rather than confrontation. A number of proprietors have bought new buses in the past 18 months to comply with the mandatory conditions applicable at the time, only to find they are being forced into a corner because of restrictions on the remuneration to be returned. It is all very well for members opposite to suggest that contractors should go ahead and sign a contract and talk about the nitty gritty afterwards, and to say that if any concern exists they will talk about it. I do not think anyone of reasonable intelligence would accept that.

If one is going to sign a contract in any walk of life it must be suitable and meet one's requirements. For anyone to say, "That is the headline, go ahead and sign the contract and then we will sit down and talk about your complaints" is ridiculous. No-one could go along with a situation like that. A commonsense approach is needed in these negotiations between the Road Transport Association, on behalf of the school bus proprietors, and the Education Department.

A number of operators have been in this business for many years. If they see a downturn in their income and a threat to the viability of their business, they have every right to protest. If it can be done through consultation, that is an acceptable mode. I have heard suggestions in Upper West Province that a number of school bus proprietors are prepared to go on strike. I would not like to see that situation arise because one of the most acceptable features of school bus operations is the great safety record of current proprietors. Any lowering of that standard or suggestion that a proprietor might have to withdraw from his business and throw it open to tender might open the way for the type of person who would buy a bus at a cheaper rate to give a quick gain, and that is unacceptable to me. It would meet with complete opposition from Hon. Margaret McAleer and me, the representatives of Upper West Province.

The motion is an expression of concern and is well worthy of support. That is what we are here for. If an area of concern arises, we should stand

up and say so. This is such an area of concern, and I support the motion.

HON. TOM KNIGHT (South) [3.15 p.m.]: Yesterday I went to Esperance, and last night I spent two hours with the school bus operators. There were about 35 of them and they are very concerned. Regardless of what Mr Brown says, the situation there is very severe.

Many factors that affect people in other parts of the country, and perhaps in Mr Brown's area, differ from those experienced in Esperance at present. One comment that Mr Brown made is very true, but I do not think he has seen the Minister's most recent letter. In letters dated 17 June 1983, 26 September 1983, and 1 December 1983, the Minister said the contracts would be renegotiated on the basis of approved costs and a reasonable profit margin. In one letter he stated—

Only in situations where agreement cannot be reached will a contract be put to open tender.

In another letter, the Minister said—

No changes to the existing arrangements will be made until negotiations have been completed and all the problems which the Association and individual bus contractors have raised with me, other Ministers, Members of Parliament and Departmental officers have been resolved.

On 20 June 1984, the Minister stated in a letter—

Officers of my Department will now despatch an offer to all contractors giving each the opportunity to accept the rates as assessed and enter into a new contract. Only in exceptional circumstances, where a contractor can satisfy the Education Department that his/her operating circumstances require special consideration, will the Department review the offer.

That is vastly different from what he had said beforehand. The letter goes on as follows—

In all other instances, if a contractor does not accept the offer, arrangements will be made to terminate the contract and tenders will be called for the provision of the service.

That was a month and a half ago. In the other letters, the Minister indicated from the middle of last year that he would negotiate wherever a claim was put forward by a school bus contractor. Now he says if no specific circumstances exist that require special consideration he will not look at the matter.

One of the bus drivers gave me some figures last night relating to the investment cost of the bus and the drawing of unemployment benefits. He has

gone right through the figures to point out that those people are working for money which is below the basic wage. The situation used to be that the money paid to them over a period of time replaced the bus, as is the case in any other business. When one tenders for a job one works out the return to cover the cost of replacement of material, equipment, and vehicles.

According to the figures he gave me, the bus cost allowed by the Education Department is \$14 641, and the profit per year allowed by the department is \$2 196. Wages over 15 years with seven per cent CPI increases come to \$316 543. So the profit over 15 years at \$2 196 per annum is \$32 940. Added to that is the value of the bus at the end of 15 years, which is \$1 500. That figure take into account the depreciation on a bus which is 15 years old and has approximately 850 000 km on the speedometer. So the total over 15 years is \$350 983. If the bus cost of \$14 641 were invested at 15 per cent compound interest over 15 years, it would return \$119 135. Unemployment benefits at the rate of \$157.10 per week indexed at six per cent come to \$190 145.

In other words, the bus driver is better off on unemployment benefits than driving a school bus and having a bus worth \$1 500 at the end of 15 years.

Hon. Graham Edwards: Is the school bus his only form of income?

Hon. TOM KNIGHT: It is the only one. Some of the people I talked with last night live 60 km to 100 km from Esperance. After working six and a half to seven hours on the school bus each day there is insufficient time for them to take a second job in the town.

The situation in the country is totally different from the situation in the city. Country drivers cannot take second jobs. It is essential that they earn a reasonable living from their businesses in the country whether the job is full-time or part-time. We have to make sure that bus drivers stay in those areas and make a reasonable income and provide to the children and their parents the service that we expect them to provide. The job has to be a full-time job. A lot of the people I have talked with in my electorate have said that the job has to be a full-time job because—

Hon. S. M. Piantadosi: You are quoting figures which show that these people are facing hardships. Yet, you have stated that they make a reasonable income.

Hon. TOM KNIGHT: The member should get one of those wad things and clean out his ears. I never said that at any stage.

The difference is \$41 703. A bus driver earns \$53 a week more by driving a bus than he would earn by sitting back and picking up the unemployment benefit. I ask: Where is the incentive for transporting 46 children to and from school, and travelling 254 kilometres each day for 198 days each year? Those people need an incentive to carry on. They will not stand by and watch what they have built up over the years, under previous contracts, erode away under the new proposal. That may not affect people in the larger provincial towns like Albany and Bunbury, with highly-concentrated developments and surrounding population, and it may not affect people in the metropolitan area with a large population, but it does affect people in the smaller towns.

Bus owners are expected to maintain their buses for 15 years. I told them last night that they would be able to sell them in another five years' time as vintage models. I told them that they would probably earn more money that way.

There is a list of questions and answers on some of the points that should be looked at by the association and by the Minister. In relation to vehicle insurance, bus operators are allowed the State Government Insurance Office rates less 20 per cent. If they lose their no claim bonus, it is up to them to make up the difference at their own expense.

In relation to bank fees, they are allowed up to \$50, and \$100 for phone calls and rental. Does the Minister know that an average three-minute trunk call in the country costs about \$2.60? These people are allowed \$100 a year. They are allowed \$200 a year for a garage. One bus driver who lives in Esperance said that he was not allowed to garage a commercial vehicle in his backyard as it is a residential area. He has to pay \$1 200 a year to rent a shed because the bus has to be kept off the streets and under cover. It is his business and it has to be run in a correct business-like way. These people are being forced out of their businesses. While that is going on, they are being forced to take short cuts to the detriment of the whole industry.

They receive no allowance for accountants' or taxation fees. No allowance is made for a vehicle which is used to deliver pay sheets to schools or to make other calls required to be made to schools, for the ordering and collecting of parts, for the collecting and posting of mail, or for any other general business associated with the running of the bus.

No allowance is made for the mileage travelled when the bus is taken for tyre fitting or repairs.

No allowance is made for fees paid to the Western Australian Road Transport Association.

As I said before, no sheds are allowed in residential areas and so some bus drivers are paying \$1 200 a year to garage buses in industrial areas.

Wages are paid for the exact time it takes for driving. No allowance is made for breakdowns on runs, bad weather causing roads to be slippery and dangerous, or for the delivering and picking up of the bus after tyre changes, maintenance, and oil changes.

If the Education Department were prepared to pay wages for 6¼ hours with no morning or afternoon tea breaks, how many hours does it expect a driver to work before he is classed as being in full-time employment? No allowance is made for time spent on school bus drills or for being in attendance with the bus inspector.

Cleaning rates are paid at the same rate as those which apply in the city. That means that country bus owners do not have the benefit of taking the bus to a car wash as do drivers in larger towns, or of taking it to a firm which employs young people to clean the buses, and which pays these young people at junior rates so that the buses are cleaned at cheaper rates.

Fees for repairs and maintenance are paid at the same rate as those which apply in the city. No allowance is made for gravel roads or for sales tax on freight. We have complained about that in country areas many times. The drivers maintain that consideration should be given to their running buses on narrow, twisting roads and roads with steep gradients. The wear and tear on those vehicles is enormous. No-one sitting up on the hill in the department is prepared to look at what these people are saying about the school bus system in the country.

The bus drivers made some good points. Members will appreciate that the size of the bus determines the size of the tyres that it uses. Anyone can walk in and buy a normal tyre for a conventional car. A retread for that type of vehicle would probably cost \$18 to \$20. Some of the big earthmoving equipment in the north uses tyres which cost thousands of dollars. No consideration has been given to that. Some contractors make round trips of 140 kilometres to collect parts, tyres, and tubes, and no allowance is made.

