LEGISLATIVE COUNCIL

Tuesday 28 May 1996

The PRESIDENT (Hon. Peter Dunn) took the Chair at 2.15 p.m. and read prayers.

ASSENT TO BILLS

Her Excellency, the Governor, by message, intimated her assent to the following Bills:

Business Names,

Civil Aviation (Carriers' Liability) (Mandatory Insurance and Administration) Amendment,

Community Titles,

Correctional Services (Miscellaneous) Amendment,

Education (Teaching Service) Amendment,

Evidence (Settlement Negotiations) Amendment,

Expiation of Offences,

Financial Institutions (Application of Laws) (Court Jurisdiction) Amendment,

Gaming Machines (Miscellaneous) Amendment,

Legal Practitioners (Miscellaneous) Amendment,

Motor Vehicles (Miscellaneous) Amendment,

Motor Vehicles (Miscellaneous No. 2) Amendment,

National Parks and Wildlife (Miscellaneous) Amendment,

Public and Environmental Health (Notification of Diseases) Amendment,

Racing (Miscellaneous) Amendment,

Rail Safety,

Road Traffic (Directions at Level Crossings) Amendment,

Road Traffic (Exemption of Traffic Law Enforcement Vehicles) Amendment,

South Australian Meat Corporation (Sale of Assets),

South Australian Timber Corporation (Sale of Assets),

Stamp Duties (Miscellaneous) Amendment, 1996,

Statutes Amendment and Repeal (Common Expiation Scheme),

Statutes Amendment (Community Titles),

Summary Procedure (Time for Making Complaint) Amendment,

Supply,

Travel Agents (Miscellaneous) Amendment,

Wills (Wills for Persons Lacking Testamentary Capacity) Amendment,

Witness Protection,

Workers Rehabilitation and Compensation (Dispute Resolution) Amendment, 1996.

QUESTIONS ON NOTICE

The PRESIDENT: I direct that written answers to the following questions on notice be distributed and printed in *Hansard*: Nos 66 to 71, 73 to 76 and 78 to 85.

PUBLIC TRANSPORT TIMETABLES

66. **The Hon. P. HOLLOWAY:**

1. Who prints and who is responsible for the cost of public transport timetables for routes operated by—

(a) Serco

(b) Hills Transit

(c) TransAdelaide South

(d) other non-contracted TransAdelaide services?

2. Do any of the above public transport operators make any contribution to the cost of distributing timetables, or for the provision of other information concerning their services, at the Passenger Transport Information Centre in the city? If so, how much does each operator pay, and, if not, who pays the cost of operating this centre?

The Hon. DIANA LAIDLAW: The operators of the Passenger Transport Board's metroticket public transport services, namely TransAdelaide, Serco, Hills Transit and TransAdelaide Lonsdale are responsible for the cost of printing the timetables for the services in their areas. Each operator arranges their own printing.

The operators are also responsible for the cost of distributing timetables to licensed ticket vendors such as delis, petrol stations and post offices, and to depots, interchanges, the Adelaide Railway Station and the Passenger Transport Information Centre.

The operators do not make a contribution to the cost of distributing timetables or providing public transport information to the public from the information centre itself. The Passenger Transport Board pays for the cost of running the centre. (The budget for operating the Centre is $836 000 per annum). The 13 customer service officers who work at the Passenger Transport Information Centre provide information to more than 10 000 customers every week.

FRUIT FLY

67. **The Hon. R.R. ROBERTS:** As of 29 February 1996—

1. How many single fruit fly trappings have occurred in this season?

2. When have they occurred?

3. Where have they occurred?

The Hon. K.T. GRIFFIN: As of 29 February 1996 there have been 10 single fruit fly trappings in South Australia for season 1995-96. All single fly trappings have been Queensland fruit flies and the dates of trappings and the locations of the traps were as follows:

30 October 1995	1 Male Q fruit fly	11 Delta Street, Athol Park
30 October 1995	1 Male Q fruit fly	8 Southern Avenue, Mansfield Park
3 January 1996	1 Male Q fruit fly	63 Whitmore Square, Adelaide
9 January 1996	1 Male Q fruit fly	11-23 Winifred Street, Adelaide
11 January 1996	1 Male Q fruit fly	29 Braemore Terrace, Campbelltown
15 January 1996	1 Male Q fruit fly	25 Kinross Street Ferryden Park
17 January 1996	1 Male Q fruit fly	10 West Terrace, Nailsworth
23 January 1996	1 Male Q fruit fly	36 Deemster Avenue, Christies Beach
31 January 1996	1 Male Q fruit fly	35 George Street, Norwood
10 February 1996	1 Male Q fruit fly	11 Hillsley Avenue, Everard Park

As a response to each detection, PISA staff installed supplementary trapping grids within a 400 metre radius of each detection and carried out a technical check involving intensive fruit sampling. The supplementary traps are maintained for a period of nine weeks and inspected twice weekly during this period. No outbreaks have resulted from these single fly detections.

These detections are both normal and expected with the average number of detections over the past five years being nine single fly detections per year.

ELECTRICAL SHOCKS

68. **The Hon. R.R. ROBERTS:**

1. What number of electrical shocks were reported to ETSA Corporation from 1 July 1995 until 31 December 1995?

2. What proportion of shocks related to the Corporation distribution system?

3. What classification of employee investigates electric shocks?

4. Are shock reports in country areas attended to immediately?

5. Are investigation staff required to travel exorbitant distances in country areas for shock reports because of reduced workforce numbers?

The Hon. R.I. LUCAS:

1. A total of 274 electric shocks were reported for the period 1 July 1995 to 31 December 1995.

2. 145 of the 274 shocks (53 per cent) related to ETSA's distribution system.

3. Currently the investigating officers for shock reports are Customer Service Officers—Electrical and Customer Service Officers—Retail. In some circumstances Customer Service Co-ordinators have the skills to investigate shock reports.

4. As soon as the shock report is made to ETSA, investigating personnel are advised and depending upon the seriousness of the shock, ETSA attends to ensure safety as soon as possible, normally within hours.

5. Some additional travel is being experienced in country locations, however, I am not aware of any circumstances causing inconvenience.

69. **The Hon. R.R. ROBERTS:**

1. What were the number of electrical shocks reported to ETSA for each calendar year from 1986 until 1994 and the six month period until June 1995?

2. For each year, what proportion of electrical shocks reported related to consumer's installations and/or portable electrical appliances?

3. For each year from 1986 until 1994, what were the number of electrical fatalities in South Australia?

The Hon. R.I. LUCAS: The information requested is presented in the following table:

Year	Total Electric Shocks Reported	Total Electric Shocks Relating to Customers' Installations	Total Electric Shocks Relating to ETSA Assets	Electrocutions
1986	799	389 (49%)	410	3
1987	648	303 (47%)	345	5
1988	716	345 (48%)	371	10
1989	752	361 (48%)	391	5
1990	698	358 (51%)	340	4
1991	605	303 (50%)	302	2
1992	400	199 (50%)	201	-
1993	447	250 (56%)	197	-
1994	692	400 (58%)	292	1
Jan to June 1995	328	183 (56%)	145	2
July to Dec 1995	274	147 (54%)	127	-

ELECTRICAL INSTALLATIONS

70. **The Hon. R.R. ROBERTS:**

1. Are all new domestic electrical installations currently thoroughly inspected prior to connection to the distribution system by ETSA Corporation staff in a manner similar to that which was standard ETSA practice for decades?

2. If not, why not?

The Hon. R.I. LUCAS:

1. and 2. ETSA relies on notification from licensed electrical workers of all new work performed. When notified and appointments arranged by the electrical worker, ETSA inspects in a manner similar to that which was standard ETSA practice for decades. Mines and Energy SA are now responsible for this role. ETSA is acting in a caretaker role until an audit system is in place, possibly by June 1996.

ETSA CORPORATION EMPLOYEES

71. **The Hon. R.R. ROBERTS:** For the period 1 July to 31 December 1995, what was the number, location and classification of ETSA Corporation employees carrying out inspection, connection and related duties of new altered consumers' installations?

The Hon. R.I. LUCAS: The information requested is presented in Appendix 1 (attached).

Appendix 1

1 July-31 December 1995

Location	Number of Employees	Classification
Angle Park	3	CSO—Retail
	3	CSO—Electrical—Electrical (formerly Electrical Inspector)
	2	Trade Skill Worker Grade 5 (mechanics)
	3	Trade Skill Worker Grade 4 (mechanics)
Holden Hill	3	CSO—Retail
	4	CSO—Electrical
	6	Trade Skill Worker 4
	1	Trade Skill Worker 3
	1	Trade Skill Worker 2
Northern Vales	2	CSO—Retail
	2	CSO—Electrical
	3	Trade Skill Worker 4
	2	Trade Skill Worker 2
Pt Augusta	1	CSO—Electrical
	1	Trade Skill Worker 4
Whyalla	2	CSO—Electrical
	1	Trade Skill Worker 2
Pt Lincoln	1	CSO—Electrical
	2	Trade Skill Worker 4
Wudinna	1	Trade Skill Worker 4
Port Pirie	1	CSO—Electrical
	1	Trade Skill Worker 4
Kadina	1	CSO—Electrical
	2	Trade Skill Worker 4
Clare	1	CSO—Electrical
	2	Trade Skill Worker 4
Murray Bridge	1	CSO—Electrical
	1	Trade Skill Worker 4
Barmera	1	CSO—Electrical
	2	Trade Skill Worker 4
	1	Trade Skill Worker 3
Mt Gambier	3	CSO—Electrical
Naracoorte	1	Trade Skill Worker 4
Bordertown	1	Trade Skill Worker 4
Mt Barker	1	CSO—Retail
	1	Trade Skill Worker 5
Victor Harbor	1	CSO—Electrical
	1	Trade Skill Worker 5
	1	Trade Skill Worker 3
Morphett Vale	2	CSO—Retail
	2	CSO—Electrical
	3	Trade Skill Worker 3
St Marys	3	CSO—Retail
	3	CSO—Electrical
	3	Trade Skill Worker 5
	5	Trade Skill Worker 4
	1	Trade Skill Worker 3

ELECTRICITY TRUST INSPECTORS

73. **The Hon. R.R. ROBERTS:** As at 30 June in 1991, 1992, 1993, 1994 and 1995, what were the numbers of permanently classified:

Supervising Electrical Inspectors
Senior Electrical Inspectors
Grade 3 Electrical Inspectors
Grade 2 Electrical Inspectors
Grade 1 Electrical Inspectors

employed by ETSA in the non-metropolitan area of South Australia

and their respective locations?

The Hon. R.I. LUCAS: The information requested is presented in the following table:

Classification	1991	1992	1993	1994	1995
Supervising Inspector	12	2	2	-	-
Senior Electrical Inspector	3	-	-	-	-
Grade 3 Inspectors	3	3	3	-	-
Grade 2 Inspectors	26	26	26	16	16
Grade 1 Inspectors	21	21	18	21	21

The location of the employees classified above is summarised in Appendix 1 (QON L/C 48/3/71) and Appendix 2 (QON L/C 48/3/72).

Appendix 1

1 July-31 December 1995

Location	Number of Employees	Classification
Angle Park	3	CSO—Retail
	3	CSO—Electrical—Electrical (formerly Electrical Inspector)
	2	Trade Skill Worker Grade 5 (mechanics)
	3	Trade Skill Worker Grade 4 (mechanics)
Holden Hill	3	CSO—Retail
	4	CSO—Electrical
	6	Trade Skill Worker 4
	1	Trade Skill Worker 3
	1	Trade Skill Worker 2
Northern Vales	2	CSO—Retail
	2	CSO—Electrical
	3	Trade Skill Worker 4
	2	Trade Skill Worker 2
Pt Augusta	1	CSO—Electrical
	1	Trade Skill Worker 4
Whyalla	2	CSO—Electrical
	1	Trade Skill Worker 2
Pt Lincoln	1	CSO—Electrical
	2	Trade Skill Worker 4
Wudinna	1	Trade Skill Worker 4
Port Pirie	1	CSO—Electrical
	1	Trade Skill Worker 4
Kadina	1	CSO—Electrical
	2	Trade Skill Worker 4
Clare	1	CSO—Electrical
	2	Trade Skill Worker 4
Murray Bridge	1	CSO—Electrical
	1	Trade Skill Worker 4
Barmera	1	CSO—Electrical
	2	Trade Skill Worker 4
	1	Trade Skill Worker 3
Mt Gambier	3	CSO—Electrical
Naracoorte	1	Trade Skill Worker 4
Bordertown	1	Trade Skill Worker 4
Mt Barker	1	CSO—Retail
	1	Trade Skill Worker 5
Victor Harbor	1	CSO—Electrical
	1	Trade Skill Worker 5
	1	Trade Skill Worker 3
Morphett Vale	2	CSO—Retail
	2	CSO—Electrical
	3	Trade Skill Worker 3
St Marys	3	CSO—Retail
	3	CSO—Electrical
	3	Trade Skill Worker 5
	5	Trade Skill Worker 4
	1	Trade Skill Worker 3

Appendix 2

Location	Classification	Number of Employees
Adelaide	Elect Inspect Gr 1	1
Angle Park	Elect Inspect Gr 1	4
Angle Park	Elect Inspect Gr 3	1
Angle Park	Electrical Fitter	3
Angle Park	Trade Skill Worker Gr 3	1
Angle Park	Trade Skill Worker Gr 4	5
Angle Park	Trade Skill Worker Gr 5	1
Barmera	Trade Skill Worker Gr 3	3
Bordertown	Elect Inspect Gr 2	1
Ceduna	Elect Inspect Gr 2	1
Ceduna	Trade Skill Worker Gr 3	1
Clare	Elect Fitter 3601	1
Clare	Electrical Fitter	2
Clare	Electrician Sp Cl	1
Clare	Elect Mechanic	2
Coonalpyn	Elect Inspect Gr 2	1
Elizabeth	Elect Inspect Gr 1	4
Elizabeth	Elect Inspect Gr 2	2
Elizabeth	Trade Skill Worker Gr 3	1
Elizabeth	Trade Skill Worker Gr 4	5
Gladstone	Elect Inspect Gr 2	1
Gladstone	Elect Mechanic 3623	1
Holden Hill	Elect Inspect Gr 2	1
Kadina	Elect Mechanic 3623	1
Kadina	Elect Inspect Gr 2	1
Loxton	Elect Inspect Gr 2	1
Magill	Elect Inspect Gr 1	5
Magill	Elect Inspect Gr 2	2
Magill	Trade Skill Worker Gr 3	6
McLaren Vale	Trade Skill Worker Gr 3	1
Mile End	Elect Inspect Gr 1	2
Mile End	Elect Inspect Gr 2	1
Mile End	Elect Inspect Gr 3	1
Mile End	Trade Skill Worker Gr 3	6
Millicent	Elect Inspect Gr 2	1
Mt Barker	Elect Inspect Gr 2	1
Mt Barker	Trade Skill Worker Gr 3	4
Mt Gambier	Elect Inspect Gr 2	1
Mt Gambier	Trade Skill Worker Gr 3	4
Mt Gambier	Trade Skill Worker Gr 4	5
Murray Bridge	Supervising Inspector Gr 2	1
Murray Bridge	Trade Skill Worker Gr 3	2
Naracoorte	Elect Inspect Gr 2	1
Naracoorte	Trade Skill Worker Gr 3	1
Noarlunga	Elect Inspect Gr 1	2
Noarlunga	Elect Inspect Gr 2	1
Noarlunga	Trade Skill Worker Gr 3	6
Norwood	Elect Inspect Gr 3	1
Port Lincoln	Elect Inspect Gr 2	1
Port Lincoln	Trade Skill Worker Gr 3	6
Port Lincoln	Elect Inspect Gr 1	1
Port Pirie	Elect Inspect Gr 2	1
Port Pirie	Elect Mechanic	1
Pt Augusta	Elect Inspect Gr 2	1
Pt Augusta	Elect Mechanic 3623	1
Pt Augusta	Supervising Inspector Gr 2	1
St Marys	Elect Inspect Gr 1	2
St Marys	Trade Skill Worker Gr 3	2
St Marys	Elect Inspect Gr 2	2
St Marys	Trade Skill Worker Gr 4	2
St Marys	Trade Skill Worker Gr 5	1
Strathalbyn	Elect Inspect Gr 2	1
Strathalbyn	Trade Skill Worker Gr 3	1
Victor Harbor	Elect Inspect Gr 2	1
Waikerie	Elect Inspect Gr 2	1
Whyalla	Elect Inspect Gr 2	1
Whyalla	Elect Mechanic	1
Yorketown	Electrical Fitter	1
Total		131

Location	Classification	Number of Employees
Angle Park	Elect Inspect 3	1
Angle Park	Trade Skill Worker Gr 3	1
Angle Park	Trade Skill Worker Gr 4	8

Angle Park	Trade Skill Worker Gr 5	1
Angle Park	Elec Insp 1	3
Barmera	Trade Skill Worker 3	1
Barmera	Trade Skill Worker 4	3
Bordertown	Elect Inspect 2	1
Ceduna	Elect Inspect 2	1
Ceduna	Trade Skill Worker 4	1
Clare	Trade Skill Worker 1	1
Clare	Trade Skill Worker 4	6
Coonalpyn	Elect Inspect 2	1
Elizabeth	Elect Inspect 1	3
Elizabeth	Elect Inspect 2	2
Elizabeth	Trade Skill Worker 2	1
Elizabeth	Trade Skill Worker 4	6
Gawler	Trade Skill Worker 2	1
Gladstone	Elect Inspect 2	1
Gladstone	Trade Skill Worker 4	1
Holden Hill	Trade Skill Worker 2	1
Holden Hill	Elect Inspect 2	1
Kadina	Elect Inspect 2	1
Kadina	Trade Skill Worker 3	1
Loxton	Elect Inspect 2	1
Magill	Elect Inspect 1	2
Magill	Trade Skill Worker 2	1
Magill	Trade Skill Worker 3	1
Magill	Trade Skill Worker 4	6
McLaren Vale	Trade Skill Worker 5	1
Mile End	Elect Inspect 3	1
Mile End	Elect Inspect 1	2
Mile End	Elect Inspect 2	1
Mile End	Trade Skill Worker 4	5
Millicent	Elect Inspect 2	1
Mt Barker	Elect Inspect 2	1
Mt Barker	Trade Skill Worker 4	3
Mt Barker	Trade Skill Worker 5	2
Mt Gambier	Trade Skill Worker 2	1
Mt Gambier	Trade Skill Worker 3	1
Mt Gambier	Trade Skill Worker 4	3
Mt Gambier	Trade Skill Worker 5	2
Mt Gambier	Elect Inspect 2	1
Murray Bridge	Elect Inspect 2	1
Murray Bridge	Supervising Inspect 2	1
Murray Bridge	Trade Skill Worker 3	1
Murray Bridge	Trade Skill Worker 4	1
Naracoorte	Trade Skill Worker 4	2
Noarlunga	Elect Inspect 1	3
Noarlunga	Elect Inspect 2	1
Noarlunga	Trade Skill Worker 4	3
Noarlunga	Trade Skill Worker 5	3
Norwood	Elect Inspect 3	1
Port Augusta	Elect Insp 2	1
Port Augusta	Supervising Inspect 2	1
Port Augusta	Trade Skill Worker 4	1
Port Lincoln	Elect Inspect 2	1
Port Lincoln	Trade Skill Worker 4	4
Port Pirie	Elect Inspect 2	1
Port Pirie	Trade Skill Worker 4	1
St Marys	Elect Inspect 1	2
St Marys	Trade Skill Worker 3	2
St Marys	Trade Skill Worker 4	2
St Marys	Trade Skill Worker 5	1
St Marys	Elect Insp 2	2
Strathalbyn	Elect Insp 2	1
Victor Harbor	Elec Insp 2	1
Victor Harbor	Trade Skill Worker 2	1
Waikerie	Elect Inspect 2	1
Whyalla	Elect Inspect 2	1
Whyalla	Trade Skill Worker 4	1
Yorketown	Trade Skill Worker 4	1
Total		132