Bus drivers were previously paid on a kilometre basis in relation to bus replacement or depreciation. They are now allowed 20 per cent on the declining value of the contract vehicle. Thus, contract values drop each year. The department has stated that it will pay the present rates until they index out, allowing for a drop each year for

depreciation and allowing for a CPI rise yearly, which could take up to 15 years. No mention was made in the new contracts about such an arrangement. The life of a bus previously was 240 000 kilometres; it is now 15 years. In the country, this means running a bus for 600 000 kilometres to over one million kilometres.

The department said that if, after seven years, a bus is not worth repairing, arrangement should be made to purchase a new one. That cannot be done because they will not be paid for a new bus, only for the old. After 15 years, the inflation cost on a new bus would prevent renewal.

I have an example of the costs of old and new bus replacement. A bus of 3 000 kilogram weight costs \$30 000. It travels for 45 000 kilometres each year. To travel 45 000 kilometres at 8.8c per kilometre costs \$8 460. So, a bus that travels 225 000 kilometres in five years returns \$42 300. The point is that over five years, with the normal rate of inflation, the bus owners estimate that a bus could cost in the vicinity of \$20 000 or \$30 000 more.

On the new depreciation system, after five years the return would be \$20 167. The balance of the cost of the vehicle would be paid over the next 10 years. The bus has then travelled 675 000 kilometres. At an annual inflation rate of 11 per cent—a rate which is not out of the ordinary—a new vehicle would then cost in the vicinity of \$150 000 and the trade-in value of the old bus would be nil.

What is the life span of a bus or of any vehicle? Is it determined in years or in kilometres travelled? I believe that most people think that the life of a vehicle should also take into consideration the type of terrain on which it travels and the treatment it receives.

We have, over the years, been anxious to ensure the safety of children who travel in school buses. Members should remember the example of what occurred at Merredin. We have always considered the safety aspects of school buses. However, it is continually being pointed out to these bus drivers that they should have first-aid kits in buses, that they should be aware of safety first and such things as good tyres, seatbelts and other things relative to the safety of the passengers. Yet, we are saying to the bus drivers that they should run their vehicles for 15 years. I do not think that any member of this House would be happy travelling in a bus that is 15 years old. Yet, we are prepared to let these bus drivers take those vehicles onto the roads and transport our children to and from school.

If Mr Brown were serious, he would support what I am saying. He has said that he has not received any calls about this problem from his constituents. I am sure he soon will.

I spent two hours with those people last night and they convinced me that there is a problem that will eventually force the bus contractors out of the industry.

[Resolved: That business be continued.]

Hon. TOM KNIGHT: The bus contractors have worked under the present system for many years and to date they have been happy with it. They have been in a position where, at the end of the life of a bus, they have been able to replace it from the profit they have made. It is no different from any other operating business which requires replacement of machinery and vehicles.

However, those people with whom I spoke have said that if the contractors operate under the proposed system, in 15 years' time they will have to walk out of their businesses because the buses will not be running and they will be worth nothing. The operators will be left with no money and no bus and will find themselves broke.

The bus contractors have spent many years ensuring that both country and city children are taken to school to obtain an education which is of so much value to the community today.

The Minister should investigate the situation. I know that a meeting has been called for 6 September and the people with whom I spoke last night will be in attendance. I know that the person from the traffic authority who came into this Chamber today will also be in attendance. I hope the Minister will attend that meeting and listen to the arguments which will be put forward by the people concerned because they will be of importance to the industry and to their welfare.

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [3.32 p.m.]: Before I deal with the subject matter of the motion, I think this is a case where it might be useful to spend a moment to discuss the procedures which have been invoked to bring it on. Of all the procedures available to members, I would suggest that an urgency motion is the least positive or appropriate. In support of that statement, I ask members to look at the position from a practical point of view.

The first that the Government knew about this motion was when it was delivered to the Minister's office one hour and 10 minutes before this sitting began today. The motion has been moved in the Legislative Council, although the responsible Minister sits in the Legislative Assembly. As it happens, not only is the Minister for Education not in

the Council, but also today he is not even in the State.

This combination of circumstances raises the same difficulties that led to the rule that questions without notice can be asked only of Ministers in this House when they have direct responsibility for the subject matter. That rule was not introduced for the protection of Ministers; it was introduced to ensure that questions are not asked without notice when there is no realistic prospect of there being a properly informed reply.

If members want to make a speech or a complaint about any subject at all, that is their perfect right. However, that right can be exercised in a number of ways and, as I would suggest, in a number of better ways on the matter which is before the House. It could have been exercised on any day during the 2½ weeks of the Address-in-Reply debate. It could have been left for discussion on the adjournment motion. On the other hand, to put it within the framework of an urgency motion, with its connotation of real discussion and exchange of facts and views, is not useful.

As a Minister, I do not even suggest that I could properly deal, without notice, with any subject for which I am responsible in my own portfolios. To expect Ministers to deal without notice on matters for which they are not responsible is asking too much.

Hon. Tom Knight: I raised the matter so you could draw it to the attention of the Minister.

Hon. J. M. BERINSON: What I suggest is that urgency motions should not be used in such cases, but if they are, more notice should be provided than the rules require, or which was provided today. I say this with no disrespect for Mr Stretch. It is a problem of the system. Members who have long memories might recall that I had something to say about this matter when I was sitting on the opposite side of the House. I adopted the practice, when moving urgency motions, of distributing them to the Opposition well within the required time. I adopted that practice so that the responsible Minister would be able to consider the matter and enter into the debate on a better basis.

I turn to the question of school bus services. It is an area of Government services which is large, important, and complex. It is also costly, and that carries with it, as in all other areas, a responsibility for appropriate economy and for justification of charges. In this respect, the position with school bus contracts is very far from unique; for example, the Commonwealth Government faces exactly this sort of problem when it seeks to establish a fair basis for medical fees and dispensing fees.

In my position as Attorney General, I am aware of the problem that arises at regular intervals as to how to establish a proper basis of remuneration for private legal practitioners who are briefed by the Legal Aid Commission. All these areas raise similar problems and it is necessary to apply some proper judgment to them all.

In all these areas, as in the case of the school contract service, there are a set of important considerations to be addressed. One of them is the importance of the service being provided. The second is to ensure that that service is provided in an orderly and stable way, and obviously that will not be the case if the contractors are uncertain as to the remuneration available to them.

However, there are other considerations as well and what cannot be ignored is the advantages which the people who provide the services receive from a Government contract. There is a certain security to Government contracts which has a definite cash value.

Something else is common to all the areas to which I have referred; namely, medical, pharmaceutical, legal, and bus contract services. That common factor is that all of them, in one sense or another, are supported by arrangements which create a position of monopoly. That also has a cash value and I think those sorts of considerations must be reflected, for example, in the goodwill attaching to the school bus industry.

Hon. Tom Knight: They want the monopoly to make money. They do not want the monopoly to go broke. That is what it boils down to.

Hon. J. M. BERINSON: I am not in the business of urging anyone to provide a service at the cost of his going broke, and neither is the Government. What has to be addressed is the fair balance between proper remuneration and an assurance that the charges being made are proper and can be adequately justified.

Given the limitations of my background in this area, limitations which I have readily indicated already by reference to the form of this debate, I do not propose to go into questions of actual charges or actual areas or the amounts of goodwill that may or may not be available. However, I must take up the accusation against the Minister for Education that he has been intransigent in this matter. I put it to the House that the record is absolutely contrary to that.

The record shows that this problem emerged about two years ago and it has led to negotiations extending, as I understand it, over 15 months and involving in the course of negotiations a complete rejection of the earlier suggestion by the Minister that the industry should move to an open tender

basis. When that suggestion for an open tender system emerged, it was not as a result of some sudden inspiration out of the Minister's head. It came by way of recommendation from the Transport Commission. The fact that the Minister was prepared to put it to one side, having initially been attracted to that proposal, demonstrates the very opposite of intransigence. Only within the last few weeks when complaints were made about the amount of time available for bus contractors to return forms the Minister quite willingly, granted an extension of time.

To put the position into some sort of perspective, I repeat the advice by Hon. Jim Brown that the basis of the contract arrived at as a result of negotiations with the Road Transport Association, has already been agreed to by about one-third of all contractors—I suspect that the number has been rounded off—that is, 250 out of 770.

Having said that, I concede that there has been a substantial flow of correspondence suggesting that the basis of the contract should be reviewed for one reason or another. Even without the Minister being available for consultation today, I can quite safely say that all these items of correspondence will be evaluated before further action is taken. On the record established by the Minister, not only on the question of bus transport, but also in all aspects of his portfolio, there can be no doubt at all that he will bring a reasonable attitude to bear and one in which he is prepared to consider reasonable proposals.

However, what cannot be anticipated is that all proposals will be uncritically accepted. To do that would be to fail to meet the obligations which the Minister has.

I was asked earlier by way of interjection whether I would be bringing the subject matter of this debate to the Minister's attention. Of course, I shall do that, and I shall make sure that he is made aware of not only the general nature of the debate, but also the actual comments of all members. He will be returning early next week and will no doubt be attending to this matter urgently thereafter.

Sitting suspended from 3.45 to 4.00 p.m.

HON. A. A. LEWIS (Lower Central) [4.00 p.m.]: I will take the Attorney's mild rebuke about the urgency motions. I wonder whether, when the ALP is back in Opposition in a year or so, he will remind us about it.

Hon. D. J. Wordsworth: Of course he will.

Hon. A. A. LEWIS: Perhaps if the responsible Minister is in another House, one should not do these sorts of things.

The whole of this exercise involves our caring for kids. Could I explain to the Minister, in his capacity as Minister for Budget Management—or mis-management—why a school bus contract is not the same as any other contract he mentioned? The Minister, with his good legal training, considers a contract to be something which is binding on both parties. A school bus contractor might contract to operate a seven-tonne bus, but on three months' notice that can be changed to a three-tonne bus on instructions from the Education Department; or the mileage might be reduced. It does not really fit into what the Attorney tried to get us to believe a real contract meant. I am sure he has understood my suggestions on this.

Hon. J. M. Berinson: You will agree that some of the factors suggested are uncommon.

Hon. A. A. LEWIS: Vaguely uncommon. The school bus contract system is one-sided; they can make all the rules. Such a system is not normal in any business contract with which members and I have had dealings in the past. The security of this Government contract is not very great. There is talk that a third of the contractors have renewed their contracts. If a letter were received from a contractor who was worried about the situation, he would be sending his contract back in order to survive. Survival is not what the Government should work on. The Government and the Minister, or the Acting Minister if the Minister is away, should come out and say, "We will have the meeting on 6 September, we will give people another month after that, we will explain it as best we can and discuss the pros and cons of the contract. Another month after that we will require you to say whether you want to be in or out of it".

The letter I have in front of me told contractors to reply within a fortnight. That was dated 27 July, so they had to reply by 10 August. I understand from the news media that the Minister has given them another fortnight. Members have not been informed individually, but I understand that is the case.

Hon. J. M. Berinson: The Minister indicated that in the course of debate in the Assembly.

Hon. A. A. LEWIS: That brings us to 24 August, when we are scheduled to have a meeting on 6 September. I am sure the Minister understands my argument when I say that the contract should be returned after that 6 September meeting. Everybody should know exactly where he is going, not only the contractors, but also the Government. A number of areas were covered very well by Hon. Tom Knight, and they should be looked at.

The safety of kids is of primary importance. It seems passing strange that the Government is talking about bringing in occupational health and safety legislation, yet as I read this contract—and I have no legal training—the safety of kids in the country could be in jeopardy. The way the contract is framed, together with the Minister's comments, will leave some contractors without a rise for anything up to seven or eight years while the indexing is catching up. The indexing will take up all the CPIs and everything else and the contractors will still not be up to the level they are on now.

One contractor showed me his March 1983 figure. The figure shown is \$3 115 per fortnight. The August 1984 figure is \$3 212, so the increase has not kept up with the CPI increase. Whether that is important or not I do not know because some other factors may be involved.

It seems to me that the effective life of the bus is to be just about trebled. That is a dangerous safety margin. If the life of the bus is trebled, the maintenance costs will be higher towards the end of its life, and I do not believe anything is written into the contract to cover the increased costs at the end. Of course, inflation will result in a greater purchase price for a bus at the end of the contract, and I do not believe allowance has been made for that in the new contract—or not enough.

I am glad everybody is saying that the fuel situation is negotiable because, as Hon. Tom Knight and Hon. Margaret McAleer pointed out, the number of stops, the terrain, and the conditions in which the bus is driven will make a great deal of difference, and every contract should be negotiated separately. I know that there are 700-odd contracts, but they should be negotiated separately. That cannot be done at a flat rate because of the difference in terrain. Members need only consider some of the Bridgetown hills in my area. In the past, the department gave consideration to the problems associated with rough terrain; but that has not been taken into account in the new contracts.

In relation to the drivers' wages, we heard much from schoolteachers about the stress of teaching kids. The school bus driver has the kids when they are fairly grizzly after getting out of bed in the morning, and when the schoolteachers have finished with them at night. I would be the only member in this House who has had a school bus run and driven a bus, and I can speak about the stresses. At times, the children can be sweet, and they can be fair "Bs" at other times. I guess that happens with a schoolteacher as well. However, we should not talk about a loading for schoolteachers for stress without talking about a loading

for the stress caused to school bus drivers. At present the loading is about 50c an hour for the stress of driving a school bus. That may not be accurate; it might be 60c. However, it is a very small amount for the stress involved in driving a busload of kids. It is like a bad apple in a barrel; one has to have only one child mucking up and the whole lot will muck up.

The approved value worries me, because it is based on the Education Department's idea of the improved value and not the real purchase value of the bus at some stages. A flat rate is set on it, but I believe it should be negotiable as well.

I will give the Minister an idea of the situation of three contractors in Boyup Brook. Their losses will be \$6 000, \$9 000 and \$15 000 per annum respectively. Those are fairly hefty losses.

The goodwill factor does not seem to apply. It may be all very well for the future, but I believe that people who have gone into the school bus industry in the last 12 or 18 months paid for the goodwill and expect the same conditions to apply. When they find they receive nothing, they will be hurt very badly.

I will deal with a couple of matters referred to by Hon. Jim Brown who made great play of the Road Transport Association. I used to belong to that association, and I have nothing against it, but obviously the Government has, because it is setting double standards. It used to recognise membership of the Road Transport Association, and now it refuses to recognise it in any part of the contract. A Government document sets out the following—

Membership fees to the Road Transport Association must be borne by the contractor and will not be reimbursed by the Government.

Mr Brown argued that the Government is negotiating with the Road Transport Association on the one hand; and on the other hand, we have the Government sending a circular with information about the new contract system, saying it will not reimburse the association's fees as part of its member's costs.

It would be a good idea if the Minister for Budget Management spoke with the Minister for Education and asked him why the Government could not reimburse the people. I am sure the association would love to have its membership maintained, and the members could be reimbursed.

Hon. Kay Hallahan: That would be pretty unusual.

Hon. A. A. LEWIS: Unusual? Let us have a look at it. A number of contracts give consideration to membership of unions or associations. Surely the Government wants a responsible body with which to deal, and surely it is worth the Government's providing that as part of the contract.

Hon. Kay Hallahan: I would not recommend that.

Hon. A. A. LEWIS: Although she has aspirations, let us hope Hon. Kay Hallahan does not become a Minister, because if she does, she and I might have violent clashes.

On the question of cleaning and administration, on the bus route the figures for which I have in front of me, for 198 days, 206 hours per annum were claimed for cleaning, which is just over an hour a day for cleaning and administration. How does one clean a bus thoroughly and do all the administration in an hour? The practicalities of the contracts worry me.

I have mentioned all the other matters of concern to me; and I believe the Government ought to do three things. Firstly, it ought to reimburse bus drivers who are members of the Road Transport Association so the Government received a total industry view when negotiating; secondly, every bus driver's claim should be considered in relation to the nature of the run; and, thirdly, the Government should place a moratorium on all contracts until two or three weeks after the meeting on 6 September.

Although everybody concerned would agree that it is nice to have a contract, the contract is not drawn up in a way that Hon. Joe Berinson would offer to his legal clients. The school bus contract is more of a master-servant relationship. Mr Stretch, Miss McAleer, Mr Knight, and I are acting as the union's advocates for our constituents.

Several members interjected.

Hon. A. A. LEWIS: We do that quite often to make sure that we get a reasonable deal for the people we represent.

We should make the point to the Government that each contract should be negotiated individually. We should dispel the rumour that this business started two years ago, because it did not start then. It started only when the new Government came into power and thought it would be smart at the expense of the school bus contracts. Again, the Government was belting the bush. It took out the magistrate and the railways at Narrogin; all of that bashing of the bush happens under Australian Labor Party Governments.

Hon. Kay Hallahan: That is your policy, too.

Hon. A. A. LEWIS: I will not answer the interjection because I did not hear it properly.

The Labor Party and the Minister tend to do that. I give the Minister full marks. He is doing a pretty good job in some areas. However, he must take the time to negotiate. I know he will be in conflict with the Minister for Budget Management, because there is only a certain amount of money to go around; but let us not run away with the idea that we can have 15-year-old buses on the run and not severely risk kids' lives. As I said at the beginning of my speech, this whole issue is about caring for kids.

I support the motion.