Location	Classification	Number of Employees
Adelaide	Elect Inspect 3	1
Angle Park	Elect Inspect 1	2
Angle Park	Elect Inspect 3	1
Angle Park	Trade Skill Worker 3	1
Angle Park	Trade Skill Worker 4	10
Angle Park	Elect Inspect 2	1
Barmera	Trade Skill Worker 3	1
Barmera	Trade Skill Worker 4	3
Bordertown	Elect Inspect 4	1
Ceduna	Elect Inspect 4	1
Ceduna	Trade Skill Worker 4	1
Clare	Trade Skill Worker 4	4
Coonalpyn	Elect Inspect G4	1
Elizabeth	Elect Inspect 1	1
Elizabeth	Elect Inspect 2	1
Elizabeth	Trade Skill Worker 2	1
Elizabeth	Trade Skill Worker 4	3
Gawler	Elect Inspect 1	1
Gawler	Trade Skill Worker 4	2
Gladstone	Trade Skill Worker 4	1
Holden Hill	Elect Inspect 1	2
Holden Hill	Elect Inspect 2	2
Holden Hill	Trade Skill Worker 3	1
Holden Hill	Trade Skill Worker 4	4
Kadina	Trade Skill Worker 3	2
Loxton	Elect Inspect G4	1
Magill	Elect Inspect 1	2
Magill	Elect Inspect 2	1
Magill	Trade Skill Worker 2	2
Magill	Trade Skill Worker 4	3
Mt Barker	Elect Inspect 2	1
Mt Barker	Elect Inspect G4	2
Mt Barker	Trade Skill Worker 4	2
Mt Gambier	Elect Inspect G4	2
Mt Gambier	Trade Skill Worker 3	1
Mt Gambier	Trade Skill Worker 4	1
Murray Bridge	Elect Inspect 4	1
Murray Bridge	Trade Skill Worker 3	1
Murray Bridge	Trade Skill Worker 4	1
Noarlunga	Elect Inspect 3	1
Noarlunga	Elect Inspect G4	3
Port Lincoln	CSO - Electrical	1
Port Lincoln	Elect Inspect 2	1
Port Lincoln	Trade Skill Worker 3	1
Port Lincoln	Trade Skill Worker 4	3
Port Pirie	Cust Servs Officer G4	1
Port Pirie	Elect Inspect G4	1
Pt Augusta	Elect Inspect 2	1
Pt Augusta	Trade Skill Worker 2	1
Pt Augusta	Trade Skill Worker 3	1
Pt Augusta	Trade Skill Worker 4	1
St Marys	Elect Inspect 2	1
St Marys	Elect Inspect 3	4
St Marys	Trade Skill Worker 3	2
St Marys	Trade Skill Worker 4	6
Victor Harbor	Elect Inspect G4	1
Waikerie	Elect Inspect G4	1
Whyalla	Elect Inspect G4	1
Whyalla	Trade Skill Worker 3	1
Whyalla	Trade Skill Worker 4	1
Yorketown	Trade Skill Worker 4	1
Total		105

Location	Classification	Number of Employees
Angle Park	CSO - Electrical	1
Angle Park	CSO - Retail	2
Angle Park	Trade Skill Worker 3	1
Angle Park	Trade Skill Worker 4	8
Angle Park	Trade Skill Worker 5	1
Barmera	Trade Skill Worker 3	1
Barmera	Trade Skill Worker 4	1
Barmera	Trade Skill Worker 5	1
Bordertown	CSO - Electrical	1
Ceduna	Trade Skill Worker 4	1
Clare	Trade Skill Worker 4	3
Elizabeth	Trade Skill Worker 2	2
Elizabeth	Trade Skill Worker 4	3
Gawler	CSO - Retail	1
Gawler	CSO - Retail	1
Gawler	Trade Skill Worker 4	2
Gladstone	Trade Skill Worker 4	1
Holden Hill	CSO- Electrical	5
Holden Hill	CSO- Retail	3
Holden Hill	Trade Skill Worker 2	1
Holden Hill	Trade Skill Worker 3	1
Holden Hill	Trade Skill Worker 4	7

Kadina	Trade Skill Worker 3	2
Magill	Trade Skill Worker 4	1
Morphett Vale	CSO - Electrical	2
Morphett Vale	CSO - Retail	2
Morphett Vale	Trade Skill Worker 5	4
Mt Barker	CSO - Electrical	1
Mt Barker	CSO - Electrical	1
Mt Barker	CSO - Retail	1
Mt Barker	Trade Skill Worker 5	1
Mt Gambier	CSO - Electrical	1
Mt Gambier	CSO - Electrical	2
Murray Bridge	CSO - Electrical	1
Murray Bridge	CSO - Electrical	1
Murray Bridge	Trade Skill Worker 3	2
Murray Bridge	Trade Skill Worker 4	1
Naracoorte	Trade Skill Worker 4	1
Port Lincoln	CSO - Electrical	1
Port Lincoln	Trade Skill Worker 3	1
Port Lincoln	Trade Skill Worker 4	2
Port Pirie	Elect Inspect G4	1
Port Pirie	Trade Skill Worker 3	1
Pt Augusta	Trade Skill Worker 3	1
Pt Augusta	Trade Skill Worker 4	1
St Marys	CSO - Electrical	3
St Marys	CSO - Retail	3
St Marys	Trade Skill Worker 4	6
St Marys	Trade Skill Worker 5	3
St Marys	Trade Skill Worker 3	1
Victor Harbor	CSO - Electrical	1
Victor Harbor	Trade Skill Worker	2
Victor Harbor	Trade Skill Worker 5	1
Waikerie	Elect Inspect G4	1
Whyalla	Elect Inspect G4	1
Whyalla	Trade Skill Worker 2	1
Whyalla	Trade Skill Worker 4	1
Yorketown	Trade Skill Worker 4	1
Total		104

CEDUNA AREA SCHOOL

74. **The Hon. CAROLYN PICKLES:** In relation to the discontinued Primary School Counsellor position at Ceduna Area School—

1. Would it have made a difference to the ranking of the school, and therefore to the likelihood of extending the school's School Counsellor position, if the number of School Card holders (305) set out in a letter from the Principal and the School Council dated 4 August 1995 had been accepted?

2. Why has the departmental correspondence to the school since 4 August 1995 not answered this query by the Principal and the School Council?

3. Will the Minister change the formula for allocation of Primary School Counsellor positions to ensure that Primary School Counsellors are allocated to all country schools with a high R-7 population, a high proportion of School Card holders, a high proportion of Aboriginal students and limited access to extra-curricular counselling services?

The Hon. R.I. LUCAS:

1. Ceduna was ranked with all primary schools in the initial process for the allocation of Primary School Counsellors.

It is not possible to re-rank Ceduna Area School, based on changes to their School Card numbers since the original figures were submitted.

To do so would be inequitable to all other schools that may have experienced changes in their student population of School Card holders. Such a practice would also make it impossible to provide schools with any guarantee about the tenure of their counsellor positions.

The Information Management Unit of the Department for Education and Children's Services (DECS) is unable to determine an equitable way of considering the impact of outstanding School Card applications as part of the allocation formula, as no formula can equitably consider such an issue. The Information Management Unit has provided the number of School Card holders R-7 for Ceduna Area School in June 1995. It seems likely that the percentage of School Card holders would not have significantly altered the school's ranking in the original process.

2. The following information was included in departmental correspondence to the Principal of Ceduna Area School in September 1995:

'Information Management Unit is unable to determine an equitable way of considering the issue of outstanding School Card applications as part of the allocation formula as no formula can equitably consider the impact of outstanding School Card applications:

. student transience is recognised by the use of total School Card approvals as well as census figures, although this measure is not relevant if applications are not lodged.
. the formula does not take into account isolation or high staff turnover as factors disadvantaging a community.'

3. Allocation of Primary Counsellors is based on a formula developed by the Programs Division, in consultation with Principals, Information Management Unit of DECS and Primary School Counsellors. Until 1995 the formula used to determine the allocation of counsellor positions was based entirely on the previous year's School Card figures. A fairer formula was negotiated in term 2 1995 with representatives of SA Primary Principals' Association, SA Junior Primary Principals' Association, SA Area School Principals' Association and SA Primary School Counsellors Association Incorporated. The formula was modified to:

. consider the last three years figures, with a weighting given to the most recent figures
. take student transience into account by the use of data relating to cumulative number of School Card approvals as well as census figures
. give increased consideration to schools with greater concentrations of School Card holders, as this is the group of schools the Primary School Counselling Project was set up to target.

Representatives consulted with their association executives prior to a final decision being made on the formula.

The formula is currently being reviewed again, prior to the allocation of positions to commence in 1997. If the enrolment profile at Ceduna Area School has changed significantly, its chances of gaining a counsellor at that time will have increased.

SOUTHERN EXPRESSWAY

75. **The Hon. SANDRA KANCK:** In relation to the Southern Expressway Project, and for and on behalf of the Southern Transport Community Coalition—

1. In light of the 1993 election statement of 'an open and honest Government fully accountable to Parliament and the people for its actions and decisions' (*Making a Change for the Better*), why have people who have challenged the decision to build the expressway been described by members of the Government as 'fools'?

2. Given that the Minister for Health has asserted that the health consequences of transport are the responsibility of the Department of Transport, and the Minister for Transport has asserted that the health consequences of transport are the responsibility of the Department of Health, who is the Minister and which Departments are responsible for the consequences of transport?

3. As the National Health and Medical Research Council, which comments on matters of health, has stated that compensation to lessen hardships and the impact of development should be provided, how much has the Government budgeted to ensure compensation to the peoples suffering hardships as a direct consequence of construction and use of the Southern Expressway?

4. (a) In the light of the Premier's claim that '200 000 people of the South overwhelmingly wanting (sic) the expressway', how many people of the South were asked about the expressway?
   (b) When was the survey done?
   (c) What questions were asked?
   (d) What were the results?
   (e) What alternative transport choices were put to the people of the South?

5. (a) Are the final engineering specifications for the expressway complete?
   (b) When will a revised map of the project be available for public perusal?
   (c) If the specifications are not complete and if a map is not made available, why has construction of the project begun?

6. When will a scale model or computer simulation of the overpasses, access points, pedestrian crossings and other significant features of the project, as requested by concerned residents, be made available?

7. How will an extra set of traffic lights where the expressway is to meet South Road, as suggested by a very senior public servant from the Department of Transport at a Council meeting at Marion Council Chambers on Monday, 18 March 1996, reduce congestion on South Road?

8. (a) If, as a very senior public servant from the Department of Transport said at a council meeting at Marion Council Chambers on Monday, 18 March 1996, that the expressway will not solve the traffic congestion problem in the long run unless we change our attitude to the motor car, why is the Government still publicly asserting that it will, and why is the Government building the expressway if it won't meet this specific election promise to the people of the South?

(b) In the light of the senior public servant's revelation that the Southern Expressway will not solve congestion problems at Darlington, will the Government now investigate alternative transport options to put to the people of the South?

9. (a) If traffic on the expressway will only run in one direction at a time, which way will it run during the day, at night, on weekends and on public holidays and when will the changeover times be?

(b) If traffic flows towards the city in the morning and towards the South in the evening, how will this benefit business people who will want traffic to flow at high speed in both directions during the day?

(c) How will the expressway help people travelling south in the morning and north in the afternoon?

10. How much of the work performed in 1995 by students at Darlington Primary School (who won a KESAB award for their efforts) in planting native vegetation in Laffers Triangle will be destroyed as a result of the Southern Expressway?

The Hon. DIANA LAIDLAW:

1. At the particular time in question the reference to 'fools' was directed to the small, vocal group of protesters, not invited to observe commencement of work on the Southern Expressway adjacent to Majors Road because, in part, they posed an occupational health and safety issue to themselves and contractors.

2. The Department of Transport has fulfilled all of the requirements set by the Minister for Housing, Urban Development and Local Government Relations for the environmental impact assessment for Stage 1 of the Southern Expressway between Darlington and Reynella. The Environmental Report describing these impacts was released for public scrutiny late last year. The report forecasts that overall pollution levels will reduce following construction of the Southern Expressway—and that at houses adjacent the expressway corridor, pollution levels will be well below the air quality goals set by the Environmental Protection Authority. Therefore a more detailed Health Risk Assessment is not warranted.

3. As the Environmental Report for Stage 1 of the expressway did not identify any undue risk to people's health, the issue of compensation is not relevant.

4. The community consultation conducted for the Southern Expressway is arguably the most extensive of any conducted for a single road project in South Australia.

The need for the road and the road's location has been debated in the public arena for over 10 years, with land reserved for the purpose for 15 years.

Over this period large information signs erected along the route of the former Third Arterial Road between Darlington to Reynella (now Stage 1 of the Southern Expressway) have helped to ensure people were aware of the location of the road corridor, particularly when making decisions to acquire land and houses in the vicinity.

For almost every year since 1985 the Department of Transport has produced brochures circulated to households in the area detailing successive Government plans for development of the road system within the southern region and its links with the rest of the metropolitan area.

In the meantime publicly released issue surveys by the Noarlunga Council identified Transport and a Third Arterial Road system as overwhelmingly the most popular demand—an outcome reinforced at the last State election when the Liberal Party promised the long awaited roadway as the focus of our transport policy initiatives.

As recorded in various issues of the 'Expressway' newsletter issued over the past year, feedback from the free call information line have again registered overwhelming support for the Southern Expressway.

5. The Environmental Assessment and Concept Development phase of Stage 1 of the Southern Expressway is complete. The resulting Environmental Report which included detailed plans of the proposal, was placed on public display in Marion Council Offices and Noarlunga Library from 11 November to 8 December 1995.

Final details for the section of the alignment currently under construction were determined late last year after the release of the Environmental Report.

Changes to initial alignment proposals in the Lander Road area, which arose from consultation with the local community, have been communicated to all residents in the vicinity.

Extensive community consultation in relation to the project generally and development of landscaping proposals for the corridor has continued with several major community meetings and numerous meetings with individuals. The information gathered will be used to formulate an updated plan which will be displayed to the local community at various locations (including the Marion Council Offices).

6. A scale model is not an appropriate community consultation tool for a project of the length of the Southern Expressway.

A computer simulation, which provided a broad picture of the project, was produced when the Southern Expressway was launched.

Further perspective views have been produced to assist the community in understanding the visual impact of the road. Similar perspective views will continue to be produced as required.

7. As with any new road, the Southern Expressway must be planned as an integral part of the road network. The connection between the Southern Expressway and Main South Road at Bedford Park will be a junction with traffic lights to control conflicting traffic movements. These lights will be linked with others along Main South Road to facilitate the efficient movement of traffic through the area.

8. The Southern Expressway will relieve traffic congestion and accidents in the South and provide greater accessibility to and from the south. However, the expressway will not address all transport deficiencies throughout the metropolitan area—and it could never be expected to do so.

A major part of the Department of Transport's role in managing South Australia's transport system is the ongoing identification of 'bottlenecks' throughout the system—and then planning and implementing measures to address these deficiencies. For example, the upgrading work undertaken in the Sturt Triangle area in the early 1990's has substantially relieved traffic congestion in that area. So, if necessary, further solutions will be planned and implemented over time to ensure an appropriate 'level of service' is maintained for traffic flowing through the area.

9. The Southern Expressway is expected to carry northbound traffic in the morning. The flow will reverse in the afternoon and evening, so the system will cope with the peak of work-bound and homeward-bound traffic to and from the inner metropolitan and city areas each day.

The change over times are expected to be at about midday and 2:00am, although these may be modified as the development of detailed procedures for operating the road proceed.

At each change over, there will be enough time to clear the road and reverse the flow. High-technology video systems will monitor the operation of the road and the change over period. Signs linked to the central control room will advise drivers the traffic direction at all times. The same equipment will be used to identify break-downs and accidents so emergency vehicles can be directed to any incidents. The same technology will ensure that the new expressway is totally adaptable, whether to changing patterns of normal traffic demand, as established by continuing studies, or to varying needs of weekends, public holidays or special events.

The construction of the Southern Expressway will result in lower traffic volumes on the existing north-south arterials south of Darlington, which will significantly improve the operation of these roads. The Southern Expressway will not only benefit those people using it, but also those using the existing arterials to travel either north or south. The main advantage to business generally and industry located in the south in particular, will be the easier and cheaper movement of goods resulting from the significantly reduced traffic congestion on the whole arterial network south of Darlington. This will improve the competitiveness of existing businesses and make this area more attractive for new businesses to establish, resulting in increased employment opportunities in the south for local residents. Given the longstanding unemployment problem in the south, this must be pursued by the Government. For the same reason, the Southern Expressway will result in enhanced transport facilities for the increasing numbers of tourists passing through the area.

10. The section of the Southern Expressway through the 'Sturt Triangle' will occupy an area of land owned by the Commissioner of Highways and set aside for road purposes many years ago.

The Southern Expressway will have minimal impact on the vegetation planted in the Triangle by school students and other community groups. In fact, the extensive landscaping proposed for the Southern Expressway corridor will enhance the previous landscaping works undertaken in the triangle.

PORT LINCOLN PORT MANAGER/PILOT

76. **The Hon. SANDRA KANCK:**

1. Is it correct that the Port Manager of Port Lincoln has been officially removed from that position, but still continues to carry out port management duties and be remunerated as a Port Manager?

2. If so, why?

The Hon. DIANA LAIDLAW: The Port Manager/Pilot at Port Lincoln is in the process of being transferred from the responsibilities of Port Manager/Pilot to those of Pilot and carrying out Pilot and operational responsibilities.