HON. MARK NEVILL (South-East) [4.21 p.m.]: Hon. Sandy Lewis has a very short memory. He said that this business started when the present Government came into office. Had he read the speech he made in this House nine months ago, he would recall that he claimed the credit for the whole situation by writing a letter to the former Minister.

Hon. A. A. Lewis: Not for the fight with the bus contractors.

Hon. MARK NEVILL: I would have liked to participate in detail in the debate, but unfortunately I read the letter which is the subject of the urgency motion only when I came into the House; therefore, I have not had access to my files on the matter.

One of the aspects of this matter none of the speakers in the debate has disputed is that there is fat in the school bus contractor system. The last contract that changed hands in my electorate, some three or four months before the State election, did so at a cost of \$105 000. That sum was paid for a school bus contract comprising one bus which was worth approximately \$15 000 or, at the most, \$20 000. Therefore, the purchaser paid \$90 000 for the goodwill for a Government contract which is renewed automatically.

The people who are feeling the pinch at the moment are those who paid that sort of sum for the goodwill of a school bus contract prior to this Government's coming to power. I would like to see the Government make some exceptions in respect of those people, because they are in a very difficult position, especially in respect of depreciation on a bus which is of little value.

Hon. W. N. Stretch: Are you aware how long that previous owner had owned the school bus contract?

Hon. MARK NEVILL: No, I am not.

Hon. W. N. Stretch: It could have been his lifetime's business.

Hon. MARK NEVILL: I know the present owner of that school bus contract paid \$90 000 for the goodwill. That demonstrates there is some fat in the system and the Government is trying to remove that fat without disadvantaging people.

The Minister has bent over backwards to accommodate the views of the bus drivers. I have attended numerous meetings in my electorate and have made representations on behalf of contractors. People from the Transport Commission and the Education Department have been to my electorate to speak to the contractors. As far as I could see, most of the problems were resolved. Indeed, this week I arranged for a further visit to my electorate by an officer of the Education Department to look at other matters which the contractors have raised.

I share the expressions of concern indicated by the mover of the motion. I should like to see this matter settled, but the Minister has been very accommodating in his approach to the whole issue. The urgency debate is an inappropriate medium for dealing with this sort of problem, because we should be debating the parts of the contract which are at issue. We cannot really do that, bearing in mind the lack of notice of the debate given to members, and it would have been more useful had the matter been dealt with in another way.

HON. C. J. BELL (Lower West) [4.24 p.m.]: I rise to make a couple of very brief comments about some of the aspects which are the main areas of concern in this issue. The system of averaging costs is the aspect at greatest issue in this debate.

Hon. Jim Brown indicated that 32 per cent of the contractors had signed contracts. If one uses a system of averaging costs when offering a contract, it is clear some contractors will be substantially better off than they were previously when working on the basis of actual costs. Therefore, one can expect those contractors to sign the contracts immediately, because they will make more money.

My understanding is that a number of contracts were offered on short routes where substantial increases have occurred and if those increases are large enough, the contractors will sign the contracts. However, that does not apply to contracts in more remote areas where the school bus must cover a high mileage over difficult terrain, where tyres blow out as well as wear out, where fuel usage is greater because of hills, and where chanical repairs are required more frequently because of the strain on motors and transmissions pulling up hills and stopping at difficult sites. Costs will be greater for those contractors, and

that is the area in which the Minister said he would negotiate. However, clearly the bus contractor feels he is at a substantial disadvantage.

Hon. S. M. Piantadosi: It all comes down to bad drivers.

Hon. C. J. BELL: I would be pleased for that comment to be reported in country areas. Mr Piantadosi indicates that those contractors who feel they incur extra costs are bad drivers. I am sure there would be very few bad drivers in the school bus system, because such people are responsible for the safety of our schoolchildren. The parents of those children would not accept a situation in which the driver of a school bus was less than satisfactory.

Hon. Sandy Lewis referred to the hours worked by school bus contractors. I have heard of drivers being offered a certain number of hours. It is said that the bus run will take so many hours to complete and, therefore, the labour component will amount to a certain number of hours. However, it must be remembered that, before a bus driver commences his run, it is imperative that a pre-start programme be followed. Such a programme includes fuelling up the bus and checking the water, oil, and tyres to ensure the bus is safe before it goes onto the road. At this stage I understand that the department has refused to recognise the labour component aspect of bus contracts.

Those extra factors need to be brought to the Minister's attention when he finally sits down to consult with these people, so that the more difficult aspects of this system, which ensures the safe arrival of country school-children in this State at their schools, may be understood.

I support the motion.

HON. W. N. STRETCH (Lower Central) [4.27 p.m.]: I thank members for their contributions to this debate. A couple of issues need to be clarified.

Hon. Jim Brown left us with the impression that some collusion had occurred between the Opposition and the Road Transport Association. Let me assure the nodding Mr Piantadosi and his colleagues that there was no such collusion. Indeed, the association had far less notice of this debate than the Government.

Hon. S. M. Piantadosi: Come off it!

Hon. W. N. STRETCH: That is true. The only reason that the Road Transport Association officers knew about the debate was that I telephoned them to obtain up-to-date figures. I explained why I needed that information and the officers said, "We will come and listen to the debate, because we have very a sincere interest in the matter".

Government members may mutter as much as they like, but that is as true as I stand here; so let us not hear any more about that.

Hon. Fred McKenzie: What time was that?

Hon. W. N. STRETCH: It was about 10 minutes before the House sat.

Hon. Fred McKenzie: I believe you.

Hon. W. N. STRETCH: Hon. Margaret McAleer made the very important point that we must allow for business expertise to form a large part of the administration costs. I refer members to an article in *The West Australian* of Friday, 10 August. The article made the point that small businesses must pay more attention to this vital factor if they are to survive. That is the point that the operators have been making: They must be allowed to include at least some of their accountancy fees in their administration costs. As members know good accounting advice costs money.

Another of the difficulties of this proposed system—a difficulty which was well illustrated by Hon. Colin Bell—relates to averaging costs. We all know that averages are misleading; we are familiar with the old story about having one foot in the refrigerator and the other in the oven so that, on the average, one is comfortable! That analogy has much relevance to this debate.

Hon. Colin Bell underlined the fact that an operator in a hilly area such as Bridgetown-Nannup, has entirely different operating costs from an operator working in flat, wheatbelt areas. Therefore, applying an average across the board would lead to unnecessary discrepancies.

Hon. Sandy Lewis also made that comment, and his suggestion that the contracts needed to be negotiated on an individual basis is one that should replace all this talk of averages. His was a very sensible and constructive suggestion that should be taken back to the Minister.

Hon. Jim Brown led us to believe that consultation was a simple matter of just picking up the telephone. I had a very distressed constituent from my electorate ring me to say that he had been given the "heave-ho" by the department. He had asked for a raise and the department had negotiated and finally agreed on a \$5-a-day raise, but he indicated that he would need a minimum of \$20 a day to keep his bus on the road. He told the department that he would come to Perth for a talk, but he was told, "No, we are too busy answering the phone and talking to people with the same problem". If that is the Government's idea of consultation, it is very much different from mine. In this case, it was the department not the Minister; but I make the point that if the Minister cannot get the required standards of performance

and courtesy from his department, standards that meet his own, that is his responsibility. If he cannot control his department, he should resign.

Hon. Tom Knight, fresh from a meeting with school bus operators in his area, provided the House with some very good figures giving some idea of the difficulties faced by the operators in his area. He mentioned the replacement cost of vehicles. Members must bear in mind that in February 1978 the replacement cost of a seven-tonne bus was \$35 610, compared with the September 1983 price of \$72 348. Hon. Tom Knight made the point very well that if costs are not tied to the replacement value of a bus, and are instead tied to the original value, we cannot expect to arrive at the bottom line with a fair figure for the running costs.

Hon. A. A. Lewis gave us the benefit of his experience as a school bus owner, operator and driver. He had some very constructive suggestions to make to the Minister on how the system could be improved.

The Attorney General (Hon. Joe Berinson) protested at the way the debate was brought on. The fact is that the situation has blown up very quickly, as all members would be aware. Members of the Opposition have had their phones ringing continually, and I am surprised that Hon. Jim Brown has not received a call, when all our members have received many representations.

The change in the financial circumstances of these bus operators affects them considerably. This should not come as too much of a surprise because, after all, this has been festering for nine months. It is regrettable that we did not know the lower House would not be sitting today and that the Minister was out of the State, but that is the luck of the draw.

We agree with the Attorney that stability is very important. A Government member interjected to the effect that we should be welcoming an open tendering system. Normally that would be so, but members who agree with that interjection should bear in mind that in any tendering system there is always an element in the tendering structure which must be ignored for certain reasons. It might be said that a tender is accepted with provisos, but all tenders are accepted with provisos.

As members from both sides have said, safety is paramount, and it would be irresponsible of the Government, the department, the Minister, or anyone else to accept any tender that made a mockery of the industry's safety record.