At present it is not considered appropriate to reduce the remuneration.

On return from bereavement leave, the Port Manager will not be exercising the responsibilities of Port Manager, and that is on instructions from the Divisional Manager, Port Operations, for Ports Corp.

Although a lengthy procedure, it is necessary to ensure that due process is properly instituted and carried out in such a manner as not to disadvantage any one party.

ENERGY TARIFFS

78. **The Hon. SANDRA KANCK:** In relation to premium energy tariffs charged by the Victorian distribution company, Citipower, to customers happy to pay more for power sourced from renewable sources—

1. When will South Australian energy utilities offer this service?

2. What tariffs will be available for residential, business and industrial customers?

3. What will the tariffs cost in relation to current tariffs?

4. How many gigawatt-hours per year of renewable sourced power will be available?

5. What renewable plant will be used?

The Hon. R.I. LUCAS: The Victorian company Citipower referred to in the question is the direct result of introducing a competitive energy market within Victoria. This Government is committed to introducing effective competition into the State's energy markets providing the opportunity for such marketing initiatives as that offered by Citipower. Further, the Government believes that such an application of market forces will provide the most effective means of accelerating the introduction of renewable energy in South Australia.

There can be no answers to the detailed questions on tariffs and extent of available renewable energy, relating to this future situation, because the competitive market which can achieve these results is not yet in place.

ENERGY, RENEWABLE SOURCES

79. **The Hon. SANDRA KANCK:** In relation to the provision of energy from renewable sources—

1. How much energy, in absolute terms and as a percentage of the total, will the new Hilmer-inspired NETCOM organisation source from renewable energy sources?

2. What will be the smallest yearly supply the Government will require to be supplied from renewable energy sources?

The Hon. R.I. LUCAS: I assume the question refers to the proposed company to operate the national electricity market NEMMCO (National Electricity Market Management Company).

NEMMCO will be required to source its supply on the basis of competitive market principles and therefore until such time as the national electricity market is operating and because it will be a national market, it is not possible to predict with any certainty how large a proportion of the total demand will be sourced from renewable energy sources.

NEMMCO is not a statutory corporation answerable to Government and therefore Government will not be able to influence its source of supply. However, Government believes that a truly competitive market will most efficiently allocate capital and energy resources and therefore will encourage the introduction of cost effective renewable energy.

80. **The Hon. SANDRA KANCK:** In relation to the new Hilmer-inspired energy distribution company(s)—

1. Will the Government require the company(s) to make a provision for customers to pay extra on top of their energy bills towards plant that generates electricity from renewable sources?

2. Will the Government require greenhouse gas emissions caused by energy companies customers' consumption to be indicated on each customer's bill?

3. Will the Government require the company(s) to offer rebates on solar hot-water systems?

4. Will the Government require the company(s) to have any pilot renewable power schemes?

The Hon. R.I. LUCAS: The suggested options will be considered when determining the licence conditions for participants in future competitive energy markets within the State.

In view of the range of fuels that will be used for electricity generation within a national electricity market it is difficult to estimate reliably the amount of greenhouse gas emissions caused by the consumption, whereas it is possible to emphasise the amount of energy used and highlight improvements achieved by the consumer as in the current ETSA Corporation accounts.

Citipower, a company operating in the competitive electricity market in Victoria, currently offers premium tariffs to consumers who wish to be supplied by renewable energy. They do so to gain a marketing advantage. Other initiatives such as rebates on solar hot water systems or energy efficient devices, may be offered as part of energy service packages also for commercial reasons by companies operating in a competitive market. Similarly, private enterprise in other industries has typically invested in research and development to remain competitive. Market forces will lead to research, development, demonstration and full scale operation for cost effective renewable energy. The Government would strongly support such market driven initiatives in preference to regulatory action.

Government believes that a truly competitive market will most efficiently allocate capital and energy resources and therefore will encourage the introduction of cost effective demand management and renewable energy and is therefore actively pursuing this.

ELECTRICITY SUPPLY

81. **The Hon. SANDRA KANCK:** In relation to the provision of South Australian electricity following the implementation of the national electricity market—

1. What future does the Government envisage for co-generation and will the Government be acting to increase environmentally responsible co-generation?

2. What part will the South Australian energy industry play in other renewable or environmentally benign activities?

3. What will be the future for community consultation in the energy industry?

4. What energy efficiency plans will the various organisations involved in the generation, transmission and distribution areas of the local energy industry have for their own office and facilities, including the Department of Mines and Energy?

5. Will the Government require the various organisations involved in the generation, transmission and distribution areas of the local energy industry, including the Department of Mines and Energy, to publish annual environmental reports and make them available to the public?

The Hon. R.I. LUCAS: The Government has a long history of support for environmentally responsible co-generation with the majority of early co-generation systems being installed under the Government Energy Management Program in Government facilities. It continues this support in coordinating the agreement to construct a 180 Megawatt co-generation plant adjacent to the Penrice Soda Products factory at Osborne as well as in a number of smaller scale plants at hospitals, tertiary education centres and for SA Water.

The Government has demonstrated its concern for community consultation on energy matters very recently with the draft report of the Renewable Energy Working Group for which public workshops were arranged and written submissions canvassed. That report will be used by Government to consider the options for further involvement in encouraging the use of renewable energy and energy efficiency. In other energy areas public meetings to discuss the national electricity code were held on 17 and 18 April and are part of an ongoing public consultation process.

Energy Division, of the Department of Mines and Energy has led the way in the implementation of energy efficiency measures within Government through the Government Energy Management Program with its office providing a demonstration for energy management systems. Ongoing improvements are being sought.

The annual reports of both the Department of Mines and Energy and of ETSA Corporation currently contain environmental sections with the mines and energy report also providing within the Energy Division section statistics for energy saving within Government as a whole. These are the only local energy organisations over which Government can exercise direct control in this area.

ENERGY CONSUMPTION

82. **The Hon. SANDRA KANCK:** In relation to demand management of energy consumption—

1. Will the Government require companies involved in the post-Hilmer electricity industry in South Australia to implement effective demand management practices?

2. Will Government policy give precedence to such economic rationalist principles as efficiency and profit maximisation at the expense of demand management?

3. What is the Government's position in relation to the suggestion of the imposition of a revenue cap on energy generated from non-renewable sources, with additional revenue being able to be generated from renewable energy and demand management?

The Hon. R.I. LUCAS: Within the competitive national electricity market, market forces will require participants in the market to implement effective demand management practices.

Any capital investment, whether for new generation capacity or for demand side measures, will need to be raised on the open market. Therefore the most cost effective option will be favoured. In these circumstances, demand management may have an advantage in the fact that generally the amount of capital that is required will be significantly less than that required for new generation capacity.

Whereas this Government is firmly in favour of increasing efficiency, it does not in any way see a conflict between this and encouraging effective demand management.

The revenue cap concept was originally proposed to encourage demand management for vertically integrated monopoly utilities. A competitive market aims to break up such monopolies and rather to encourage customer oriented businesses. Successful participants in a competitive market will offer the energy services required by the customer at the least cost to that customer. A revenue cap on companies providing these energy services could be counter-productive.

However, in the national electricity market, the proposed code does establish a revenue cap on the transmission and distribution of electricity which will remain as natural monopolies.

EDUCATION SCHOOLS ADMINISTRATION SYSTEM

83. **The Hon. CAROLYN PICKLES:** In relation to the implementation of Education Schools Administration System (EDSAS)—

1. What were the findings of the report jointly commissioned by the Department of Education and Children's Services (DECS) and the Principals Association in December 1995 into the implementation of EDSAS into State schools?

2. What negotiations have taken place between DECS and Matcom to address the shortcomings of the School Student Staff (SSS) module developed by Matcom for schools and has a priority list of defects and deficiencies with the product been prepared and, if so, what are the details?

3. Does the contract with Matcom provide for software revision and, if so, what are the details?

4. Has there been a review of resource implications of EDSAS and, if so, what were the findings?

5. Does the Minister acknowledge that the introduction of EDSAS has a cost to schools, have these costs been identified and how will schools be reimbursed?

6. How many non-school based staff are involved with the introduction and support of EDSAS and what is the total cost for non-school based salaries?

7. What is the relationship between DECS and EDS and what role will EDS have in the future relating to the implementation and operation of EDSAS?

The Hon. R.I. LUCAS:

1. The report jointly commissioned by the Department for Education and Children's Services and Joint Principals Association in December 1995 into the implementation of EDSAS into State schools is still in draft format pending outstanding comment from the association.

2. Negotiations between senior departmental staff and the managing director and senior staff of Matcom have taken place and are continuing. A full day workshop involving departmental, school and Matcom staff was held on 26 February 1996. The purpose of the workshop was to agree and prioritise required improvements and enhancements to the product.

3. The contract with Matcom provides for software revision. Software revisions, that is, new versions, are provided under the terms of the maintenance contract. Under the maintenance contract, Matcom are required to provide bi-monthly releases to the department.

4. There has not been a review of the resource implications of EDSAS. A survey of 14 schools is being conducted at the beginning of term 2 to determine the resource implications of the implementation of the finance module of EDSAS.

5. It is acknowledged that there are costs associated with the implementation of EDSAS. The following costs have been identified and schools reimbursed or funded accordingly.

Hardware Costs

Schools funded for the recommended levels of equipment.

Software Costs

EDSAS, networking, word processing, presentation, spreadsheeting, data base, scheduling, mail, communications and virus scanning software provided free of cost.

Data Entry Costs

Schools provided with funding based upon student enrolments.

Training Costs

Metropolitan schools provided with vouchers to cover cost of training. Staff appointed in each country district to provide training. All schools provided with funding to fill behind staff attending training. All schools provided with CD ROM drives and computer based training software.

Communication Costs

All schools provided with modems and telephone line sharing devices.

6. A total of 29 non school based staff are involved in the introduction and support of EDSAS. A further six are presently being recruited. The total cost for non school based salaries for the first eight months of 1995-96 is $725 045.00.

7. The relationship between DECS and EDS is client and information technology infrastructure service provider. From 18 April 1996 EDS is responsible for providing services associated with the file servers in schools. That is, providing, at a specified service level, the infrastructure (excluding cabling) which allows desktop workstations within a school to access EDSAS.

SCHOOL CARD

84. **The Hon. CAROLYN PICKLES:**

1. Under the present School Card criteria, why are not School Card benefits available to disability pensioners who receive health care benefits without physically being supplied with a Health Care Card?

2. Is this seen as an anomaly which ought to be corrected?

The Hon. R.I. LUCAS:

1. The Department of Social Security has indicated that a person who has been issued with a Pensioner Concession Card (Disability Support Pension) can earn significantly more than the School Card limit. As an example, a family with two children, where both parents are in receipt of a pension, could earn up to $671.80 per week before the pension and corresponding concessions are withdrawn. For this reason, holders of Pensioner Concession Cards (Disability Support Pension) are not automatically approved but are subject to an income test, which must be completed each year to verify any changes in the applicant's financial position.

2. No. As indicated above, it is necessary to perform an income test for Disability Support Pensioners to establish whether the applicant meets the School Card eligibility criteria.

ENVIRONMENTAL MANAGEMENT AUDIT SCHEME

85. **The Hon. SANDRA KANCK:** In relation to the Environmental Management Audit Scheme (EMAS) in the European

Union, does the Government consider that a scheme similar to the European EMAS scheme (where firms are encouraged to perform environmental audits) would be useful in encouraging sound environmental practices by South Australian businesses?

The Hon. R.I. LUCAS: A voluntary environmental audit system similar to the European model already exists in South Australia under the Environment Protection Act 1993 with the aim of encouraging sound environmental management practices by South Australian business and industry.

The European Union established its environmental Management Audit Scheme (EMAS) in 1993 which provides for environmental auditing of companies by an independent accredited auditor. The results are made available to the public.

In South Australia the Environment Protection Act encourages companies to undertake environmental audits on a voluntary basis with the aim of enabling them to identify areas for improvement and remediation.

In South Australia, to date, 21 audits have been undertaken and there are indications that the number will grow very rapidly in the next year as more companies undertake voluntary audits.

PAPERS TABLED

The following papers were laid on the table:

By the Minister for Education and Children's Services (Hon. R.I. Lucas)—

Reports—
- Department for Education and Children's Services—
  - Chief Executive, 1995
  - Children's Services Division, 1994-95
- Senior Secondary Assessment Board of South Australia Act, 1983-1995
- Teachers' Registration Board of South Australia, 1995

Regulations under the following Acts—
- Fees Regulation Act 1927—Overseas Students—
  - Tertiary Institutions
- Firearms Act 1977—Restricted Firearms
- Mining Act 1971—Special Mining Enterprises
- Public Corporations Act 1993—TransAdelaide—
  - Mile End
  - St. Agnes
- Vocational Education, Employment and Training Act 1994—Empowering Minister to fix Fees

By the Attorney-General (Hon. K.T. Griffin)—

Regulations under the following Acts—
- Fisheries Act 1982—
  - Fishery Management Committees
  - Recreational Net Fishing Ban
- Native Title (South Australia) Act 1994—
  - Commencement of Sections
- Occupational Health, Safety and Welfare Act 1986—
  - Fees

By the Minister for Consumer Affairs (Hon. K.T. Griffin)—

Regulations under the following Acts—
- Building Work Contractors Act 1985—Principle
- Fair Trading Act 1987—Pre-Paid Funerals—Code of Practice
- Liquor Licensing Act 1985—Dry Areas—
  - Wallaroo
  - Berri

By the Minister for Transport (Hon. Diana Laidlaw)—

- Coast Protection Board—South Australia—Report, 1994-95

Development Act 1993—
- Report on the Interim Operation of the District Council of Mount Pleasant General No. 2 Amendment Report
- Report on the Interim Operation of the Rural City of Murray Bridge—Residential (Deferred Town Centre) Zone Plan Amendment Report

- Social Development Committee Report on Rural Poverty in South Australia—Response from Minister for Health

Regulations under the following Acts—
- Environment, Resources and Development Act 1993—
  - Commonwealth Minister

Development Act 1993—
- Approval Exemption
- Private Certifiers Insurance

- Harbors and Navigation Act 1993—Kingscote

Local Government Act 1934—
- Performance of Councils—Prescribed Criteria
- Superannuation Board—Various

Passenger Transport Act 1994—
- Community Transport Service
- Fees

- Road Traffic Act 1961—Exempt Vehicles—Police
- South Australian Ports Corporation—Charter

By the Minister for the Arts (Hon. Diana Laidlaw)—

- Jam Factory Craft and Design Centre—Annual Report and Financial Statement.

ASSET MANAGEMENT TASK FORCE

The Hon. R.I. LUCAS (Minister for Education and Children's Services): I seek leave to table a copy of a ministerial statement made today by the Treasurer on the Asset Management Task Force.

Leave granted.

FIREARMS

The Hon. R.I. LUCAS (Minister for Education and Children's Services): I seek leave to table a copy of a ministerial statement made by the Minister for Police today on the subject of gun law reforms.

Leave granted.

QUESTION TIME

GILLES STREET PRIMARY SCHOOL

The Hon. CAROLYN PICKLES: I seek leave to make a brief explanation before asking the Minister for Education and Children's Services a question about the closure of the Sturt Street Primary School.

Leave granted.

The Hon. CAROLYN PICKLES: The Chairperson of the Gilles Street Primary School has written to the Minister seeking an assurance that the school receive funding to enable it to carry out the site works necessary to accommodate children transferring from Sturt Street Primary when it closes at the end of the year. The letter states:

> In your decision not to follow the recommendation of the review committee you must have seriously considered the impact on the Gilles Street site.

The Opposition has also obtained, under freedom of information provisions, documents which indicate that moving all 90 curriculum staff to Sturt Street would cost $700 000. An alternative contained in this document was an assessment that it would cost $150 000 to move 75 staff, plus the cost of moving 15 staff into a warehouse or demountables. My questions to the Minister are as follows:

1. How much will it cost to upgrade the Gilles Street Primary School?

2. Will the Minister guarantee that all necessary work will be completed before the commencement of the 1997 school year?

3. Will the curriculum staff now located at Gilles Street move to Sturt Street Primary, Hindmarsh or the Education

Centre; when will they move; and what are the costs associated with that move?

4. Will he consider the Adelaide City Council's request to have a three year moratorium on the Sturt Street school?

The Hon. R.I. LUCAS: I will take some of those questions on notice and bring back a reply, but the answer to the last question is 'No.' The answer to the question whether or not the necessary work will be undertaken for the Gilles Street site to enable the transfer of students from Sturt Street to Gilles Street for the start of the 1997 school year is 'Yes.' I will have to take on notice the Leader's question regarding the exact dollar amounts required for any change that might be required in Gilles Street and bring back a precise estimate of the costings.

In relation to the series of questions about the possible future use of Sturt Street, as my press statement indicated, one of the possible uses is that it be retained as an educational facility as the department's curriculum centre. That open option is now being explored in relation to possible costings. Currently we have curriculum centre units in about half a dozen locations across the metropolitan area together with Flinders Street. That option would entail the potential sale of one or two other sites in the metropolitan area as a cost offset against any redevelopment option. Some curriculum units on other sites might be sold and curriculum officers moved out and centralised in one location. The dollars generated from those savings would be offset against any potential cost of an upgraded Sturt Street site should that option be pursued. Those options are being explored by the Government. I am not in a position to give the honourable member a conclusive view on that matter. We will continue to work on that option or other options for the Sturt Street location.

The Hon. CAROLYN PICKLES: As a supplementary question: will there be provision in the budget for the costs associated with the Gilles Street Primary School relocation?

The Hon. R.I. LUCAS: I said that all necessary work will be undertaken this year. I should have thought that the natural corollary of that statement is that there will be money for that to be undertaken.

PUBLIC RELATIONS CONSULTANTS

The Hon. R.R. ROBERTS: I seek leave to make an explanation before asking the Minister for Education and Children's Services a question about the use of public relations companies.

Leave granted.

The Hon. R.R. ROBERTS: The Opposition has received information that the Minister for Education and Children's Services has engaged a public relations firm to assist him to obtain access to various media outlets to attack the motives of South Australian teachers in their dispute with the Government over class sizes, school closures, funding cuts and salary levels. My question is: has the Minister, his staff or the department engaged the services of Stephen Middleton Public Relations or any other public relations firm to provide media advice or any other services; if so, what was the nature of the services provided; when were they provided; how much did they cost the South Australian taxpayer; who authorised the payment; and why was the work not undertaken by the Minister's taxpayer-funded media advisers?

The Hon. R.I. LUCAS: Regarding the precise costs of consultancies that have been undertaken, I shall have to take that on notice and bring back a reply. I understand that the Department for Industrial Affairs, together with the Department for Education and Children's Services, has employed Stephen Middleton Public Relations. I understand and can confirm that Stephen Middleton Public Relations has worked with the Department for Industrial Affairs in previous long-running industrial disputes, but the details of the appointment process and the costs of the appointment of the consultancy—

The Hon. L.H. Davis: They were used by the Labor Government.

The Hon. R.I. LUCAS: Well, it is a very good consultancy.

The Hon. R.R. Roberts interjecting:

The Hon. R.I. LUCAS: My media adviser is a wonderfully hard-working person, but even she would concede that she is not superwoman. She certainly has more than a full person's workload in terms of handling media inquiries and advice from my office. I am forever indebted to the hard work of all my staff, but on this occasion I am certainly indebted to the hard work that my hard-working media adviser has provided from my office for some period.

The Hon. R.R. Roberts: What you're doing is using taxpayers' money to hire professionals to hit school teachers over the head.

The Hon. R.I. LUCAS: My media adviser is a professional. I will not take any criticism of my media adviser. The Department for Industrial Affairs and the Department for Education and Children's Services officers handling this dispute decided to employ Stephen Middleton Public Relations to provide public relations advice in relation to handling this dispute. It is a common procedure that the Labor Government used on a number of occasions and it has been used on a number of occasions by this Government. It is not unusual in terms of seeking additional professional assistance when existing officers, because the department is now such a mean and lean organisation, are overworked.

CONTAINER DEPOSITS

The Hon. T.G. ROBERTS: I seek leave to make a brief explanation before asking the Minister for Transport, representing the Minister for the Environment and Natural Resources, a question about container deposits.

Leave granted.

The Hon. T.G. ROBERTS: In the Hills and Valley Messenger, on which I know Iain Evans keeps a very close eye, on May 22 an article indicated that industry bias was stalling the push for drink container deposits. The article stated:

> Moves to decrease South Australia's litter by upping deposits on drink containers have been thwarted by the State Government's pro-industry bias, the Conservation Council says. . . In mid-1995 the State Government set up a working party to look at the issue of litter caused by drink containers. The findings of that group and other environmental reviews helped form the basis of *Litter. It's Your Choice* [a well circulated document issued by the Government], the State Government's current strategy on ways to reduce rubbish. The working party featured representatives from industry and KESAB. It was chaired by the State Manager of Coca Cola Amatil.

The disposal of containers has been a vexed question in this State for some time. We have been leaders in the field by applying deposits to containers. Members on both sides of the Council will agree that it has been a marked success. But just as you get on top of one litter stream— whether that be by trying to get around the legislation or by changes in technology and presentation, packaging, etc.— another litter stream presents itself, and this Government has been slow in coming to terms with that. The issue of waste management

is also a vexed question in the community. This issue goes a long way in impacting on the questions being raised by the community about minimising the waste management dumping systems within suburbs and centralising or at least extending proposals out of the outer metropolitan area. Has the Government formulated a policy in relation to container deposits (and this article indicates it has)? If not, when will the Government make its policy known on all container deposits?

The Hon. DIANA LAIDLAW: I will refer the honourable member's question to the Minister and bring back a reply.

UNITED WATER

The Hon. SANDRA KANCK: I seek leave to make a brief explanation before asking the Minister for Education and Children's Services, representing the Minister for Infrastructure, a question about transfer of property from SA Water to United Water.

Leave granted.

The Hon. SANDRA KANCK: My office has been informed of a number of irregularities in the process of transferring certain SA Water assets to United Water at the time the management of Adelaide's water supply and sewerage systems was privatised. These include a large inventory of chemicals used in water filtration. I have been informed that the Government paid full price for these when they were purchased but gave over its stocks to United Water at an extremely low price. As well, vehicles used by SA Water were sold to United Water at salvage rates of around 10 per cent of their cost without a tendering system being used as it is with most other items. It has also been alleged to me that some office equipment owned by SA Water had not been properly recorded and that United Water appropriated these items. My questions to the Minister are:

1. Was the transfer of the vehicles, chemicals and office equipment from SA Water to United Water in the written contract between the SA Government and United Water?

2. If not, why did the Government dispose of South Australian taxpayers' property in such a manner?

The Hon. R.I. LUCAS: I will refer the honourable member's question to the Minister and bring back a reply.

AUSTRALIAN NATIONAL

The Hon. T.G. CAMERON: I seek leave to make a brief explanation before asking the Minister for Transport a question about the Brew Review of Australian National.

Leave granted.

The Hon. T.G. CAMERON: The provisions of the Railways Transfer Agreement Act require that the Commonwealth Government must seek the agreement of the relevant South Australian Minister before substantial changes are made to the operation or employment levels of Australian National and that, if no such agreement is reached, the matter must be resolved by arbitration. Australian National, which employs about 3 000 workers in South Australia, including about 700 former South Australian Railways employees, has been reported as being under threat of losing hundreds of jobs in South Australia alone, particularly in regional areas such as Port Augusta.

The Federal Government announced a major review of AN chaired by Mr John Brew on 18 April 1996. Its terms of reference include the options of further contracting out or the disposal of any part of the business. The review is due to report on 19 June 1996. My questions to the Minister are:

1. Has the Government sent or will it send a submission to the Brew review of Australian National?

2. Will the Minister rule out giving any agreement whatsoever to proposals from the Howard Government which could lead to cuts in jobs or services in Australian National, particularly in our regional areas?

The Hon. DIANA LAIDLAW: I met Mr Brew when he visited Adelaide a couple of weeks ago. At that time, he also met Dr Scrafton of the Transport Policy Unit and Mr Rod Payze, the CEO of the Department of Transport, and I suspect that he met other people while he was here. It is apparent from discussions that I had earlier with the Federal Minister for Transport and then with Mr Brew that the nature of the inquiry is confined to unravelling the financial arrangements of AN and NR. The honourable member may well be aware that it is alleged that Australian National is owed some $40 million from National Rail, and that is one of the difficulties now afflicting AN's budget and debt situation.

AN faces a number of problems. First, there is the fact that allowances were never made for the nature of its operations when NR was established. NR essentially was able to, some would say, flog whatever it wanted from AN, while others would say 'transfer under sufferance' assets that were very important for the continued viability of AN. For instance, it remains my view that the Pasminco line from Broken Hill to Port Pirie should never have been accepted as one of the assets transferred from AN to NR. Nevertheless, it was done, and it has had an appalling impact on AN's operations with no compensatory factors.

In addition, the honourable member may well be aware—and I have discussed this with the Public Transport Union and the ASU in this State—that the impact that will arise from National Rail's decision late last year has been reinforced with a further order for locomotives this year. Apparently, AN has ordered over 100 new locomotives (4 000hp). They are all to be built in Melbourne by Goninan, and NR will invest about $1 billion over the next couple of years essentially to build the best locomotive engine building plant in the world. However, through AN, taxpayers earlier built wonderful facilities in South Australia at Islington and Dry Creek and, in terms of overhaul and maintenance, at Port Augusta.

That decision by NR taken in isolation of any impact it will have on AN is extraordinarily damaging for the future of jobs in this State. The unions acknowledge that, and so do I, and I suspect that the honourable member understands that, notwithstanding any inquiry that is currently being undertaken on behalf of the Federal Government by Mr John Brew, decisions such as those taken by NR in relation to Goninan's winning the order for the new locomotives will see the loss of AN jobs in this State. It is impossible for there to be any other outcome.

At present, the Minister for Industry, through his Department of Manufacturing, is undertaking a detailed economic impact study of the value of the rail industry and jobs in Port Augusta, and I anticipate that that study, plus work which has been undertaken at my request and which was coordinated by Dr Scrafton, will be the basis of a submission that will go to Mr Sharp as the Federal Minister. That submission is not being called for at this stage by the Federal Government or by Mr Brew, because his inquiry is confined to sorting out the financial problems of both these Commonwealth organisations. That is as I have been advised. Nevertheless, the State Government recognises that any inquiry of this nature is

likely to have repercussions for jobs and industrial development in this State and for the future of Port Augusta, and that is why we are working diligently to prepare such a submission, whether or not it is called for.

I met with transport officers in Canberra on Thursday, and they are aware that the submission is forthcoming. At this stage it would be premature to rule out the impact of either NR's decision in terms of the locomotives and Goninan in Melbourne or the outcome of the Sharp inquiry in terms of jobs in this State. However, the Government is acutely aware that this is an extremely sensitive issue and that metal trades and skills are extraordinarily important skills that we would seek to retain in this State.

EDS CONTRACT

The Hon. P. HOLLOWAY: I seek leave to make a brief explanation before asking the Minister for Education and Children's Services a question about the contracting out of computer systems.

Leave granted.

The Hon. P. HOLLOWAY: In the DECS press issue of 2 May 1996, an article entitled 'Electronic data systems update' states that a service agreement exists between the Government and EDS, setting out the obligations of EDS and schools in relation to the future management of information technology in schools. The article then describes some of the duties of schools. It concludes with the following comment:

> Breaches of the contract by schools or units in DECS may result in penalties being imposed by EDS.

My questions to the Minister are:

1. Will the Minister undertake to provide the Opposition with a copy of the service agreement before the Estimates Committees hearings of this Parliament commence?

2. What breaches of the service contract may lead to penalties being imposed on schools, and what penalties may be imposed?

The Hon. R.I. LUCAS: I certainly will be happy to take legal advice on that question before I respond. As the honourable member will know from his activities on the EDS select committee—and the honourable member is a member of that select committee and has been pursuing this issue on the select committee—witnesses have taken advice in terms of the confidentiality or otherwise of those service agreements. I will certainly need to take some advice as well before I can respond in detail to the honourable member's question.

The honourable member also ought to bear in mind—and he already knows this but was not open enough to outline it—that the arrangements between the Government and EDS as a private contractor involve responsibilities and consequences on both sides. The honourable member has highlighted penalties on one side but he has not been gracious enough to highlight the fact that, if the contractor does not perform, there are also consequences as a result of that occurring. That suits the honourable member's political purposes and that is fine. I am relaxed about that, but I think that, for the benefit of other members who have not been privy to the confidential and open discussions that have gone on in the EDS select committee, it is worthwhile for them to be aware that, as the Premier has indicated on a number of occasions, the contract does outline the responsibilities and consequences for both parties in terms thereof. I am happy to take the honourable member's question on notice and see whether I can bring back a more detailed reply after further consideration.

ASBESTOS

In reply to **Hon. T.G. ROBERTS** (2 April) and answered by letter on 6 May.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

1. There is no evidence available as to where and when asbestos sheeting was deposited at the Penfield site. The land was accessible to the general public until only recently.

Any offences would have occurred under repealed legislation.

2. Following a site investigation by the Environment Protection Authority in conjunction with the Asbestos Management Unit of Services SA, it was recommended that:

- the immediately-obvious asbestos/cement sheeting be removed by a licensed asbestos removalist and taken to a waste depot licensed to receive it;
- signs be erected to inform any person of hazards associated with the site; and
- the site be subject to investigation by an environmental consultant who would provide advice regarding rehabilitation of the site.

Other visible asbestos will be covered with soil.

In relation to any further development of the land the developer must comply with the requirements set out by the EPA for assessment and remediation of contaminated sites.

3. It is not the intention of the Government to prevent or ban the disposal of asbestos to landfill in South Australia but rather to administer it as provided for under the appropriate legislation. It is necessary that any person undertaking the following activities require licences and/or approval by Government departments or other regulatory authorities:

- removal of asbestos
- transport of waste asbestos
- disposal of asbestos

The Government will continue to require these licences and approvals and monitor the companies involved, as has been the case since the mid 1980s.

WATER SUPPLY

In reply to **Hon. T.G. ROBERTS** (21 March) and answered by letter on 1 May.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

The honourable member made reference in his question to the adequacy of water supply in rural areas and referred in particular to both the Blue Lake at Mount Gambier and One Tree Hill in the Mount Lofty Ranges.

The level of the Blue Lake has been falling for a number of years. The Blue Lake is a surface expression of an extensive aquifer which is recharged by regional rainfall. The major current influence causing the lower level of the Blue Lake is believed to be caused by an extended dry period of rainfall below long term average rates.

The influence of irrigation in the district is understood to be minor. In the Mount Gambier area the total allocation of water to irrigators and other licensed users is well below the estimated long term sustainable yield. Monitoring of groundwater levels in the vicinity of irrigation areas, indicates a seasonal lowering in summer, followed by a recovery in winter.

In areas such as One Tree Hill, people in the rural sub-divisions rely on domestic bores often in areas where resource availability is not well known. As the numbers of people residing in the area intensifies, local resource constraints and shortages can become apparent, particularly in drier rainfall years which result in less recharge to the local groundwater resource.

I believe there is scope in these types of areas for Local Government planning to take greater account of water resource availability when zoning for rural sub-divisions. This is a practical option towards a long term solution to these types of problems. Under the current circumstances the community needs to look at other options to conserve water use and develop better utilisation of other water resources such as stormwater runoff for aquifer recharge.

COBBLER CREEK DAM

In reply to **Hon. T.G. ROBERTS** (20 March) and answered by letter on 16 April.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

1. The final cost of the dam will not be known until tenders have been called and a successful tender selected.

During the planning process for the dam the Little Para Drainage Authority commissioned Rust PPK, a consulting company, to prepare an environmental effect statement. The statement indicates that there will be minimal impact on the Cobbler Creek Recreation Park. As a part of minimising any environmental impacts a revegetation plan for the dam site and surrounding area has been prepared. Both the environment effect statement and the revegetation plan have been accepted by the National Parks and Wildlife Service.

2. The Little Para Drainage Authority, which is constituted under Section 200 of the Local Government Act by four local Councils: Tea Tree Gully, Munno Para, Salisbury and Elizabeth, is responsible for the project. A breakdown of the costs will not be available until the tender process has been completed.

3. A local drainage authority, unlike a Catchment Management Board, cannot strike a levy. The dam will be funded by local government which may choose to seek funds through the Government's Drainage Subsidy Scheme.

WASTE MANAGEMENT

In reply to **Hon. T.G. ROBERTS** (6 February) and answered by letter on 29 April.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

The proposed Inkerman landfill is subject to the EIS process and is being assessed accordingly. The concerns noted by the honourable member will be taken into account when assessing the proponents application. It is up to the proponents to demonstrate how they will overcome the problems of the site, and eliminate any potential for environmental harm.

LAND, SURPLUS

In reply to **Hon. T.G. ROBERTS** (26 March) and answered by letter on 12 May.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources and I provide the following information.

1. The Mylor Recreation Camp and adjacent land has been declared surplus to the requirements of the Office for Recreation, Sport and Racing. The Department of Environment and Natural Resources is currently investigating the future of this land from a whole of Government perspective—with the Government's first priority being to retain the land in Government ownership, or at least the land to be covered by a Heritage Agreement.

The Government appreciates the environmental value of this land and in this regard arrangements are being made by the Department of Transport for the registration of a Native Vegetation Heritage Agreement over the majority of the site to preserve the existing native vegetation.

2. There has been no change to the status of land.

3. As already indicated, Government is reviewing how the native vegetation contained in the land can be retained in some form of public ownership.

4. As indicated, it is expected that the final decision will be made later this month or early June.

HEYSEN TRAIL

In reply to **Hon. T.G. ROBERTS** (11 April) and answered by letter on 6 May.

The Hon. DIANA LAIDLAW: The Minister for Recreation, Sport and Racing has provided the following information.

The Office for Recreation, Sport and Racing is committed to maintaining the Heysen Trail. The Heysen Trail spans 1500 km and the Office is also responsible for a further 1500 km of other recreational trails across South Australia.

The current economic climate across the whole of Government has necessitated all Government agencies to review current work practices and services provided to ensure that they are being performed in the most efficient and cost effective way. Where services are duplicated across Government departments, or where such services can be provided by the private sector through outsourcing, departments are adopting revised work practices.

The future management and maintenance of the Heysen and other trails managed and maintained by the Office for Recreation, Sport and Racing has been reviewed.

The Office for Recreation, Sport and Racing has adopted a new vision for the next three years and this is outlined in a 3 year Strategic Plan which has been endorsed by Cabinet. The new direction for the Office advocates a role which is one of a policy and strategic nature rather than a direct service role which has been the case in the past. Other Government agencies, local government and community volunteer groups will be further encouraged to assist with the ongoing maintenance of the Heysen and other recreational trails in the future.

The Office for Recreation, Sport and Racing will provide the strategic leadership, direction and advice, whilst the volunteer role will continue to be of critical importance to the long term viability of the walking trail network across the State. Full consultation will occur with interest groups prior to the adoption of revised working arrangements which impact on the ongoing maintenance of the Heysen and other recreational trails currently managed by the Office for Recreation, Sport and Racing to ensure the Heysen trail and its surrounds are maintained for all South Australians and visitors to enjoy.

GOLDEN GROVE RECYCLING DEPOT

In reply to **Hon. T.G. ROBERTS** (20 March) and answered by letter on 7 May.

The Hon. DIANA LAIDLAW: The Minister for Housing, Urban Development and Local Government Relations has provided the following information.

1. The Minister for Housing, Urban Development and Local Government Relations has been advised that the Tea Tree Gully Council is currently considering recycling/waste transfer facility options within the council area. No specific site has been selected at this stage, hence no definite proposal or application has been prepared.

One of the options being investigated relates to the existing works depot at Golden Grove. Although the Development Plan contains an objective which refers to a recycling/waste transfer facility in this zone it is only one of the sites being considered.

2. The Minister understands that as part of its site selection process the Tea Tree Gully Council may undertake informal consultation.

Any application lodged will need to be assessed by the Development Assessment Commission and the level of consultation will depend on the Act, Regulations and policies in the Development Plan as well as the extent to which the proposal varies from the existing uses on the site concerned.

The Minister also understands that given its experience with the CSR proposal and the East Waste dump, the Council is well aware of community concerns.

3. In light of the points mentioned above the question of which community organisations have been consulted is not pertinent at this stage.

4. The Minister is not aware of any developer involvement. The Tea Tree Gully Council has informed the Minister that they are only looking at options in line with council's responsibilities of looking ahead.

KOALAS

In reply to **Hon. T.G. ROBERTS** (19 March) and answered by letter on 6 May.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

The Minister for the Environment and Natural Resources made a Ministerial Statement on this issue in the House of Assembly on 19 March 1996. The Minister's statement clarified the Government's position on the management of Kangaroo Island's koala population.

1. An investigation has already been launched into the feasibility of relocating koalas from Kangaroo Island to areas of suitable habitat on the mainland, both in South Australia and interstate.

There has been widespread community support for relocation of koalas and discussions are taking place with the New South Wales National Parks & Wildlife Service.

However, a number of matters need to be addressed, including animal welfare concerns, genetic issues, habitat size and suitability, and the risk of translocated animals contracting the disease *Chlamydia* which currently is widespread in Eastern State koala populations but absent from Kangaroo Island.