Unfortunately, the operators have been left with two ways of going broke—not just one as was indicated by the Attorney. They have the option of operating at a loss under the figures the department has offered some of them, or they have the option of leaving their bus in the shed and going broke more slowly. One gentleman phoned me to say that he could not operate his bus at the figure given to him by the department, therefore, having been unable to up the figure, he had no option but to leave his bus in the shed and allow someone else to take over the tender and to see whether that person could run the bus at a lower figure, which would surprise him.

We acknowledge the Minister's deferral of the cut-off day for a further couple of weeks. Hon. Sandy Lewis made another contribution which was of great merit. He said that a final decision could be deferred until after the meeting, because after all it was later still last year, in November, when we debated this same problem, and the kids all got to school in the following year. It is time to defer the decision a little longer, so that this matter can be negotiated in a spirit of co-operation and intelligence.

The question of the proportion of contracts which have been returned signed is irrelevant; what is relevant is how the people were advised to sign. Many contractors were told, "You have no option. If you want to retain the contract you must sign. Put an accompanying letter with it and the department will look at it".

I ask the Attorney General: Would he, as a legal practitioner, sign a contract, a reasonably long-term contract, one on which his living would depend for an indeterminate time ahead, and include an accompanying letter saying, "I don't like the contract. Its conditions will impinge on my livelihood, but you told me to sign it, so I did"? I suggest that the Attorney would not sign it, that you, Mr President, would not sign it, and that I would not sign it. Does the Government really think it fair to negotiate these contracts on this amazing note, saying, "Don't worry, the department will look after you. You just sign it and let us work out the finer details later"? It is just not on.

Hon. Mark Nevill introduced the question of the goodwill component of school bus contracts. He should know that it is very dangerous and sometimes misleading—although I am not accusing him of being misleading—to pluck a figure out of the air without knowing the accompanying details. Did the \$115 000 include the bus, the house, the garaging of the bus, and the workshop facilities? Many things can go to make up a full price. Often there are smaller houses or cottages for the bus driver. I do not know how much was

included in that \$115 000 and Hon. Mark Nevill cannot tell us, which means we cannot accept that figure; we cannot take it seriously, because we do not have the accompanying facts. There can be many reasons for such a changeover figure, so we cannot accept the \$115 000 as relevant.

I will not dwell any longer on summing up what has been said during the debate on this urgency motion, because the situation is now well aired before members of the Government. I understand the strictures under which the Attorney is working. I thank the House for the way in which the debate has been conducted and ask members of the Government to discuss this matter very seriously with the Minister for Education on his return. Again, I thank members for their comments, and I ask leave of the House to withdraw the motion.

Motion, by leave, withdrawn.

JURIES AMENDMENT BILL

In Committee

The Chairman of Committees (Hon. D. J. Wordsworth) in the Chair; Hon. J. M. Berinson (Attorney General) in charge of the Bill.

Clauses 1 to 5 put and passed.

Clause 6: Sections 4 and 5 substituted—

Hon. J. M. BERINSON: I move the following amendments—

Page 3, line 17—Delete the figure “3” and substitute the figure “2”.

Page 3, line 22—Insert after proposed new section 5(b)(i) the following to stand as section 5(b)(ii)—

(ii) has at any time within 5 years in Western Australia or elsewhere—

- (I) served any part of a sentence of imprisonment or been on parole in respect of any such sentence;
- (II) been found guilty of an offence and detained in an institution for juvenile offenders;
- or
- (III) been the subject of a probation order made by any court;

As members will recall the question of disqualification resulting from conviction was raised by Hon. John Williams in the debate last night. I undertook to review this question, and the amendment which I have had circulated is to bring the provision in the Bill into line with the recommendation of the Law Reform Commission in all respects.

Hon. JOHN WILLIAMS: I thank the Attorney General for those amendments and we in the Opposition support them. It is a very commendable amendment and it answers all the objections we raised yesterday.

Amendments put and passed.

Clause, as amended, put and passed.

Clauses 7 to 25 put and passed.

Title put and passed.

Bill reported with amendments.

BAIL AMENDMENT BILL

In Committee

The Chairman of Committees (Hon. D. J. Wordsworth) in the Chair; Hon. J. M. Berinson (Attorney General) in charge of the Bill.

Clauses 1 to 5 put and passed.

Clause 6: Section 8 amended—

Hon. P. H. WELLS: The intention of the Bill before us is to remove a condition that a person be provided with certain information on every occasion. I draw members' attention to the fact that the written provision was included in the Act because of the Law Reform Commission's report on bail No. 64. In dealing with this subject, on page 49, under the subheading “Information for defendants”, paragraph 5.18 reads—

Several commentators on the Working Paper agreed with the Commission's suggestion 26 that there was a need for defendants to be made more aware of the law and procedure relating to bail. In the Commission's view—

In the commission's view!

It is important to consider what the commission's view is. The members are identifying with a person being charged and the fact that that person might not know all the conditions applicable to bail. Some effort should be made to make certain that a person is fully informed about the conditions of bail. There have been a number of efforts in this report to protect a person in a case where bail has been refused. The commission is indicating that it is interested in that particular person by making certain that he or she understands what is happening.

The report continues—

In the Commission's view, the best way of achieving this would be to provide a concise explanation of the bail system written in simple language.

In the Act that position would be covered under section 81A; on the first occasion the information would be provided. Further on it says—

The Commission recommends that such information should be included as part of the bail information form 27. This form would then serve a dual purpose. It would inform a defendant of the procedure relating to bail, and it would give him an opportunity, if he so wishes, to provide relevant supporting information for the bail-decision-maker.

The proposed form also contains information for a defendant regarding his right if bail is withheld. The Attorney General would say that we have covered all that on the first occasion it came before us.

It would be a traumatic experience for many people. I raise that question because the current Act provides that this information be supplied every time. In 1982, when he was in Opposition, the Attorney General said that the Act followed this commission report very closely.

It was not as if the commission did not deliberately make the decision and the consideration about whether it should go once, twice, or more times. The commission in making this investigation said in 5.19—

The Commission recommends that there should be a statutory obligation on the police to give the form to every defendant who is taken into custody.

In addition the commission states that the form should be available at lock-ups, remand centres, and prisons. That section lists a number of other recommendations. It points out that this is a similar requirement to that contained in the New South Wales Act. I have not had a chance to check the relevant part of the New South Wales Act, but it seems reasonable to me in my limited understanding of the system and from talking with JPs, speaking to people in the Law Society, and a number of other people, that if a problem exists such as was said to be identified on this dry run of regulations it can be remedied. I presume our regulations are in form only, but they are not available at the moment. From the information that has just been provided to me from the Crown Law Department, we can have access to no regulations, so the Attorney is proposing regulations only in form. On this dry run a problem has been identified which will occur over time and we have now been told that it will come down to a promise of something within a previous Act. The compromise would be that as well as the officer assuring himself that the defendant received all that information he would also check whether he understood it and whether he would require it again. I would think that that would not amount to a great deal of time for that officer. I gather that on many

occasions it will involve a magistrate and on some occasions it will involve a justice of the peace. I am not certain whether it would involve a child welfare officer. I have not gone through all the possible people. There is some doubt in my mind that the person involved is not being treated unjustly by removing from him the opportunity to receive that information again, particularly if he did not understand it.

I listen to speeches in this place—I gather some people listen to my speeches—and I sometimes do not understand what has been said. I have heard the Attorney ask, "Look, what do you really mean?" That indicates at times that no matter how intently he listens to speeches, he just does not understand. If that is the case in this place, how much more so will it be for some poor little old lady who gets caught up with this?

Hon. Kay Hallahan: Little old lady? Wow!

Hon. P. H. WELLS: A little old man then.

Hon. G. E. Masters: A little old person. That is sickening.

Hon. J. M. Berinson: I wonder if you could give me the opportunity to explain.

Hon. P. H. WELLS: I will certainly give the Attorney the opportunity to explain. I have indicated to him that I am anxious to move an amendment to stand half-way between what he has proposed, but it may well be that in the short hours that he provided for us to sleep overnight his officers may have worked in this area and he may have been able to come up with the solution himself. I am looking forward to hearing from him.

Hon. J. M. BERINSON: The least the honourable member might have suggested was that I took advantage of the night hours to do some work myself.

Hon. P. H. Wells: Yes, I am certain you would have.

Hon. J. M. BERINSON: The reason I suggested I might be helpful here is that the matter the honourable member raised now and last night has also been the subject of submissions since particulars of the Bill were first made available.

I did indeed review this question overnight in light of those comments and, in looking closely at the detail during that time, I found in particular that my reference last night to the time involved in procedures and so on really applies not to this particular form which provides the information, but to other forms which must be filled in pursuant to other provisions.