The Minister has established a Task Force of department, conservation, scientific and local government interests, to investigate all the options for management of koala populations on Kangaroo Island, including the relocation of animals.

2. The Minister has stated that he does not support the culling of koalas on Kangaroo Island and that as Minister for the Environment and Natural Resources he has ruled out this option.

3. The Government will be initiating a major revegetation program which will not only provide habitat for koalas but a wide variety of other species of native wildlife as well. This program will encourage and develop appropriate revegetation works and also provide support for the protection and enhancement of existing areas of vegetation. Suitable revegetation sites will be identified which can create wildlife corridors on both private and public land.

While the Task Force on Koala Management will identify the suitable species and appropriate locations for revegetation projects, the work will be coordinated by a revegetation working group and involve Government departments, community organisations and revegetation groups.

MOTOR VEHICLE REGISTRATION

In reply to **Hon. T.G. CAMERON** (10 April) and answered by letter on 6 May.

The Hon. DIANA LAIDLAW: As the honourable member has pointed out, it is the practice of the Registrar of Motor Vehicles to print warnings on some forms to highlight the penalties for certain breaches of the Motor Vehicles Act.

These warnings are generally provided for the more serious breaches, such as driving whilst under disqualification. The penalty for a first offence against this provision is a Division 7 imprisonment, maximum imprisonment of six months.

A Magistrate may, of course, decide to impose a lesser penalty than six months imprisonment.

I have requested the Registrar to review the warnings appearing on those forms and to make it clear that the penalty quoted is the maximum for the particular offence.

TAXIS

In reply to **Hon. T.G. CAMERON** (28 March) and answered by letter on 6 May.

The Hon. DIANA LAIDLAW:

1. The drawing up of a draft agreement was a complex legal matter. The draft was made available to the industry for comment in the latter part of 1995. After consideration by the Taxi (not Transport) Industry Advisory Panel (TIAP) a sub-committee was formed to continue discussions with representatives of the Passenger Transport Board (PTB). These meetings have been productive and have addressed the initial questions raised by industry about the agreement and its relationship with the legislation which already binds it. It is anticipated that the taxi industry sub-committee will be in a position to provide its comments on the draft agreement in the very near future.

2. The centralised booking services are currently bound by sections of the Act and Regulations. Any individual complaint from the community regarding the conduct or service delivery of a centralised booking service is investigated and the legislation enforced. The PTB has worked hard to achieve a spirit of co-regulation and co-operation with the taxi industry in its endeavour to provide a first-class service to the community. The PTB also acknowledges the business acumen of the people involved in managing the centralised booking services and the degree of professionalism is most impressive.

3. The process of accrediting centralised booking services will be concluded when the matters under discussion are resolved and finalised.

4. It is important that the PTB consults with members of the industry who are in a position to give the Government the benefit of their experience. The members of TIAP were carefully selected to enable the PTB to have regular liaison and exchange of views. The issue of accreditation is currently being addressed.

PERRY PARK AGED CARE HOSTEL

In reply to **Hon. T.G. CAMERON** (21 March) and answered by letter on 7 May.

The Hon. DIANA LAIDLAW: The Department of Transport carries out many pedestrian surveys each year, and the field staff conducting them are instructed to take particular note of groups such as the elderly—and comment on any perceived difficulty these groups may experience when crossing the road. In the case of the residents of the Perry Park Aged Care Hostel, it was found that the most appropriate safety treatment to assist them in crossing the road would be to install pedestrian refuge medians with handrails on Murray Road and Gawler Street. This work was completed by the end of April, as promised by the Department of Transport following earlier negotiations with the Member for Kaurna, Mrs Lorraine Rosenberg.

As the honourable member would appreciate, the resources are not available to install pedestrian crossings at every location requested. It must then become a matter of priority, in which the locations with the most pressing need are serviced. The road and traffic conditions on Murray Road are not dissimilar to many other locations in metropolitan Adelaide, and there are insufficient pedestrians crossing the road to give this site a priority over others for the installation of a pedestrian crossing.

The pedestrian refuge option has considerable proven merit in increasing protection of pedestrians by allowing them to negotiate one stream of traffic at a time. The installation of a pedestrian refuge allows scope for the addition of complementary treatments at a later stage if conditions change.

The particular concerns of the growing number of elderly pedestrians across the State are being addressed in the Department of Transport's new 'Walk With Care' pilot program, an integrated older pedestrian education, engineering and advocacy program.

For the honourable member's interest, the cost of installing the two pedestrian refuges on Murray Road and Gawler Street is a total of $27 000 ($13 500 each treatment). By contrast, the cost of installing a single pedestrian crossing on Murray Road is between $60 000 and $80 000, depending on the location of services.

ENDANGERED SPECIES

In reply to **Hon. M.J. ELLIOTT** (2 April) and answered by letter on 9 May.

The Hon. DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

1. The major revegetation program, already outlined in the response to a question asked by the Hon T Roberts MLC (19 March 1996), is wide-ranging and addresses the Greening of South Australia. The details of this program are being worked on by the Department of Environment and Natural Resources for the 1996-97 financial year and will be released by the Government at a later date. This greening program will include projects that are suitable for koala habitat. The newspapers have kindly offered their support in providing information to the community at the appropriate time. At this point in time no funds are set aside.

2. The amount of money administered by the Department of Environment and Natural Resources to address threatened species of plants and animals in South Australia in the 1994-95 and 1995-96 financial years was approximately $460 000 and $520 000 respectively. The Department has had considerable success in the re-establishment of locally extinct species such as stick-nest rats and brush-tailed bettongs, and is now working in conjunction with the Royal Zoological Society and private enterprise to re-establish the bilby in South Australia. As part of this thrust, the Department funded the Northern Territory Parks & Wildlife Commission to breed some bilbies so that Earth Sanctuaries could play a role in this endangered species initiative. The Department is also cooperating with private landholders and they are providing significant input into the conservation of malleefowl, brush-tailed bettongs, platypus, southern brown bandicoots and bilbies, as well as orchids, native grasses and shrubs such as the Monarto mintbush.

Funding for threatened species has been a 50:50 mix of Commonwealth Endangered Species Program funds and State funds. The use of these funds has been very efficient in achieving conservation on the ground. This is largely due to the expertise, dedication and enthusiasm of departmental staff and the recovery teams formed to address the needs of each species.

COLLEX WASTE MANAGEMENT

In reply to **Hon. M.J. ELLIOTT** (11 April).

The Hon. DIANA LAIDLAW: The Minister for Housing, Urban Development and Local Government Relations has provided the following information.

1. Yes.

2. Collex Waste Management Pty Ltd gave an undertaking to the Supreme Court that it would not do any work associated with the proposed liquid treatment plan until the outcome of the hearing is known.

The Minister has approved the commencement of the process for a Development Plan Amendment.

The Minister has indicated that he will consider the outcome of the current legal proceedings when the decision is handed down.

NEEDLE EXCHANGE PROGRAM

In reply to **Hon. A.J. REDFORD** (19 March) and answered by letter on 29 April.

The Hon. DIANA LAIDLAW: The Minister for Health has provided the following information.

1. The 'Speed Survey' is a project titled *Responding to Hazardous and Harmful Amphetamine Use*. This project is a joint venture between the Drug and Alcohol Services Council (DASC), the National Centre for Education and Research and the National Drug and Alcohol Research Centre. The project aims to examine the patterns and consequences of amphetamine use and related harm in South Australia. These outcomes will be combined to develop and implement an intervention strategy to minimise the harm associated with amphetamine use.

DASC has paid no money to the project as it was funded totally by the Commonwealth Department of Human Services and Health through its Drug and Alcohol Research and Education Grants Committee. The project has received ethical clearance from a hospital ethics committee. The practice of paying participants in illicit drug use surveys is consistent with both national and international research practice.

2. During the last three and a half years 1 411 072 sterile needles and syringes (over 139 000 client attendances) have been supplied free of charge. There has been a gradual rise in demand for sterile needles and syringes during this period (see Table 1).

Throughout this time these programs have maintained syringe exchange rates at levels in excess of 60 per cent. This level of exchange rate is higher than that achieved by any other State. All clients using these services are offered personal safe sharps disposal units.

3. Since January 1992, 890 609 (63.12 per cent) needles and syringes have been recovered through needle and syringe exchanges. The remaining 520 462 (36.88 per cent) have usually been disposed of through other means such as safe disposal units. (Refer to Tables 2 to 5 for detailed information on the rates of return for the last three years. During that period there have been very few incidents of the public disposal of needles and syringes).

Table 1
Syringes distributed, recovery and non recovery rates through free needle and syringe exchanges in South Australia 1992-96

1992-96	Syringes Distributed	Syringes Recovered	Percentage Recovered	Syringes not Recovered	Percentage not Recovered
1992-93	316 107	183 841	58.16	132 266	41.84
1993-94	299 149	186 610	62.38	112 539	37.62
1994-95	431 436	297 458	68.95	133 977	31.05
1995-96	364 380	222 700	61.12	141 680	38.88
Total	141 1072	890 609	63.12	520 462	36.88

Table 2
Syringe distribution, recovery and non recovery rates through free needle and syringe exchanges in South Australia 1992-93

1992-93	Syringes Distributed	Syringes Recovered	Percentage Recovered	Syringes not Recovered	Percentage not Recovered
Month					
July	21 665	11 633	53.69	10 032	46.31
August	27 212	10 325	37.94	16 887	62.06
September	25 500	13 835	54.25	11 665	45.75
October	28 730	17 830	62.06	10 900	37.94
November	25 174	16 218	64.42	8 956	35.58
December	24 879	16 142	64.88	8 737	35.12
January	26 717	14 890	55.73	11 827	44.27
February	22 889	12 858	56.18	10 031	43.82
March	24 209	15 112	62.42	9 097	37.58
April	30 333	19 200	63.30	11 133	36.70
May	26 404	16 286	61.68	10 118	38.32
June	32 395	19 512	60.23	12 883	39.77
Total	316 107	183 841	58.16	132 266	41.84

Table 3
Syringe distribution, recovery and non recovery rates through free needle and syringe exchanges in South Australia 1993-94

1993-94	Syringes Distributed	Syringes Recovered	Percentage Recovered	Syringes not Recovered	Percentage not Recovered
Month					
July	28 541	15 257	53.46	13 284	46.54
August	24 200	14 053	58.07	10 147	41.93
September	24 869	16 973	68.25	7 896	31.75
October	30 779	19 258	62.57	11 521	37.43
November	27 643	18 216	65.90	9 427	34.10
December	25 091	16 029	63.88	9 062	36.12
January	22 606	16 950	74.98	5 656	25.02

February	20 957	14 664	69.97	6 293	30.03
March	24 608	16 604	67.47	8 004	32.53
April	22 119	12 212	55.21	9 907	44.79
May	24 041	12 211	50.79	11 830	49.21
June	23 695	14 183	59.86	9 512	40.14
Total	299 149	186 610	62.38	112 539	37.62

Table 4
Syringe distribution, recovery and non recovery rates through free needle and syringe exchanges in South Australia 1995-96

1994-95	Syringes Distributed	Syringes Recovered	Percentage Recovered	Syringes not Recovered	Percentage not Recovered
Month					
July	32 302	22 733	70.38	9 569	29.62
August	40 645	23 634	58.15	17 011	41.85
September	33 246	23 820	71.65	9 426	28.35
October	30 786	20 204	65.63	10 582	34.37
November	30 876	21 253	68.83	9 623	31.17
December	26 254	25 643	97.67	611	2.33
January	37 936	33 888	89.33	4 048	10.67
February	31 081	22 900	73.68	8 181	26.32
March	46 519	27 679	59.50	18 840	40.50
April	35 513	21 537	60.65	13 976	39.35
May	47 177	25 545	54.15	21 632	45.85
June	39 101	28 622	73.20	10 478	26.80
Total	431 436	297 458	68.95	133 977	31.05

Table 5
Syringe distribution, recovery and non recovery rates through free needle and syringe exchanges in South Australia 1995-96

1995-96	Syringes Distributed	Syringes Recovered	Percentage Recovered	Syringes not Recovered	Percentage not Recovered
Month					
July	38 670	22 507	58.20	16 163	41.80
August	39 002	22 524	57.75	16 478	42.25
September	48 108	28 208	58.64	19 898	41.36
October	56 100	31 521	56.19	24 579	43.81
November	44 190	24 832	56.19	19 358	43.81
December	48 691	28 157	57.83	20 534	42.17
January	44 606	29 365	65.83	15 241	34.17
February	45 015	35 586	79.05	9 429	20.95
March	-	-	-	-	-
April	-	-	-	-	-
May	-	-	-	-	-
June	-	-	-	-	-
Total	364 380	222 700	61.12	141 680	38.88

ROAD SAFETY

In reply to **Hon. SANDRA KANCK** (29 November) and answered by letter on 7 May.

The Hon. DIANA LAIDLAW:

1. Regarding community consultation on the matter of the general urban speed limit, I received in November 1994 a report from the Urban Speed Limits Advisory Group which recommended that the general limit applying to local streets and some collector roads be reduced from 60 km/h to 50 km/h. The preparation of this report involved a wide range of community consultation processes. Comment and submissions were called for on a discussion paper which had been distributed in the community. Professional bodies such as the Australian Institute of Traffic Planning and Management contributed to the consultation process which attracted 124 submissions, including several from cycling interests—The Bicycle Institute of SA, the (then) Bicycle Planning Unit of the Department of Transport, and the Port Adelaide Bicycle Users Group. To complement these consultations, wider public opinion was canvassed through a telephone survey.

The lowering of the speed limit in residential areas is being discussed across Australia and has a reasonable degree of community support—but some strong opposition in several States. Given this matter has nationwide implications for drivers, it is clear that a national uniform approach is desirable.

The peak national body representing road and traffic authorities, AUSTROADS, is preparing a technical report on urban speed management with the main focus on local roads. It is hoped that this report will provide the basis for developing a consistent approach to implementing a lower urban speed limit throughout all of Australia.

I refer also to the Honourable Member's concerns about the nature of consultation on speed limits applying on particular road sections. In all instances when a change in the limit is proposed the Department of Transport seeks the comments of the appropriate council, as the representative of the community, prior to implementation. Most of the changes occur at the request of local residents or the local government authority. In the majority of cases, the changes result from the building of new residences in rural towns or developing municipal areas, which may necessitate an extension of the township or urban speed limit areas.

2. A recent example of changes to localised speed limits relates to the section of Commercial Road from south of Dalkeith Road, Moana to north of Tiller Drive, Seaford. This section of road previously encompassed 60km/h and 80km/h speed limits and was re-zoned to 70km/h. The reduction of the speed limit from 80 km/h to 70km/h in this zone was in response to the emergence of housing and commercial development on both sides of the road. At this time it was also decided to recommend raising the 60km/h speed limit to 70km/h in order to achieve a level of consistency. The proposal was sent to the City of Noarlunga for consideration, and at a full meeting of Council a motion was passed supporting the proposal. The signs were subsequently installed.

3. Data on road crashes is generated from reports from police officers and from reports made to SA Police by motorists involved in crashes. The reports are not required to indicate whether bullbars are present on vehicles.

In the case of fatal crashes, more detailed information is available as a result of police investigations. However, the involvement of vehicles with bullbars would only be noted if the investigating police officer considered that the bullbar had played a major role in causing the death. No mention of bullbars was made in 1995 or to date this year in any fatality reports.

4. I provided a full and detailed response on current activities in relation to bullbars in the Legislative Council on 29 and 30 November 1995.

As advised, the Federal Office of Road Safety (FORS) is currently reviewing the issue of bullbars. A Working Group is considering a proposal to develop an Australian Standard for the design and mounting of bullbars, which will not compromise a vehicle's crash performance, and provide a greater degree of pedestrian safety.

I consider the outcomes of the national Working Group's deliberations should be examined before any further action is taken at a State level.

MOUNT BARKER PASSENGER SERVICE

In reply to **Hon. SANDRA KANCK** (20 March) and answered by letter on 7 May.

The Hon. DIANA LAIDLAW:

1. Further to my comments of 20 March 1996, I am pleased to confirm that overall patronage on Hills Transit services during the first six months of operation (October 1995—March 1996 inclusive) has been increasing at 3 per cent per annum. On the Mount Barker side of the business, Hills Transit has been consolidating operations in the wake of service reductions implemented by the previous operator (May 1995) and a 5 per cent fare increase (July 1995) and passenger numbers are on the rise again. New off-peak connector services are providing an important transport link, particularly for young people. In addition, a new A.M. peak direct service was introduced last month to specifically meet the needs of Mount Barker commuters and this service is already proving very popular. In addition, Hills Transit has recently completed a series of focus groups in which they have actively consulted with the Mount Barker community about how to improve services.

2. As part of the negotiations with those unions respondent to the Hills Transit Paid Rates Award 1995 it was agreed that former TransAdelaide Aldgate Depot employees who resigned from TransAdelaide to commence a new employment contract with Hills Transit would be eligible to apply for TransAdelaide vacancies advertised in Notice of Vacancies for the South Australian Public Sector published by the Office for the Commissioner for Public Employment.

3. Hills Transit leases the depot facilities at Mount Barker from ATE Pty Ltd, ie Hills Transit did not purchase any fixed assets at Mount Barker. The leased facilities included the bus parking area, office space and amenities for drivers. Hills Transit are currently seeking to improve depot facilities at Mount Barker and have applied for local government approval to locate a transportable building at the depot to use as an office and amenities area. It is the intention of Hills Transit to complete the improvements when council approval is received.

The contract negotiated between the Passenger Transport Board and Hills Transit does not prescribe the building of depot facilities at Mount Barker, as the provision of adequate support facilities, such as depots, is the commercial responsibility of Hills Transit.

COLLEX LIQUID WASTE TREATMENT PLANT

In reply to **Hon. M.J. ELLIOTT** (28 March) and answered by letter on 17 April.

The Hon. DIANA LAIDLAW: The Minister for Housing, Urban Development and Local Government Relations has provided the following information.

1. The Government does not expect work to commence on the site until planning issues are resolved. This could be expected to take several months. Collex has given an undertaking that it will not commence work on the treatment plant until a determination is made under the current appeal before the South Australian Supreme Court, or otherwise, until all necessary consents for the project are gained following the completion of the rezoning process.

2. As indicated above Collex has given an undertaking that it will not commence work on the treatment plant until a determination is made under the current appeal before the South Australian Supreme Court, or otherwise, until all necessary consents for the project are gained following the completion of the rezoning process. There will be full public consultation as part of that process including a two month period during which written submissions may be made on the Plan Amendment. There will also be a public hearing at which people who have made written submissions may be heard. In making a decision about the suitability of the Plan Amendment, serious consideration will be given to public comments and the views of the Court regarding the nature of the proposed development.

3. The issue in court is whether the proposed liquid waste processing plant should be classed as special or general industry. This is a technical issue that may be distinguished from the question of whether this particular plant, run by Collex, a nationally recognised waste management company using the best available technology for the treatment and partial recycling of waste received, deserves approval. Even if the project is classed as a special industry by the court, it may be seen by examination of Collex's comparable liquid processing plant in Sydney, and the extensive odour control measures incorporated into the Kilburn plant design, that no odour problems will arise at Kilburn and that the amenity of the area will not be detracted from. Also, South Australia's liquid waste disposal costs are significantly higher than those in the Eastern States. Collex have said the proposed plant could lower disposal costs as much as 40-50 per cent by introducing competition and new technology into the liquid waste processing industry. This would result in significant savings to South Australian industry, and encourage the legal disposal of liquid waste. Therefore, the outcome may be that, considering that in reality there will be no significant odour problems for residents but there will be substantial economic benefits to the State, the Government is justified in becoming involved in the approval of the project.

4. Collex have indicated that the alternative site offered by the Council is not an economically viable option. The Minister for Housing, Urban Development and Local Government Relations has been advised that the site proffered would require the installation of a liquid waste processing plant from scratch rather than simply expanding and altering an existing liquid waste processing plant. This fact, in conjunction with the alternative site's distance from the main sewer line, the lack of necessary infrastructure, and losses through further delays in the commencement of plant operation, mean that moving to the alternative site would require some $4-6 million extra to be spent. Collex's State Manager, Mr Dudley Williams has indicated that Enfield Council has refused to offer any financial assistance, even in the form of a rate free period, to aid such a move.

5. Government owned SA Water, not United Water will be responsible for the policing of water monitoring guidelines. The EPA will be responsible for enforcing other licence conditions. There is no conflict of interest regarding the disposal of water. Furthermore, Collex has suggested the setting up of a community reference group to monitor its operations and to meet regularly with Collex managers to express any concerns they have. It is proposed that the committee consists of two Kilburn residents, one Council representative, one Kilburn business representative, one Chamber of Commerce representative, one Waste Industry representative, and one Union representative. Collex is confident that the proposed plant will not cause any environmental problems and is happy to be scrutinised by the public.

6. The Government has given no assistance to Collex to date. Accordingly, the project has not cost SA taxpayers' any money at all. Legal action however, by Enfield Council has and will cost both the ratepayers of Port Adelaide and Enfield and the taxpayer dearly.

LAND, SURPLUS

In reply to **Hon. M.J. ELLIOTT** (26 March) and answered by letter on 6 May.

The Hon DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

1. At this stage no decision has been made with regard to the future of these two assets.

While both parcels of land are surplus to requirements of the Department of Transport and the Office for Sport, Recreation and Racing, they are not yet surplus to the requirements of Government as a whole.

2. In regard to consultation, the Minister has established a task force of local interest groups in order to ensure appropriate consultation with the community.

It is likely that Government will announce a decision later this month or early June.

3. Local Government in the case of Blackwood Forest, Mylor and Coppins Bush have all been clear advocates of the need to retain these assets as "open space" for the benefit of local community.

The provision of open space for the benefit of local community is a matter that is embraced within the responsibilities of Councils.

4. At this stage, no decision has been made over the future of Coppins Bush, however, the Minister can assure the Honourable Member that the native vegetation on this land will be fully protected. In effect, the manna gums located on this land will be protected irrespective of any future ownership of the land.

KOALAS

In reply to **Hon. M.J. ELLIOTT** (21 March) and answered by letter on 6 May.

The Hon DIANA LAIDLAW: The Minister for the Environment and Natural Resources has provided the following information.

1. The Task Force established by the Minister to investigate the management options for koalas has members with the appropriate scientific knowledge and expertise.

No decisions on koalas will be made until the Minister has fully considered the recommendations of the Task Force. While the Task Force will provide an initial report on the koala situation, all the management options will need to be investigated in detail over the coming months. A final report is not expected before the end of the year.

Any outcomes on koala management on Kangaroo Island that arise from the conference organised by the Australian Koala Foundation in August will be considered by the Task Force as part of their investigations.

2. Commercial interests have not been driving the debate on koalas. The management of koalas on Kangaroo Island has created much interest in the community and it is the Government's intention that a scientifically based management plan for the koala in South Australia is developed, taking into account the concerns raised by the public and conservation groups, to ensure that both the koalas and their environment will be sustained in the future.

MEDICAL EQUIPMENT

The Hon. T. CROTHERS: I seek leave to make an explanation before asking the Minister for Transport, representing the Minister for Health, a question about the reuse of medical equipment in South Australia's public hospitals.

Leave granted.

The Hon. T. CROTHERS: On 29 November last year, I asked a series of questions in this place in relation to the reuse in public hospitals of medical equipment labelled 'single use only' and the possible effects this practice may have on the level of cross infections in hospitals. A report by the National Health and Medical Research Council at that time found examples of syringes labelled 'single use only' being used up to 40 times and other equipment similarly labelled being used many times over. I asked the Minister representing the Minister for Health whether the legislation covering the use and/or reuse of medical equipment would be upgraded to ensure that our standards were equal to those of the rest of Australia.

In his response, tabled in this place on 6 February this year, the Minister noted that there was in fact no legislation covering the reuse or reprocessing of medical equipment. Instead, a standard was established by Standards Australia to cover the cleaning, sterilisation and packaging of medical equipment that is used by South Australia's hospitals.

The Minister also informed me that an accreditation process was undertaken by the Australian Council on Health Care Standards to which most hospitals, both private and public, in South Australia were accountable. However, an article in the *Advertiser* on 6 May this year reported upon a survey published in the Medical Journal of Australia showing that of 168 hospitals surveyed nearly 60 per cent reported reusing 'single use only' equipment in the previous 12 months.

The survey further showed that 38 per cent of hospitals surveyed were still reusing 'single use only' equipment at the time of the survey. The newspaper report quotes Professor Peter McDonald, Head of the Microbiology and Infectious Diseases Department, Flinders University, as saying there was widespread reuse of medical equipment in South Australia. The Professor further states:

> Every hospital is reusing some of these expensive items of equipment for which there's no apparent reason why they shouldn't be cleaned and resterilised.

Professor McDonald also states that he had heard of 'anecdotal evidence' of 'unscrupulous practitioners' breaching guidelines and reusing equipment, such as syringes. I further note from the newspaper report that, as a result of the Medical Journal article, the State Minister for Health, Dr Armitage, had asked for a report from the Health Commission on the extent of this practice. I further note that the Minister's actions come more than five months after I first raised the matter in this place. Therefore, my questions are:

1. Will the Minister inform the Legislative Council of the content and recommendations of the report compiled by the South Australian Health Commission on the reuse of medical equipment in South Australian hospitals?

2. What action does the Minister propose to take to ensure that the practice of reusing equipment either ceases or is open to public scrutiny to allay the general public's fears about the possibility of cross infection, given that, as reported in the *Advertiser* article, the experts do not know the size of the risk associated with reuse?

3. What impact has the cutback of funding to public hospitals in this State had on forcing hospitals to reuse expensive equipment?

The Hon. DIANA LAIDLAW: I will refer those questions to my colleague in another place and bring back a reply.

FIREARMS

The Hon. A.J. REDFORD: I seek leave to make a brief explanation before asking the Attorney-General, representing the Minister for Police, a question about guns.

Leave granted.

The Hon. A.J. REDFORD: At the Ministers' conference in Canberra on 10 May 1996, our Minister for Police, Stephen Baker, was reported as agreeing with the resolution of the Australasian Police Ministers' Council. The resolution recommended that the sale of automatic and semiautomatic

weapons other than for military, police and professional shooters be banned. The paper outlining the decision defined 'semiautomatic' weapons to include semiautomatic shotguns with a capacity no greater than five rounds, and pump-action shotguns with a capacity no greater than five rounds. There has been strong criticism concerning the bans of these types of weapons. In fact, some of the debate has been hysterical and quite divisive. The current Firearms Act 1977 provides for four main issues in dealing with the control of firearms: first, the licensing of firearm owners and users; secondly, the establishment of permits in relation to the purchase of firearms; thirdly, controls in the sale of ammunition; and, fourthly, registration of firearms.

Some hysterical comments have been made over the past few weeks in response to the Australasian Police Ministers' Council, including a suggestion that there are as many as 70 000 semiautomatic firearms in South Australia, or one for every 50 adult persons. In order that the enhancement of informed debate can occur, I would be grateful if the Minister could answer my following questions:

1. How many semiautomatic shotguns with a capacity of no greater than five rounds are registered in South Australia?

2. How many pump-action shotguns with a capacity of no greater than five rounds are registered in South Australia?

3. How many semiautomatic .22 rifles are registered in South Australia?

4. Notwithstanding the absence of any comment on the statement from the Council, is it the Government's intention to continue the control on the sale of ammunition in this State?

The PRESIDENT: The honourable Attorney-General.

The Hon. K.T. GRIFFIN: I will refer the question to my colleague, the Minister for Health, in another place—

The Hon. ANNE LEVY: Sir, I rise on a point of order. The sheet before me states that the Minister for Education and Children's Services represents the Minister for Police in this Chamber.

The PRESIDENT: If the honourable member likes. The Minister for Education or any Minister can answer questions.

The Hon. R.I. LUCAS: I will be very pleased to refer the honourable member's questions to the Minister and bring back a reply.

YATALA PRISON

In reply to **Hon. SANDRA KANCK** (3 April).

The Hon. K.T. GRIFFIN: The Minister for Correctional Services has provided the following response:

No such cell exists as described by the honourable member.

GRAPE PICKERS

In reply to **Hon. R.R. ROBERTS:** (26 March).

The Hon. K.T. GRIFFIN:

1. The Wine and Spirit (SA) Industry Award is binding on the occupations of persons employed in or in connection with vineyards, wineries, distilleries or stores or laboratories thereof, owned or leased by respondents to this Award in the manufacture, storage, bottling, packaging or dispatch of wine, brandy or other potable spirit, liqueurs, vinegar or grape juice.

The only grape pickers who are covered by the State Award system are those pickers who are employed by wineries and pick in vineyards that are owned by the winery. These employees are covered by the 'Wine and Spirit Industry Award'.

Casual grape pickers working under contract are not covered by this Award and any conditions of their employment are the subject of negotiation during the establishment of their contract between the contractor and the grape picker. This includes the amount paid per bucket of grapes picked.

There is a Federal Award known as the Dried Fruit etc. Industry (AWU) Award 1993, which has cited respondents and successors and may cover some grape pickers. However, Ned Kelly Enterprises are not cited as a respondent to this Award.

As the contractor, Ned Kelly Enterprises and his contractors have no affiliation with any winery or vineyard; the Wine and Spirit Industry Award is not binding on them. In this case, the Department for Industrial Affairs has no jurisdiction over pay rates paid by contractors to contract pickers when not covered by a State Award. However, the SA Industrial Court has the jurisdiction to hear and determine monetary matters involving claims for sums of money due to an employee, or former employee, from an employer under, amongst other matters, 'a contract of employment'. By way of example, part of a contract of employment may be the agreed amount to be paid per bucket of grapes picked. Contractors experiencing difficulties should pursue these matters through the avenue of the Court when contracts are in breach.

2. The Department for Industrial Affairs, Industrial Advisory Service (IAS) provide information on all State Awards, including a 24 hour phone Wage Rate Information Service. In addition, there are seven Regional Offices across the State from which officers investigate and provide information on wages and award matters.

In this case, no award is applicable and, as previously mentioned, Departmental officers have no jurisdiction to advise workers of pay rates. The only pickers who could be advise of their correct rate of pay under the Award system are those pickers who are employed by wineries and pick in vineyards that are owned by the winery, who are covered by the 'Wine and Spirit Industry Award'.

Investigations by the Department for Industrial Affairs revealed that, on advice from Ned Kelly Enterprises, contract pickers employed by them are required to fill out an employment declaration form prior to commencement of work and are advised of the rate of pay per bucket, from the lowest to the highest bucket rate, based on the particular variety of grapes being picked at the time.

3. The Department for Industrial Affairs has a Targeted Strategy aimed at identifying high risk areas for inspection and to educate workplaces in the requirements of the legislation, including wages and conditions of employment matters.

By way of example, the Department is conducting a wages and conditions of employment target in the metropolitan and country areas. Although it is specifically aimed at the hospitality industry, prior to the commencement of the work plan, extensive consultation occurred between the SA Restaurants Association, SA Hotels Association and the Australian Liquor, Hospitality and Miscellaneous Workers Union.

Information received through a variety of sources to the Department for Industrial Affairs assists in prioritising targets and at this stage the fruit picking industry is not considered a high risk industry either for Occupational Health and Safety or Wages and Conditions of Employment. The Department will, however, continue to monitor the situation.

4. The trade union official who was allegedly assaulted at McLaren Flat on 22 March 1996 attended the McLaren Vale Police Station at 5.15 pm that date to report the incident. The police officer on duty observed that this person was bleeding profusely from his eye and nose and considered that he was in need of urgent medical treatment.

In the interest of the health and welfare of the victim, the union official was advised by the police officer to seek treatment for his injury at Noarlunga Hospital, the nearest available hospital with a casualty facility, and, after appropriate medical attention, report the incident at the nearby Christies Beach Police Station. The victim raised the question of the need to photograph his injuries, and was duly advised this aspect would be better catered for by a Police Technical Services Officer at the Christies Beach Police Station.

At about 5.30 pm the union official attended at the Christies Beach Police Station, requesting photographs be taken of his injuries. He declined to give further details at that time, stating that he had previously been to McLaren Vale Police Station. When advised that a Technical Services Officer would be called to the station to photograph his injuries, the union official declined to wait. In view of his obvious injuries and apparent need of treatment, the office on duty advised him to attend at the Noarlunga Hospital for treatment and he left the station. He returned to the Christies Beach Police Station at 9.35 am on 23 March 1996 when a Police Incident Report was completed for the assault and photographs were taken of his injuries.

The McLaren Vale Police Station is staffed by one police officer who works predominantly day shift, but is required to respond to

incidents at any time outside normal working hours. On 22 March 1996 the McLaren Vale Police Station Journal indicates that the officer commenced duty at 8.00 a.m. and completed duty at 5.45 p.m.

5. While the Government does not condone assaults on trade union officials performing their duties, no reward will be offered by the Government in relation to the incident on 22 March 1996.

INTERNET

In reply to **Hon. L.H. DAVIS** (3 April).

The Hon. K.T. GRIFFIN: The Office of Consumer & Business Affairs has not received any consumer complaints concerning scams on the Internet in 1995-96. The Office would adopt a similar approach to combat computer scams as it does with direct mailing and other forms of distribution.

The current approach includes investigating the participants involved in illegal schemes, public warnings of new schemes, and liaising with the Australian Competition and Consumer Commission and other Consumer Affairs agencies dealing with scams emanating from other States.

The situation will be monitored by the Commissioner for Consumer Affairs.

PIPELINES AUTHORITY

In reply to **Hon. R.R. ROBERTS:** (20 March).

The Hon. K.T. GRIFFIN: The Treasurer has provided the following response:

PASA Sale

In July 1995, Tenneco purchased the PASA assets for an amount of $304 million. Bain & Co were lead advisers to the sale and were instrumental in achieving this fine result. Total fees paid to Bain & Co were $3 678 182, representing 1.2 per cent of the sale price. The total payment made to Bain & Co included a success fee of $2 635 150, calculated against a Cabinet approved formula. The formula is based on a graduated scale to provide an incentive for performance. Much of the success fee results from the fact that the sale achieved a price of at least $100 million more than valuation. The fee arrangements are consistent with normal commercial practice, and as a result of keen negotiation, have resulted in fees paid which are substantially less than would normally be expected.

SGIC Sale

On 30 November 1995, SGIC was sold for $169.9 million. The firm BT Corporate Finance Limited was lead adviser to the sale and was paid fees totalling $2 025 375 representing 1.2 per cent of the sale proceeds. Of the total amount paid to BT Corporate Finance Limited, a success fee of $600 000 was paid according to a Cabinet approved formula. Again, the fee was based on a graduated scale to provide an incentive for performance.

FORESTS

In reply to **Hon. R.R. ROBERTS** (21 March.)

The Hon. K.T. GRIFFIN: The Minister for Primary Industries has provided the following response:

1. Log supply contracts are in place between the Minister for Primary Industries and Forwood Products which provide for the delivery of sawlog, preservation log and small roundwood to the company for periods ranging from 5 to 15 years.

2. These contracts are based upon normal commercial terms consistent with other supply arrangements between the Minister and private log buyers.

3. Log supply contracts cannot be assigned without the prior written consent of the Minister.

4. All roundwood is supplied by the Minister conditional upon it being used in production activities within South Australia and not for any other purpose without the consent of the Minister.

SPARK

The Hon. ANNE LEVY: I seek leave to make an explanation before asking the Minister for Transport, representing the Minister for Family and Community Services, a question about SPARK.

Leave granted.

The Hon. ANNE LEVY: The first SPARK organisation, originally set up as single pregnant and after resource centre, is now in its twenty-fifth year of provision of services to sole parents in South Australia. SPARK has been funded by the Department of Family and Community Services for the delivery of its programs to sole parents and late last year the department set up a review of SPARK to see that it was operating efficiently and carrying out worthwhile services. I will quote from some of the conclusions of this review as follows:

> The conclusion of this review is that SPARK is an efficiently run organisation which is stretched to its limit providing highly effective services to its existing South Australian client base. It does this from a total funding base of $162 500, of which Family and Community Services is currently providing $121 000, the remaining $41, 500 coming from small grants, fund-raising and an emergency relief fund. SPARK has an exceptional reputation among other agencies who actively refer clients and who draw on the specialist knowledge and range of services which SPARK is unique in offering in South Australia.

Further on it states:

> There are few suburbs from which SPARK has failed to attract clients in the past 18 months—

the period of the survey—

> despite its current western suburbs location. SPARK has been informed that as from 1 July it is to have a 34 per cent cut in its funding from the Family and Community Services Department. Its funding will drop from $121 000 to $8 3 000 from FACS. The comment is that at best this must result in client service reduction at least equivalent to that 34 per cent reduction—a third of all its services.
>
> A more likely scenario is a far more radical loss of service due to the loss of efficiencies of scale and the loss of services which volunteer and unpaid staff provide throughout the agency.

It seems inconceivable that a valuable organisation, which is catering for a most deprived group of clients and which has been found to be extremely efficient in providing invaluable and unique services to its clients in South Australia, is to have over one third of its funds cut by this Government.

My question, through the Minister of Transport, is whether it is true that there will be this deplorable cut in funds to SPARK. How can this possibly be justified and will the Minister reconsider and at least maintain funding at an adequate level for this most efficient and most valuable community organisation?