I believe I might be able to do better for the honourable member than to compromise between the position in the Act and the position as outlined

in the Bill by reverting in this respect to the provisions of the Act itself. That will be achieved by an amendment which I have now circulated. The amendment will replace proposed subsection (2)(a) of section 8 by the words "comply with paragraph (a) of subsection (1);". This will have the effect, that in all subsequent paragraphs after the first, the person who has been charged must be again provided with the full details specified in section 8 (1)(a) of the Act. This reverts precisely to the requirements of the existing Act and it must meet in full the suggestions of Hon. Peter Wells.

I move an amendment—

Page 3, lines 21 to 26—Delete paragraph (a) and substitute the following paragraph—

(a) comply with paragraph (a) of subsection (1); and

The CHAIRMAN: I accept that amendment because Hon. Peter Wells, while speaking to the clause, did not move his amendment, so technically the Attorney General has the right to move his amendment. I will endeavour to give a little more time to Hon. Peter Wells so that he may comment. I know it is very difficult for him and for other members.

Hon. P. H. WELLS: Could the Attorney refresh my memory on the additional changes to section 8(2)? Why are we not reverting to subsection (2) of the Act, and what are the other amendments?

Hon. J. M. BERINSON: With the amendment I have now proposed, there will be no substantive change at all to existing section 8(2). The only substantive effect of clause 6 of the Bill will be to introduce new subsection (4).

Hon. P. H. WELLS: Perhaps I am a slow learner in this game, but the redrafting of proposed subsection (2) appears to involve the deletion of reference to subsection (2) by adding subsection 2(a). I gather that we have to delete proposed subsection (2) from the Bill and then insert a new clause. If clause 6 of the Bill is passed, we will end up with having two subsections (2). If we delete subsection 2(a) in the Bill, that will mean we add an additional proposed subsection (2) to it.

Hon. J. M. BERINSON: The honourable member is quite right; it is a different set of words. I think it is set out in a better way, but there is no substantive change between existing section 8(2) and new proposed section 8(2), if the present amendment is accepted. The form of the Bill, for ease of presentation, would be better left alone, and what it will provide is a new section 8(4).

Hon. P. H. WELLS: There are some technical changes to make the words flow better, and I

accept that. I thank the Attorney General for his consideration of this matter overnight and appreciate the work he has done. I trust he does not have to work too many late nights again.

Amendment put and passed.

Clause, as amended, put and passed.

Clause 7 put and passed.

Clause 8: Section 14 amended—

Hon. J. M. BERINSON: I move an amendment—

Page 5—Delete paragraph (c).

I referred earlier to a number of submissions which came forward in response to invitations for comment on this Bill. Some such comments have referred to paragraph (c) which limits the ability of a person on remand to appear before a judge beyond the first time for the same reasons I indicated last night; that is, the concern about the pressures that could be put on the Supreme Court as a result of this legislation.

Paragraph (c) of clause 8 was inserted to provide that in certain cases the person could appear personally only by order of the court itself. Otherwise the case would be considered by the court on the papers.

It has been suggested to me that this is going too far at this stage and that, in the absence of evidence, undue advantage of this system would be taken. It goes without saying that a new Bill of this kind can always be reviewed if vexatious applicants are abusing the process and putting too much pressure on the court. On the other hand, I have accepted that at this early stage we should not disturb the easy ability of an applicant to appear in person. By deleting paragraph (c) we will be preserving that position.

Hon. P. H. WELLS: Because the Attorney General has raised the issue of the problems that may occur when this legislation is finalised and put into operation, I ask whether such matters as regulations will be available for examination before they are published in the *Government Gazette*?

Hon. J. M. BERINSON: When I referred to a dry run yesterday I was referring to the standard forms and the need for information in that respect that were dealt with in advance of the regulations. However, I understand the regulations are well-advanced and, in the normal course of events, they will be tabled as soon as possible after they come into effect.

Hon. P. H. WELLS: So we can expect that this Bill will pass quickly?

Hon. J. M. BERINSON: I cannot give a definite timetable for the implementation of the Act. It seems to me that, with the progress we are now making with this Bill, we cannot expect it to pass through the Assembly for at least a month. I would think with the ordinary time for the finalisation of regulations, the printing of forms, and so on, that will bring us fairly close to the end of the year before this Act is proclaimed.

Hon. P. H. WELLS: That gives me some indication of how long we have to examine particular areas. The Attorney General said that it had taken three years for this Bill to come to Parliament in 1982. It has now taken two years to get these amendments, and it will probably be six years from the commencement of these moves before these welcome changes are brought in.

Amendment put and passed.

Clause, as amended, put and passed.

Clause 9: Section 15 amended—

Hon. J. M. BERINSON: I move the following amendments—

Page 5, line 37—Insert after the words “punishable by” the words “death or”.

Page 6 lines 3 to 18—Delete proposed new subsection (2) and substitute the following—

(2) This section applies to the offences described in the following provisions of The Criminal Code—

- (a) section 37 (relating to treason);
- (b) the second paragraph of section 78 (relating to piracy with respect to a ship and accompanied by certain acts of violence);
- (c) section 79 (relating to certain acts of violence with intent to commit piracy with respect to a ship); and
- (d) section 282 (relating to wilful murder and murder).

In my second reading speech I indicated that clause 9 had been drafted on the assumption that the Government's legislation to abolish capital punishment had been enacted. In the meantime, we have been caught up in all sorts of problems with the parliamentary timetable.

It was originally anticipated that the Bill to abolish capital punishment would be dealt with by both Chambers in the last session of Parliament. That was caught up in timetable problems in the Assembly and has only now emerged. There is a problem not only of propriety in attempting to anticipate the Council's decision on another

measure, but also in the practical issues which arise in putting through two pieces of legislation, one affecting the other, and not knowing which will come first.

To clarify the position it has been necessary to revert to the expression “death or imprisonment for life” because that is the terminology of the present Act. I should point out that the amendment as circulated lists all the offences in relation to which there is now exclusive jurisdiction on questions of bail in the Supreme Court. At the moment that is provided by section 115 of the Justices Act. The amendments reflect the current position.

Hon. P. H. WELLS: The Attorney's explanation as to the reasons for the change horrifies me to some degree because it contains some implication as to our ability to get legislation through the Parliament. The ability of members in another place to participate in debates has been greatly curtailed and, therefore, the Government has been able to get a lot more legislation through that Chamber. We find today that that Chamber is not sitting because it has no legislation before it. Historically, the Address-in-Reply debate—

The CHAIRMAN: Order! I believe the member should speak to the amendment.

Hon. P. H. WELLS: The explanation of the need for a change is that another Bill has not come to this place. It could have started here if the Government had so wanted. It certainly is nothing to do with the Opposition; rather it relates to the Government's bungling of the order of its legislation as a result of which it has had to bring in this Bill. The situation arose because another Bill now before the Parliament has pre-empted this legislation. The Opposition has been willing to accommodate the Government, but this Government which tells us how great it is in organising the business of the Parliament has become bogged in its own timetable.

Amendments put and passed.

Clause, as amended, put and passed.

Clauses 10 to 19 put and passed.

Title put and passed.

Bill reported with amendments.

QUESTIONS

Questions were taken at this stage.

(House adjourned at 5.32 p.m.)

QUESTIONS ON NOTICE

TAXES AND CHARGES

Excise Duty

84. Hon. P. G. PENDAL to the Attorney General.

- (1) Is he aware of the recent publication of a paper by Cheryl Saunders advocating constitutional amendment to give the States the power to impose excise duty?
- (2) If so, what attitude has been adopted by the WA Government in relation to this paper?

Hon. J. M. BERINSON replied:

- (1) Yes.
- (2) Western Australia supports the proposition that the Commonwealth and the States should have concurrent power to impose duties.

INDUSTRIAL RELATIONS

Sweetheart Deals

91. Hon. V. J. FERRY, to the Minister for Industrial Relations:

Having regard to a Press report in the *South Western Times* of 2 August 1984 referring to a proposed sweetheart deal between the builders' labourers' union and the builders, involving the Austmark office and hotel complex in Bunbury—

- (a) does the Government encourage and support this kind of industrial relations deal; and
- (b) will the Government be concerned if this type of sweetheart deal becomes the norm thus placing additional costs on other building projects in the south-west or throughout Western Australia?

Hon. J. M. BERINSON replied:

- (a) and (b) The arrangements negotiated between the builders' labourers' union and the prime contractor, Multiplex Constructions, covering working conditions for the construction of the Austmark office and hotel complex, are confidential to the parties concerned.