The Hon. DIANA LAIDLAW: I am aware of the work undertaken by SPARK. I have visited the centre on occasions, met with clients and in fact have donated on a voluntary basis and through various appeals for funds from time to time. I remember particularly visiting one time just before Christmas and the facilities were glorious as everyone was participating and coming together to celebrate Christmas. There were donations from people all around the State to provide presents and the like for the children at that time. I am not aware of the background to the information that the honourable member has provided, but I will certainly refer the questions to the Minister and bring back a reply.

NATIVE VEGETATION

The Hon. M.J. ELLIOTT: I seek leave to make a brief explanation before asking the Minister of Transport, representing the Minister for Environment and Natural Resources, a question about native vegetation.

Leave granted.

The Hon. M.J. ELLIOTT: I have had an increasing number of contacts in relation to clearance of native vegetation, both legal and illegal, that has occurred throughout South Australia. I have spoken with a number of peak

conservation groups, and they have highlighted what they see as a difficulty, namely, dwindling resources in the Native Vegetation Branch in the Department of Environment and Natural Resources, that being a major factor affecting the proper monitoring of clearance issues. I have certainly had brought to my attention cases of trees being cut down illegally and the response time has sometimes been well over a week, by which time the evidence has been well and truly removed. Concerns include a lack of personnel to follow up reports of illegal vegetation clearance and a lack of funding for research of native vegetation management.

When the Native Vegetation Act went through it was acknowledged that two important actions were necessary, the first being to ensure that clearance did not continue and a recognition that, once the clearance had been stopped, the native vegetation itself, particularly in smaller patches, needed some attention so that it was not overrun by weeds or feral animals or declined for any other reason. Many farmers have approached me about that and wanted to know why they are being asked to protect the vegetation in terms of not being able to clear it when it continues to degrade. Under the Native Vegetation Act there is a requirement for research into native vegetation funded by the native vegetation fund for heritage agreements and the preparation of heritage agreeement management plans.There has also been a call for a register of clearances in relation to both legal and illegal clearance reports to enable proper follow up of those clearance reports. My questions to the Minister are:

1. What is the current level of staffing of the Native Vegetation Branch of the Department of Environment and Natural Resources?

2. What level of extension work is being done in accordance with the Act at the Native Vegetation Branch at present and how many staff are involved in that?

3. What resources are available to follow up reports of clearance?

4. How many prosecutions have been pursued for illegal clearance and how many have been successful?

5. Is the Minister committed to ensure proper follow-up of reports of illegal native vegetation clearance?

The Hon. DIANA LAIDLAW: I will refer the questions to the Minister and bring back a reply.

CRIMINAL INJURIES COMPENSATION

The Hon. R.D. LAWSON: I seek leave to make a brief explanation before asking the Attorney-General a question about criminal injuries compensation.

Leave granted.

The Hon. R.D. LAWSON: It was recently reported in the *Advertiser* that $14.6 million was paid out in 1994-95 under the Criminal Injuries Compensation Scheme in this State with 1 028 claims involved. This compared with 1 079 claims costing $9.8 million to the end of April in the current year—a substantial increase. The Acting Executive Director of the Victims of Crime Service, Mr David Kerr, was quoted as claiming that the Government was minimising payments to victims of crime. He is further reported to have said that *ex gratia* payments—those made without legal obligation and at the discretion of the Attorney-General—were difficult to get, especially for children who had been sexually abused.

Criminal injuries compensation was the subject of a report by the Legislative Review Committee, published in February 1995. Similar claims about the Attorney's exercise of his discretion to make *ex gratia* payments were examined on that occasion. The committee noted that *ex gratia* payments in 1994 represented only $113 000 out of a total of $14.6 million paid in that year. That sum of $113 000 was not markedly different from the $110 000 that had been paid in *ex gratia* payments by the former Attorney-General in his last year of office. My questions are:

1. Are *ex gratia* payments difficult to get under the Criminal Injuries Compensation Scheme in this State?

2. Has the Attorney-General altered the criteria by which he exercises his discretion to make *ex gratia* payments?

3. Is the Government, as is alleged to have been claimed, minimising payments to victims of crime?

The Hon. K.T. GRIFFIN: The straight answer to each of the three questions is 'No'. However, it is important to make a couple of observations about the matters which were raised in that media report. In terms of *ex gratia* payments, members must recognise that they are at the absolute discretion of the Attorney-General. There are no criteria, either now or previously, which may be used for determining whether or not an *ex gratia* payment should be made. Quite naturally, they are cases where, for example, an accused person may have been acquitted; there may have been special reasons which can be discerned by the DPP and others from the way in which the trial proceeded as to why that may have occurred; or it may have occurred as a result of a direction by the trial judge to the jury. In those circumstances, it is much easier to discern the reasons why an acquittal may have occurred.

It may be that a claim is made for something which occurred 20 or 30 years ago, and such claims do arise relatively frequently. No prosecutions were instituted; very little, if any, investigation was made; and a request is made to the Attorney-General for an *ex gratia* payment. I am sure members will realise that such cases are very difficult to assess. That is why ultimately the statute provides that *ex gratia* payments are in the absolute discretion of the Attorney-General. One has to weigh a number of factors and determine whether there is any substance in a claim and whether such substance would be able to be proved but for some of the technical hitches which may have occurred.

Whilst I have been the subject of criticism in relation to *ex gratia* payments, my predecessor was also, particularly in relation to the Criminal Injuries Compensation Fund where the person making the claim was employed at the time, made a claim as a result of robbery, assault or some other criminal act, having been paid in some instances quite substantial worker's compensation and, in addition, wished to get a lump sum payment from the Criminal Injuries Compensation Fund. That fund is largely provided by the taxpayers of this State, a small proportion coming from levies on convictions and a small proportion from criminal assets confiscation.

As regards the minimisation of payments to victims, I do not think that the figure of $14.6 million indicates that we are seeking to minimise payments to victims. Obviously, we must have some integrity in the process. Where a criminal conviction is recorded, that is evidence that the injury occurred as a result of a criminal act, and it is then a question of establishing the quantum. The same criteria are applied now as have been applied since the present provisions of the Act have been in place, and that is over a number of years.

We take no different approach to applications for criminal injuries compensation from that adopted by the previous Attorney-General. In fact, the evidence clearly indicates that from the way in which these claims are escalating in total amounts taxpayers are going to be paying more and more as

the years go by in relation to claims. Some of those claims are made not directly by the victim of the crime; they may be relatives or persons who are unrelated but who came upon the scene of the crime. There is a wide range of persons who make claims and some of those claims are substantiated.

DE FACTO RELATIONSHIPS BILL

In Committee.

Clauses 1 and 2 passed.

Clause 3—'Definitions.'

The Hon. K.T. GRIFFIN: I move:

Page 1, after line 17—Insert definition as follows:

'certificated agreement'—an agreement is a certificated agreement if—

(a) the signature of each party to the agreement is attested by a lawyer's certificate; and

(b) the certificates are given by different lawyers.

The amendment inserts a definition of 'certificated agreement'. An agreement is a certificated agreement if the signature of each party is attested by a lawyer's certificate and the certificates are given by different lawyers. The amendment makes it clear that independent legal advice must be sought by both parties. One of the difficulties with the original draft was that it did not make that clear. This amendment puts the matter beyond doubt.

The Hon. CAROLYN PICKLES: The Opposition placed amendments on file in February which began to address two distinct problems. Apart from the change we propose in respect of the definition of '*de facto* relationship', our amendments aim to improve the process by which parties can obtain agreements which limit the power of the courts to redistribute property between them in the event of the eventual demise of the relationship. I am glad to say that there have been some cooperative discussions among the three parties represented in this place over the past month, and the Opposition has now placed on file revised amendments which further improve these aspects of the Bill which are essentially the same as the amendments moved by the Government. I note that the Australian Democrats have on file a further amendment in relation to this clause and I will speak to that amendment at that stage. We support the Government's amendment.

The Hon. SANDRA KANCK: I move:

Page 1, after line 17—Insert definition as follows:

'certified agreement'—an agreement is a certified agreement if—

(a) the signature of each party to the agreement is attested by a lawyer's certificate; and

(b) the certificates are given by different lawyers who are not from the same firm.

This amendment differs from the Attorney's because the section dealing with different lawyers goes one step further in that I require they be from a different law firm. I believe that there is enough doubt in this whole process in terms of the way one partner may be manipulated by another partner to require not only that they be different lawyers but that they be from different law firms. I have spoken to the Women's Electoral Lobby about this, and they are very keen that it should be from different law firms, because within the same firm there may still be a conflict of interest.

The Hon. K.T. GRIFFIN: The Government is not prepared to agree with the amendment. It is similar to the Government's amendment, as the Hon. Sandra Kanck has indicated. We do not see that the qualification which the Hon. Sandra Kanck wishes to put on the requirement for different lawyers to give advice is needed. The important thing as we see it is that there ought to be independent advice. There may be occasions in a circumstance where advice may have to be given by different lawyers within the same firm to different parties. One would expect that that would not be common, because there is a series of ethics within the profession which require conflicts of interest to be identified, particularly in the context of lawyers within the one firm acting for different parties. There may be circumstances in which it is not unreasonable to allow lawyers within the same firm to give advice to different parties, and for that reason we do not want to close off that possibility on a technicality. The general spirit of what the Hon. Sandra Kanck proposes I would generally agree with, but it would lock in the process to a too technical approach, and there ought to be an opportunity for flexibility if there are circumstances that arise to which I have referred.

The Hon. CAROLYN PICKLES: We still support the Government's amendment, which is essentially the same as the amendment moved by the Opposition. We can see the sense in what the Hon. Sandra Kanck says but believe it unnecessary to stipulate that lawyers must be from different firms. We consider that the advice given will be sufficiently independent if two different lawyers are involved in advising the parties separately. At a practical level, there will be very few firms willing to advise both parties to one of these agreements because of the possibility of one or the other party coming back later with an allegation that there had been a conflict of interest. In most cases the legal profession itself will put into effect what the Democrats sought to achieve with their amendment.

The Hon. K.T. Griffin's amendment carried.

The Hon. K.T. GRIFFIN: I move:

Page 1, lines 22 to 26—Leave out paragraph (d) and the word 'or' immediately preceding that paragraph.

This amendment removes paragraph (d) from the definition of child of *de facto* partners. 'Child' of *de facto* partners is defined in clause 3 to mean:

(a) a child of which the *de facto* partners are the natural parents; or

(b) a child of the female partner whose male partner is presumed to be the father of the child under an Australian law; or

(c) a child adopted by the partners; or

(d) a child who, at any time during the *de facto* relationship, is or was—

(i) treated by the partners as a child of the relationship; or

(ii) ordinarily as a member of the partners' household;

Clause 8(2)(c) provides that an application for the division of property may be made if the *de facto* relationship existed for at least three years or if there is a child of the *de facto* partners. If one reads the two clauses together, the three year period would not operate where a child was ordinarily a member of the household. The Government considers that the definition of 'child' is too wide. The aim of the provision in clause 8(2)(c) is that the birth of a child should be capable of triggering the Act. The Government accepts that children which fall within paragraphs (b) and (c) of the definition should be treated in the same way as the child of which the *de facto* partners are the natural parents. However, the fact that a child was ordinarily a member of the household should not be enough of itself to enable an application to be made before the expiration of the three year period, remembering

that that child may not necessarily be a blood relative of either of the *de facto* partners and could be a foster child or someone else who has been brought into the family and who has been part of the home for some time.

The Hon. CAROLYN PICKLES: The Opposition supports the Government amendment which is the same as the amendment moved by the Opposition. We can see the sense in limiting the definition of 'children' to those who are either born to the parties or taken up by the parties. The definition of 'child' is important only in respect of clause 8. The statutory remedy of property adjustment can only be sought by a party to a *de facto* relationship if the relationship has existed for at least three years or if there is a child of the couple. The Opposition agrees that the right to go to court should not be triggered just because there happens to be a child living in the household with the *de facto* couple even if they have been together for only a very short time. For example, one of the partners may have custody of one or more children from a previous relationship. That factor alone should not give rise to the right to go to court for property adjustment if the relationship comes to an end.

Parliament's intention with this Bill is to provide a fair statutory remedy for couples who have demonstrated some degree of commitment to each other and who have also merged their property in some way or built up property together in the course of the relationship. By insisting that the relationship must have lasted for three years or that there must be a child of the relationship, we aim to prevent petty and frivolous applications to the court in respect of relationships which may have lasted only a matter of weeks or months. We support the amendment.

Amendment carried.

The Hon. CAROLYN PICKLES: I move:

Page 2, lines 9 to 11—Leave out definition of '*de facto* relationship' and insert—

'*de facto* relationship' means—

(a) the relationship between a man and a woman, who although not legally married to each other, live together on a genuine domestic basis as husband and wife; or

(b) a homosexual relationship between two people who live together on a genuine domestic basis;.

One must ask the question why homosexual couples should be excluded from the benefits available to *de facto* couples under this Bill. It is not illegal for adults to engage in homosexual behaviour. Homosexual relationships are not illegal. The only practical difference between a homosexual *de facto* couple and a heterosexual *de facto* couple is that, generally speaking, the homosexual couple do not have the option of raising a child together. Certainly, they do not have the option of conceiving a child together, although there are some relationships where there are children of those relationships by other partners. The point is that, as far as access to the courts is concerned, there can be no difference in principle between homosexual and heterosexual *de facto* couples. For the same reasons that this Bill is introduced by the Government—and I again commend the Government for this reform—the same reasons apply in relation to homosexual couples.

The Government is quite rightly concerned with the limited access to affordable justice for heterosexual *de facto* couples in terms of resolving proper disputes upon termination of the relationship even though the relationship might have lasted for 10 or 20 years and the couple might have raised children together. Why should such a couple be forced to argue with the constructive trusts and resulting trusts in the Supreme Court or the District Court? Why should their property be split between them on an utterly different basis than if they had been lawfully wedded, even though it may be a longstanding relationship which began with as much love and commitment as any lawfully wedded couple would have when going through a lawful marriage ceremony?

These questions have been answered by the Government in favour of simplifying property arrangements for heterosexual *de facto* couples and giving them better access to affordable justice. As the Attorney said when the Bill was introduced, this is not about the morality of the arrangement: it is about providing greater access to justice for a considerable number of people who quite lawfully choose to live together in a domestic and sexual relationship, no matter what moral judgments one might make about the personal choice of those individuals involved. I believe that exactly the same arguments arise in relation to homosexual couples. Yet, while the Bill in its present form removes the current prejudice against *de facto* couples, prejudice in the form of a more limited access to justice upon the termination of the relationship, the Bill allows this form of prejudice to persist in respect of homosexual couples. I stress again that the amendment is not about the morality of homosexual relationships; it is about permitting access to justice in relation to certain types of property disputes for a certain class of people no matter what their sexual proclivities.

The Hon. SANDRA KANCK: The Democrats will support this measure. I understand from the Attorney's summing up speech that we can expect some opposition from him, but I refer him to comments in 1994 by Justice Alistair Nicholson, the Chief Justice of the Family Court, who said that homosexual relationships should be covered by the same legislation that covered heterosexual *de facto* relationships. I do not think there is much point in canvassing the arguments as they have already been canvassed during the second reading stage, but it seems to me that it is unjust that people who live in a homosexual relationship are not able to be treated in the same way as *de facto* couples of the opposite sex.

The Hon. K.T. GRIFFIN: The Government opposes the amendment. It is not a question of justice; it is a question of what is sensible and appropriate in the circumstances. I reject the observation made by the Leader of the Opposition that the Bill removes prejudice against heterosexual couples and why should not that prejudice also be removed against homosexual couples? It is not a question of prejudice. The Government has sought to recognise that throughout the law there is now an extensive body of recognition of *de facto* relationships. If you look at the definition of '*de facto*', you will see that in a sense it recognises common law marriages. '*De facto* relationship' means the relationship between a man and a woman, who although not legally married to each other, live together on a genuine domestic basis as husband and wife. I suppose one could presume that the additional paragraph sought to be moved by the Leader of the Opposition refers specifically to that concept of sexual intimacy in relation to two persons living together and being of the same sex.

The Government decided, therefore, to recognise across the law, whether it relates to superannuation or inheritance or a wide body of other statutory provisions, *de facto* relationships for the purpose of resolving disputes in the event that they break up after three years or there is a child of the relationship. That is quite a reasonable approach. The Government takes the view that same sex couples are not in that same category. There is no recognition in the law,

although the Leader of the Opposition quite rightly says that homosexual behaviour, at least between consenting adults, is not illegal. However, I suggest that that is nothing more than an acknowledgment of what the law does not make illegal.

The fact of the matter is that, across the law, there is very little, if any, recognition of homosexual relationships in the same context as *de facto* relationships or relationships which would make one party the putative spouse of another. There is, of course, no provision in the general law for a constructive trust approach which has been applied in relation to *de facto* couples for ensuring that the court is able more flexibly to recognise the contributions of each heterosexual partner in a *de facto* relationship. There is, of course, recognition in marriage law of same sex couples. It is, therefore, the Government's view that in the legislation that it brings forward it recognises an area of relationships which is already well-recognised in other parts of the law, and that it makes sense to provide a mechanism for dealing with property disputes when they break up.

I point out to members that if, for example, two brothers or two sisters or a sister and a brother lived together, although not with the level of sexual intimacy of the *de facto* relationship referred to in the Bill, they would not gain the benefit of this law. They would still be dealt with under the Law of Property Act provisions. One might suggest that they should be dealt with in the same way as dealing with a dispute between them if, in fact, a family division arose which caused them to split up. However, they are not; they are dealt with under the ordinary law, and that is the way with which I would suggest homosexual couples should also be dealt. I think it would be foreign to the way of thinking of many people that the law should recognise homosexual marriages. That is controversial in itself. Of course, what the Leader of the Opposition seeks to do by way of her amendment is to put homosexual couples in a genuine domestic relationship in really the same relationship as heterosexual couples or married couples in the context of their living together as husband and wife. I think that would not be met with approval by many people in our community. The extension of this legislation to cover homosexuals and same sex relationships would, I think, have the potential to impact on other areas of the law, and that is not something which the Government is prepared to do.

I also point out that, with the exception of the Australian Capital Territory, *de facto* legislation in Australia does not extend to cover homosexual relationships. In the ACT, it covers domestic relationships. There is an argument that it extends to homosexual relationships. I acknowledge the recognition which the honourable the Leader of the Opposition has given to this piece of legislation, but I and the Government cannot go so far as to see it extended to homosexual relationships.