FISHERIES

Princess Royal Harbour

92. Hon. D. J. WORDSWORTH, to the Attorney General representing the Minister for the Environment:

- (1) Has the western end of Princess Royal Harbour been closed for the taking of fish and molluscan shellfish either for human consumption or bait?
- (2) If so—
 - (a) on what date was it declared;
 - (b) how was it declared?
 - (c) for what purpose was it declared; and
 - (d) what notices or signs warning the general public have been placed along the foreshore?
- (3) What follow-up studies have been made since the WAIT study of 1975 and the Department of Conservation and Environment study in 1980 into contamination of the harbour?
- (4) What assurances have the public that the situation is improving rather than deteriorating?

Hon. J. M. BERINSON replied:

- (1) Yes. The Minister for Fisheries and Wildlife made a Press statement on Wednesday, 23 May giving details of the closure.
- (2) (a) The closure was gazetted in the *Government Gazette* on 25 May 1984;
- (b) by the Minister for Fisheries, under the WA Fisheries Act 1905-1981;
- (c) heavy metals in fish and molluscs exceeding levels prescribed under the Health Act, food and drug regulations;
- (d) signs are being prepared and sites for their erection arranged with the Albany waterways management advisory committee.
- (3) Follow-up studies of metals in Princess Royal Harbour have continued since 1981, peaking early in 1984 following the measurement in November 1983 of elevated levels of mercury in some species of fish at one locality. This has been a joint operation by the Departments of Health, Fisheries and Wildlife, and Conservation and Environment, and the Government Chemical Laboratories,

with the co-operation of the Public Works Department, industry, and local bodies.

- (4) The industry concerned has upgraded the treatment of wastewater, virtually eliminating heavy metals. Discharge to Princess Royal Harbour has ceased. Monitoring of sediments, fish, and molluscs by the departments mentioned above is continuing.

ROADS

Chapman-Spencer Roads Link

93. Hon. P. G. PENDAL, to the Minister for Planning:

- (1) Is the Minister aware that the present procedures being followed in the preparation of an environmental review and management programme including a review of the traffic system for the proposed Spencer-Chapman Road link are contrary to the wishes of the south-east group district planning committee and to the conditions under which the group agreed to the introduction of a major amendment to the region scheme?
- (2) Is he aware that since July 1983 the south-east district planning committee has on five occasions sought participation in the traffic review study and that those letters have been either ignored or not satisfactorily answered?
- (3) In view of this deplorable state of affairs, will the Minister now intervene in the matter and ensure that the district planning committee is immediately represented and fully involved before any report is released for comment?

Hon. PETER DOWDING replied:

- (1) to (3) I refer the member to the answer I provided to question 40 on Thursday, 2 August 1984.

If the member still has concerns, he should write to me and I will have the matter investigated and will respond in due course.

FISHERIES

Prawns: Exmouth Gulf

94. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

What was the total prawn catch from the Exmouth Gulf fishery in—

- (a) 1978;
(b) 1979;
(c) 1980;
(d) 1981;
(e) 1982; and
(f) 1983?

Hon. J. M. BERINSON replied:

- (a) 1978—1 683 tonnes;
(b) 1979—1 172 tonnes;
(c) 1980—1 054 tonnes;
(d) 1981—875 tonnes;
(e) 1982—729 tonnes;
(f) 1983—645 tonnes.

SPORT AND RECREATION

Football: Contracts

95. Hon. TOM McNEIL, to the Minister for Sport and Recreation:

- (1) Is the Minister aware that an Australian rules football player desirous of playing in the WAFL competition in 1985 will have to sign a player's contract which will tie him to the WAFL for five years or 110 games and during that period he will be subcontracted to a league club to play league, reserves, or colts?
- (2) Is the Minister further aware that the provisions of the contract insist that at the direction of the league or club the player will—
- (a) train, practise, or play when requested;
- (b) be accountable for behaviour and dress both on and off the field;
- (c) provide himself with maximum hospital and medical benefit insurance;
- (d) keep himself in the best possible physical condition;
- (e) abide by the decisions of the board of directors of the league and the club committee;
- (f) not train with any other club or take part in other games of Australian rules football in Australia without

first obtaining the written consent of the WAFL;

- (g) not enter into any agreement to play Australian rules anywhere else in Australia without first obtaining the written consent of the league;
 - (h) give an undertaking that he has not and will not enter into any agreement or arrangement or understanding which would prevent or hinder him from complying with the agreement;
 - (i) not institute any proceedings in any court in Australia seeking the right to play for any other club in Western Australia or competition in Australia without exhausting the rights of appeal through the WAFL;
 - (j) not seek to obtain a permit to play for any other club in WA or elsewhere?
- (3) Is the Minister further aware that—
- (a) in the event of any injury necessitating absence from work the league will pay a maximum of three weeks salary;
 - (b) should the player or his employer possess insurance cover the league will make no payment; and
 - (c) in any dispute the matter will be heard by the permit tribunal whose findings are binding on all parties and final?
- (4) If "Yes" to (1), will the Minister request the Government appointee to the football board of management to examine the effect such a contract has on the freedom of country footballers to join any club of their choice?
- (5) Will the Minister name other sports which have similar contracts?

Hon. PETER DOWDING replied:

- (1) to (3) No.
- (4) Not applicable.
- (5) This type of information is not readily available to the Government.

The member should be aware that the Government's nominee on the WAFL board is in no way bound to the dictates of Government. To receive information which is of possible concern to country

footballers, the member should direct his questions to the WAFL itself.

96. *Postponed*

FISHERIES

Prawns: Exmouth Gulf

97. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

- (1) What steps are being taken to monitor and survey the prawn fishery in Exmouth Gulf?
- (2) Who is carrying out this survey?
- (3) Is any further reduction in prawn licences envisaged?

Hon. J. M. BERINSON replied:

- (1) The general fishery is monitored by means of a research log book system, and the breeding stock is monitored by means of a sampling programme in August, September, and October.
- (2) The research branch of the Department of Fisheries and Wildlife.
- (3) A reduction in prawn licences is not currently under consideration by the Government.

PLANNING

Canal Development: Dawesville

98. Hon. C. J. BELL, to the Minister for Planning:

- (1) Is it the Government's intention to approve a canal development in conjunction with a cut through to the ocean south of Dawesville?
- (2) If so, by whom are the proposals being made?
- (3) Will such proposals have any bearing on Mandurah Shire Council's decision on canal development?

Hon. PETER DOWDING replied:

- (1) The Government is still evaluating all options in relation to the Peel-Harvey estuary.

Any reasonable proposals which local authorities or others suggest will be fully considered.

- (2) and (3) See (1) above.

PASTORAL INDUSTRY

Lease: Bow River Station

99. Hon. P. G. PENDAL, to the Leader of the House representing the Minister for Lands and Surveys:

- (1) Is it correct that the previous owner of the Bow River Station advertised the property for sale at about \$250 000?
- (2) If so, why did the WA Government and the Aboriginal Development Commission eventually pay \$450 000 for the property?

Hon. J. M. BERINSON replied:

- (1) I am not aware of the terms in any advertisement. The lessee's agent sought, and was given, approval to offer the station for private sale on a "walk-in-walk-out" basis at an asking price of \$450 000 inclusive of stock.
- (2) Answered by (1).

INDUSTRIAL ESTATES

Balcatta and Osborne Park

100. Hon. P. H. WELLS, to the Minister for Planning representing the Minister for Transport:

- (1) Is the Minister aware that the Osborne Park and Balcatta Business Association has brought to the attention of the Main Roads Department the lack of signs on the Mitchell Freeway identifying the Osborne Park and Balcatta industrial areas?
- (2) Will the Minister review the decision by the Main Roads Department that such signs, if erected, would cost the association \$850?

Hon. PETER DOWDING replied:

- (1) The Stirling City Council has been in touch with the Main Roads Department on the question of direction signing in the Osborne Park area.
- (2) The department has suggested to the council that five additional direction signs where the council's road system intersects with the freeway system could be provided at cost to council of \$1 650.

101. *Postponed.*

ROADS

Chapman-Spencer Roads Link

102. Hon. P. G. PENDAL, to the Minister for Planning representing the Minister for Transport:

- (1) If the Spencer-Chapman Road link were built, what number of extra vehicles would be expected to use—
 - (a) Manning Road; and
 - (b) Leach Highway;

as the feeder artery to the Narrows Bridge?
- (2) What number of vehicles currently uses the Narrows Bridge each day?
- (3) What is considered to be the maximum capacity of the Narrows Bridge?

Hon. PETER DOWDING replied:

- (1) No significant changes to traffic volumes—that is, fewer than 500 vehicles per day—would be expected in either Manning Road or Leach Highway adjacent to the Kwinana Freeway.
- (2) The average daily traffic flow over the Narrows Bridge in March this year was 118 400 vehicles.
- (3) It is expected that traffic flow over the Narrows Bridge will peak at approximately 130 000 vehicles per day.

FISHERIES

Scallops: Shark Bay

103. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

- (1) Has a decision been made to extend the season for scallop boats to operate in the Shark Bay fishery?
- (2) If so, why?
- (3) Will this be a permanent arrangement for seasons?

Hon. J. M. BERINSON replied:

- (1) Yes.
- (2) Approaches from industry members were made to Government to alter the season. After considering all aspects it was decided that there was value in having the same closing date for the taking of prawns and scallops both of which are caught by means of trawling.
- (3) No.

104. *Postponed.*

MINERAL: ASBESTOS

Burswood Island

105. Hon. P. G. PENDAL, to the Minister for Planning representing the Minister for Transport:

- (1) Will he table a plan showing the location on Burswood Island of discarded asbestos materials?
- (2) If not, why not?

Hon. PETER DOWDING replied:

- (1) and (2) Yes. The plan, which is tabled herewith, shows the known location of waste asbestos cement products on Swan Location 35 Goodwood Parade, Rivervale, owned by James Hardie & Co. Pty. Ltd.

The plan was tabled (see paper No. 98).

106 and 107. *Postponed.*

LAND: NATIONAL PARK

Marine Park: Ningaloo Reef

108. Hon. P. H. LOCKYER, to the Attorney General representing the Minister for the Environment:

When does the Minister expect a decision on the recommendations for the Ningaloo Reef area at North-West Cape?

Hon. J. M. BERINSON replied:

The Environmental Protection Authority has nearly completed its review of public submissions. I anticipate that the authority will give its advice to me as soon as the review has been completed.

109. *Postponed.*

ENERGY: ELECTRICITY

Shopping Centre: Carnarvon

110. Hon. P. H. LOCKYER, to the Minister for Planning representing the Minister for Minerals and Energy:

- (1) Is it correct that if a developer of a major shopping centre in Carnarvon needed a special SEC transformer to be installed to run the power in his establishment, he would have to pay for the installation of this transformer?
- (2) Would this charge apply to a similar development in the metropolitan area?

Hon. PETER DOWDING replied:

- (1) Yes.
- (2) No, this reflects a long-standing policy of the State Energy Commission.

The reason for the State Energy Commission differentiating between the two areas is that Carnarvon is supplied from isolated diesel generating units. The cost of generation per unit far exceeds the standard tariff charged.

The Carnarvon shopping centre would therefore be heavily subsidised in comparison with a similar establishment being located in Perth. The total losses sustained by the commission in country areas exceed \$60 million per year.

To prevent still further losses, the commission recovers the capital cost of the uneconomic portion of any electricity extension. All capital expenditure for extensions in Carnarvon are uneconomic because a heavy loss is incurred on every unit sold.

To change the policy would only increase the country operating losses which would have to be borne by other electricity customers.

You are aware that this Government held electricity tariff increases to an average of 3.8 per cent for 1984-85. This means that the commission must adhere strictly to its budget targets.

GAMBLING: CASINO

Burswood Island: Kagoshima Park

111. Hon. P. G. PENDAL, to the Minister representing the Minister for Administrative Services:

- (1) Is he aware of claims that one site on Burswood Island suggested for a casino encroaches on land occupied by Kagoshima Park which has been named in honour of Perth's sister city relationship?
- (2) Will he initiate discussions with the Perth City Council to clarify this position?

Hon. J. M. BERINSON replied:

- (1) The exact location of the casino is not known at this stage.
- (2) The casino control committee is conducting examinations of both proposals with the developers and the relevant authorities.

ROADS

Denham-Overlander

112. Hon. P. H. LOCKYER, to the Minister for Planning representing the Minister for Transport:

What is the estimated completion date of the sealing of the Overlander to Denham road?

Hon. PETER DOWDING replied:

The blacktop is estimated to be completed in April 1985 and the final seal coat later that year.

FISHERIES

Prawns: Exmouth Gulf

113. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

What is the recognised life span of prawns in grounds similar to and including Exmouth Gulf?

Hon. J. M. BERINSON replied:

One to two years.

FISHERIES

Prawns: Exmouth Gulf

114. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

- (1) Are any areas closed to prawn fishing in the Exmouth Gulf area?
- (2) If so, what are these areas?
- (3) Why were these areas closed?
- (4) How long will they be closed?

Hon. J. M. BERINSON replied:

- (1) Yes.
- (2) All waters except the permanently closed nursery area and the waters south of a line starting from a point on the high-water mark of the Indian Ocean situated south of the southernmost extremity of Locker Island and extending north to the high-water mark of that extremity; thence southwesterly to the high-water mark of the northernmost extremity of Fly Island; thence southwesterly to the high-water mark of the northernmost extremity of "Y" Island; thence west to 114° 15'18" east longitude; thence

southwesterly at a bearing of 220°T to a point on the shoreline at high-water mark approximating the site of the M. G. Kailis Gulf Fisheries Pty. Ltd. prawn factory.

- (3) To protect nursery areas in general and the breeding grounds of the tiger prawns.
- (4) The nursery areas are closed permanently. The remaining area will open towards the end of March 1985 or in April, dependent upon the results of discussions with the industry.

PLANNING: MRPA

Building: Flood Plain

115. Hon. P. G. PENDAL, to the Minister for Planning:

- (1) Is he aware of an MRPA decision conveyed to the Bassendean Town Council last week refusing a building licence to an individual on the grounds that the building was on the flood plain of the Swan River and subject to the 100-year flood level?
- (2) Will he investigate why this individual is not permitted to build on his own land while the Government is able to consider a casino to be built on its land?

Hon. PETER DOWDING replied:

- (1) No.
- (2) If the member would care to write to me submitting details, I will consider having the matter investigated.

FISHERIES

Prawns: Exmouth Gulf

116. Hon. P. H. LOCKYER, to the Leader of the House representing the Minister for Fisheries and Wildlife:

- (1) How many prawn boats are licensed in the Exmouth Gulf prawn fishery?
- (2) Who are the proprietors of these licences?

Hon. J. M. BERINSON replied:

- (1) 23.
- (2) M. G. Kailis Gulf Fisheries
Nor West Seafoods Pty. Ltd.
Marine Management
A. Cassidy
M. Correla.

QUESTIONS WITHOUT NOTICE

LAND

Broome: Developers

15. Hon. N. F. MOORE, to the Minister for Planning:

I refer the Minister to the answer to one of my questions without notice yesterday in which he indicated that there are developers interested in the Gantheaume Point in Broome and I ask—

- (1) Who are the developers?
- (2) What stage have negotiations reached in regard to the development of the site?

Hon. PETER DOWDING replied:

- (1) and (2) I am aware of only two names of developers interested in the site. I am not aware of the number of developers who have actually submitted specific proposals at this stage. I suggest that the member refers the question to the Minister for Tourism for a detailed response.

LAND

Broome: Exchange

16. Hon. N. F. MOORE, to the Minister for Planning:

The Minister, in reply to one of my questions without notice yesterday said that the Government saw no reason to acquire the freehold lot owned by Mr Bonser in Broome and this was the reason for refusing the land exchange that Mr Bonser requested. I ask the Minister: Does this mean that the Cabinet's decision on this matter conflicted with the views of Mr Wilson, the Minister with special responsibility for Aboriginal Affairs, who recommended that the lot be purchased and amalgamated with the Aboriginal Lands Trust reserve?

Hon. PETER DOWDING replied:
No.

PLANNING

Canal Development: Dawesville

17. Hon. C. J. BELL, to the Minister for Planning:

I refer to the Minister's answer to my question on notice 98 asked today. Is the Minister aware of the Press statement in this afternoon's *Daily News* which indicates that a channel will be cut to the ocean at Caddadup in the south-west?

Hon. PETER DOWDING replied:
I have not seen the newspaper.

LAND

Broome: Aboriginal Lands Trust

18. Hon. N. F. MOORE, to the Minister for Planning:

Is it a fact that the Aboriginal Lands Trust recommended the purchase of the freehold lot for amalgamation with the Aboriginal Lands Trust Reserve in Broome.

Hon. PETER DOWDING replied:

I am not the responsible Minister and it would be proper for the member to refer his question to the appropriate Minister.

JUSTICES OF THE PEACE

Applications: Moratorium

19. Hon. P. H. WELLS, to the Attorney General:

I understand that the Attorney General had a moratorium on justices of the peace applications. Has he reviewed it and what is the present situation?

Hon. J. M. BERINSON replied:

The moratorium has expired and the processing of applications is proceeding. However, there is a substantial backlog of applications and it will take a long time to work through them.

JUSTICES OF THE PEACE

Members of Parliament and Public Servants

20. Hon. P. H. WELLS, to the Attorney General:

I notice that the Attorney General has included members of Parliament as being eligible to apply to be appointed as justices of the peace. Does the Attorney General visualise allowing members of

the Public Service to apply for appointment as justices of the peace?

Hon. J. M. BERINSON replied:

Members of the Public Service are already eligible to apply for appointment as justices of the peace.