The Hon. CAROLYN PICKLES: I am disappointed that the Government cannot support this amendment, which is a recognition that many people live together in a genuine domestic relationship which is a homosexual one. I have friends who live in those sorts of relationships and who have done so for many years—in some cases, 20 years or more. So, it is a genuine domestic relationship. Of course, this would have an impact on other legislation if it were passed. I assume that the Attorney, who is keen to get this Bill through the Parliament, will probably seek to divide on this issue, and I assume that we will go to a conference on it.

The Hon. R.D. LAWSON: There is an additional reason to those given by the Attorney for the exclusion from these provisions of homosexual relationships between people who live together on a genuine domestic basis, and it is this: those persons are not bereft of the remedies which exist under present law. However, the absence of specific provision in the law for them under the *de facto* relationships legislation will mean that they have to direct their minds to the question of their own property arrangements. One would expect that the absence of this provision would encourage them to do so, and would ensure that homosexual couples take the wise and sensible precaution of setting out by agreement their property arrangements. That is to be encouraged by the community generally. It is not in the interests of the community to have property disputes litigated. Those disputes are undesirable, both at a personal and financial level, and also from the point of view of public policy. The community establishes courts to dispose of disputes that cannot be avoided. However, property disputes can and should be avoided by those who take appropriate precautions in the first place.

The Committee divided on the amendment:

AYES (11)

Cameron, T. G.	Crothers, T.
Elliott, M. J.	Holloway, P.
Kanck, S. M.	Levy, J. A. W.
Nocella, P.	Pickles, C. A. (teller)
Roberts, R. R.	Roberts, T. G.
Weatherill, G.	

NOES (10)

Davis, L. H.	Griffin, K. T. (teller)
Irwin, J. C.	Lawson, R. D.
Laidlaw, D. V.	Lucas, R. I.
Pfitzner, B. S. L.	Redford, A. J.
Schaefer, C. V.	Stefani, J. F.

Majority of 1 for the Ayes.

Amendment thus carried.

The Hon. K.T. GRIFFIN: I move:

Page 2, line 14—Leave out definition of 'lawyer's certificate' and insert:

'lawyer's certificate' means a certificate signed by a lawyer, and endorsed on an agreement, certifying that—

(a) the lawyer explained the legal implications of the agreement to a party to the agreement, named in the certificate, in the absence of the other party to the agreement; and

(b) the party gave the lawyer apparently credible assurances that the party was not acting under coercion or undue influence; and

(c) the party signed the agreement in the lawyer's presence;

The amendment relates to the certification of cohabitation agreements. The amendment requires a lawyer to explain the legal implications of the agreement in the absence of the other party and to certify that the party to a certificated agreement gave an apparently credible assurance that he or she was not acting under coercion or undue influence. The provision is included as a measure to guard against undue influence.

The Hon. Sandra Kanck's amendment is similar to the Government amendment. However, the Government amendment is preferred, as it refers to an endorsement on an agreement rather than an endorsement on a cohabitation agreement. The reason for the Government's wording is to reflect the amendment inserting new clause 6(a). The new clause requires a lawyer's certificate on the variation of a cohabitation agreement.

The Hon. CAROLYN PICKLES: I move:

Page 2, line 14—Leave out definition of 'lawyer's certificate' and insert—

'lawyer's certificate' means a certificate signed by a lawyer, and endorsed on an agreement, certifying that—

(a) the lawyer explained the legal implications of the agreement to a party to the agreement, named in the certificate, in the absence of the other party to the agreement; and
(b) the party gave the lawyer apparently credible assurances that the party—
(i) was not acting under coercion or influence; and
(ii) had disclosed all material assets to the other party to the agreement; and
(c) the party signed the agreement in the lawyer's presence;.

The Opposition opposes the Government's amendment with the hope that the Attorney-General will support our definition of 'lawyer's certificate', which provides one additional safeguard. I note that the Attorney has taken up the idea of requiring the party consulting the lawyer to give assurances about the absence of coercion or undue influence. We now wish to go one step further and encourage the parties to disclose all material assets that they have to the other party concerned. This should not be an onerous practice. Deeds are being arranged between couples and even married couples at the present time, and usually the first thing that would be talked through with a lawyer would be an inventory of all assets which are to be the subject of the agreement.

I am confident members will agree that it would be most unfair for two parties to agree that there should be no court intervention in respect of the terms of the cohabitation agreement in the circumstances where one party had failed to disclose that he or she had real estate at the time of entering into an agreement, even when mortgages on that real estate are being paid off out of joint funds of the parties to the relationship.

Requiring an assurance from the party to the lawyer at the stage of obtaining a lawyer's certificate is not an absolute answer, but it will alert the parties and the lawyer to a need for honesty and frankness in entering into these agreements. Of course, we must stress at this point that these agreements are not compulsory.

The amendment is related to our later amendments to clauses 7 and 10, through which we seek to avoid exclusion of court supervision of these agreements if one or other party has not entered into the agreement in the utmost good faith. At the very least, entering into the agreement in the utmost good faith will mean full and frank disclosure of the material assets of both parties to each other. Even without those later amendments, our expanded definition of 'lawyer's certificate' stands alone, and I hope that I will have the support of both the Government and the Australian Democrats in relation to the amendment.

It is a sad fact of life that many people in a relationship—very often women—are overly reliant upon their partners for whatever reasons. The dangers of a party effectively being cajoled or forced by the more dominant partner into entering into an unfair cohabitation agreement can be minimised by imposing some strict guidelines for the interaction between the parties and their respective lawyers when a certificated agreement is desired. Remember, we are only dealing with a situation where the cohabitation agreement will then be set in concrete and beyond the reach of the courts to review, even though serious injustice may result from the highly one-sided nature of the cohabitation agreement in favour of the dominant partner. In the event that one or both of the parties choose not to obtain the lawyer's certificate referred to in the Bill, then the cohabitation agreement will be enforced and less serious injustice will result. It is hard to argue with that outcome.

The Hon. K.T. GRIFFIN: The amendment is opposed. The Government amendment does require a lawyer to endorse that the party to a certificated agreement gave an apparently credible assurance that he or she was not acting under coercion or undue influence. That is an important protection. As the Leader of the Opposition has indicated, her amendment also requires an apparently credible assurance that the party has disclosed all material assets to the other party to the agreement. I do not think that is practical. We do not consider that it is necessary to provide for disclosure of all material assets to the other party. In any event, what is a material asset? The New South Wales Law Reform Commission considered the issue and did not favour full disclosure.

It considered that the circumstances in which cohabitation agreements are entered into are so varied that it may be quite reasonable for a partner not to divulge any more information concerning his or her financial position than is required by the general law. The Government considers that the protection offered by the requirement for independent legal advice should be enough.

Regarding the requirement for a lawyer's certificate, it is also important to note that, if it is a requirement for a credible assurance that the party had disclosed all material assets to the other party, failure to do so may mean, or is likely to mean, that the agreement does not have the protection of the statute. The circumstances in which the assets have not been disclosed may involve inadvertence, it may be a question of what is material and what is not material, or it may be that there is an asset of which the party is not aware. It may be a share in a deceased estate or something else. I think there are practical difficulties in this proposed amendment. I think we have to leave it to some good sense and some requirements for independent advice and ultimately to protection by the courts, which will occur if in any way the provisions and the protections built into the statute have not been satisfied.

The Hon. SANDRA KANCK: I have a similar amendment on file. Having listened to the arguments, I feel that what the Opposition is offering gives that little bit more protection to parties in an agreement. I made clear in my second reading speech that I believed women were the most likely of the two parties who would be taken advantage of. They do not have the same relationships of power within marriages or *de facto* relationships and they generally do not know how to exercise power in the same way that men do.

Ultimately, my concern within the Bill relates to clause 7, where a court is not able to set aside or vary a cohabitation agreement and, as it appears as though that provision will pass, any provision that I can support to give a little more power to women I am inclined to support. I therefore support the Opposition's amendment.

The Hon. R.D. LAWSON: I am disappointed to hear the Hon. Sandra Kanck's expressions of agreement, tentative though they were, with the proposition that there be a requirement in relation to lawyers' certificates that the parties disclose all material assets to each other. Ordinarily, it is no necessary part of the forming of any relationship, whether it be a marriage or a *de facto* relationship, for both parties to disclose all the assets, when the consequence of failing to disclose those assets might be to vitiate the agreement entirely. The Hon. Sandra Kanck says that in these situations women are often at a disadvantage.

The facts will show that women, in the matter of assets brought into a relationship, are very often in as good a position as their male partners. Inheritances, interests in deceased estates, and the like, referred to by the Attorney-General, are a common source of capital assets for women.

Why, one should ask, should a person entering into a *de facto* relationship and wanting to have an agreement relating to property interests be required in this particular type of relationship to disclose all material assets? What is meant by 'material assets'? What is the public interest sought to be advanced by insisting upon this type of disclosure?

I am reminded by the Hon. Caroline Schaefer that farming properties and interests of that kind could arise. Quite complex issues arise and it seems to me that nothing is advanced by requiring disclosure of assets in the certification process.

The Hon. K.T. GRIFFIN: I am disappointed that the Hon. Sandra Kanck is not supporting the Government amendment because it is a reasonable and practical approach to this issue. The Opposition's amendment potentially makes cohabitation agreements unworkable. The Government is seeking to include some reasonable and balanced protections and this, I suggest, goes over the top. It may be that the lawyer, in seeking to verify the credible assurance, feels obliged to undertake some property, title or share registry searches, because the lawyer, although deposing to the fact that an apparently credible assurance was given, may feel threatened if something subsequently goes wrong.

The other point of view is as to what happens if one party just does not give the information to the lawyer but the lawyer still issues the certificate that it is an apparently credible assurance and that all material assets have been disclosed. I believe it will be a nightmare trying to work out what that really means and to administer it in terms of achieving a proper balance between the parties. It is not there for the protection of one person or another: it is there for the protection of both parties, although I recognise that, in the current climate, it is more likely to be the woman who enters into this relationship without assets.

Of course, in those circumstances it will be an agreement between the parties because one party has nothing or little and the other party perhaps has a lot. There are all sorts of balances and, in its report, the New South Wales Law Reform Commission said that it did not think this approach was appropriate for dealing with these sorts of agreements. I express my disappointment to what is being proposed. I indicate that if I do not win this on the voices I will not divide, but that should not be taken as an indication that I do not regard the matter as a serious issue—just for the sake of people upstairs who may not hear the bells.

The Hon. R.D. LAWSON: I should have mentioned, when endeavouring to convince the Hon. Sandra Kanck that this is a misconceived amendment, the fact that the notion of material assets introduces a quite different concept to the concept of property that is elsewhere appearing in the Act. The Act ordinarily deals with property, and property is very widely defined as not only including tangible property, such as real and personal property but chose in action and persons' interests in discretionary trusts, for example. They are deemed to be property for the purposes of this Act.

In the Bill as it stands and in amendments proposed by the Leader of the Opposition a similar and indeed wider definition is included. Superannuation entitlements and the like are included. Why, one might ask, should a lawyer's certificate on such a document be vitiated because one party or the other failed to disclose the extent of his or her interest in some superannuation fund about which, at the time of entering into the arrangement, they were completely unaware and probably did not direct their mind to it? The question of one's entitlement under the provisions of a discretionary trust is again defined here as 'property', but failure to disclose entitlement to property—and that is only a notional entitlement—or potential entitlement to property held under discretionary trust will once again vitiate the lawyer's certificate. What good purpose would that serve? It would simply defeat the intentions of the parties in entering into the agreement in the first place. It is, in my view, introducing an entirely artificial and technical hurdle or barrier to the effective implementation of this scheme.

The Hon. CAROLYN PICKLES: It strikes me that we must be talking about some very odd sorts of relationships. We are talking here about a couple's entering into a relationship and deciding to legalise some aspects of it. It would seem to me curious that people who were intending to live together at that point when they make these sorts of agreements—intending to live together on a long-term basis—and who love one another would not wish to reveal all details about their property. I find it very unusual—

The Hon. K.T. Griffin interjecting:

The Hon. CAROLYN PICKLES: I know some strange people are in this world, but I am trying to deal here with reasonable people. I believe that people who would want to take up these agreements would be reasonable people and would therefore wish to be open about it.

The Hon. R.D. LAWSON: I accept that most people are reasonable people. Most people entering into this type of arrangement would say, 'We will split the proceeds of the house we are about to buy in the following way: the motor car will stay with you; the furniture will be divided in this way; if our—

The Hon. L.H. Davis: Who gets the *Hansard*?

The Hon. R.D. LAWSON: She can have the loose *Hansard* and he can have the bound. That is the type of arrangement that reasonable people entering into reasonable arrangements would contemplate. This amendment will mean that the whole function and purpose of that reasonable agreement entered into is liable to be defeated because the woman forgot to mention that, under great-aunt Mabel's discretionary trust, she was a potential beneficiary, or because he forgot to disclose some other superannuation policy he held in relation to some previous employment. This is not relevant at all to what the parties are about. Why should the agreement fail to be efficacious because of that sort of oversight? As the Leader of the Opposition said, we are reasonable people.

The Hon. K.T. Griffin's amendment negatived; the Hon. Carolyn Pickles's amendment carried.

The Hon. K.T. GRIFFIN: I move:

Page 2, lines 15 to 18—Leave out definition of 'property' and insert—

'property' of a person includes—

(a) a prospective entitlement or benefit under a superannuation or retirement benefit scheme;

(b) property held under a discretionary trust that could, under the terms of the trust, be vested in the person or applied for the person's benefit;

(c) property over which the person has a direct or indirect power of disposition and which may be used or applied for the person's benefit;

(d) any other valuable benefit.

This amendment inserts a new definition of 'property'. A number of submissions suggested that the definition of 'property' in clause 3 was obscure and quite narrow. It was suggested that it does not, for example, specifically include superannuation, referring only to discretionary trusts and is rather legalistic, using terms like 'chose in action'. The

revised definition conforms more closely with the provisions in other States' legislation and takes into account concerns expressed in the submissions.

The Hon. CAROLYN PICKLES: The Opposition supports the amendment, which is the same as our amendment. We do not have any dispute as to the definition, although I note that in clause 9 it makes no explicit reference to the point in time at which one's property is to be assessed. Presumably, where there has been an application to the court in statutory remedy in respect of property adjustment, the court will examine the property of the parties at the time they come before the court. Account can then be taken of property which has increased in value or been acquired after the breakdown of the relationship. We would not wish to amend this provision, but I raise that point with the Attorney.

The Hon. K.T. GRIFFIN: If I understood the honourable member correctly, she was raising a question about clause 9 and what property the court might have regard to: obviously the property, as it falls within the definition as at the time the court is considering the application. In considering the application the court also takes into consideration not just all of the property and the different characteristics of the various aspects of property but also the issues raised in clause 10—financial and non-financial contributions made directly or indirectly by or on behalf of the *de facto* partners and so on. The court looks at everything relevant at the time the application is made in relation to property law at that time.

Amendment carried; clause as amended passed.

Clause 4—'Application of this Act.'

The Hon. SANDRA KANCK: How will this Bill when passed relate to the Family Relationships Act and are there times when the Family Relationships Act could be in conflict or take precedence over this Act? If that does occur, should there be some mention of the Family Relationships Act within this Bill?

The Hon. K.T. GRIFFIN: I do not think that that will be a problem at all. This Act deals specifically with property division between those in a *de facto* relationship after three years. We could have said that after five years that could occur, but we decided to bring it back to enable the court to deal with the property division in these circumstances. The advice I have (and I have looked at it myself) is that there is no problem with the putative spouse concept of five years or a series totalling five years over a period of not more than six years or a child of the relationship. I do not think that there is a conflict. We do not foresee any difficulty.

The Hon. SANDRA KANCK: In the Attorney's summing up speech he responded to a question that I posed in my second reading speech when he said that if a property dispute is involved in a Family Court issue the matter can be dealt with under cross vesting legislation. Does such legislation already exist or is it something that is envisaged in the future?

The Hon. K.T. GRIFFIN: Cross vesting legislation already exists. It is consistent legislation in every jurisdiction around Australia. It allows for some circumstances where a matter would be more appropriately dealt with in a particular court, but where action has been started in another court, for the matters to be transferred. Some criteria applies, but it is designed to overcome issues as between the courts of South Australia and another State or territory or the courts of the State and Federal courts, which includes the Family Court.

Clause passed.

Clause 5—'Cohabitation agreements.'

The Hon. K.T. GRIFFIN: I move:

Page 3, lines 10 to 12—Leave out subclause (3).

This amendment is consequential to the earlier amendments on which there is significant agreement.

The Hon. CAROLYN PICKLES: It is consequential and we support it as it is the same as our amendment.

Amendment carried; clause as amended passed.

Clause 6 passed.

New clause 6A—'Consensual variation or revocation of cohabitation agreement.'

The Hon. K.T. GRIFFIN: I move:

After clause 6 insert new clause as follows:

6A. (1) A cohabitation agreement may be varied or revoked by a written or oral agreement.

(2) However, if a cohabitation agreement is a certificated agreement, it may only be varied by a certificated agreement.

This new clause makes clear that a cohabitation agreement can be varied or revoked by a written or oral agreement. It may be that some time after having made the agreement circumstances change to the point where both parties would support revocation or the variation of the agreement. The agreement provides that, if a cohabitation agreement is a certificated agreement, it can be varied only by a certificated agreement. The reason for this is that, just as parties should be cautious before entering into a certificated agreement, they should also consider the implications of varying such an agreement.

In the case of revocation of a certificated agreement, it is not seen as necessary for the revocation to be certificated. The revocation would have the effect of reinstating the courts' jurisdiction so that the court can decide what is a fair and equitable distribution. The amendment differs from the amendment of the Leader of the Opposition, but I will deal with that once she has moved and spoken to her amendment.

The Hon. CAROLYN PICKLES: The Opposition opposes the Government's new clause. I move:

After clause 6—Insert new clause as follows:

6A. (1) A cohabitation agreement may be varied or revoked by a written agreement.

(2) However, if a cohabitation agreement is a certificated agreement, it may only be varied by a certificated agreement.

We are happy for certificated agreements to be varied by certificated agreements and for ordinary written cohabitation agreements to be varied or revoked in writing. We see considerable difficulties with allowing variation or revocation to be done verbally. There are several reasons for this. First, it would be wise for the means of variation or revocation to be consistent with the means of making the cohabitation agreement in the first place. It would be much more readily understood by the parties.

Secondly, setting down a variation or revocation of a cohabitation agreement is undoubtedly a serious matter. In most cases I suggest there is likely to be greater deliberation by the parties if they are required to set down in writing their intention to revoke or vary an agreement. We would not want to be responsible for a perfectly just agreement being ripped up on a rash impulse during the course of a heated discussion.

We must also consider the evidentiary problems which are bound to arise. It will be much easier for courts to discern where the truth lies if variation or revocation can only be in written form. The alternative scenario will give rise to many situations in court where a finely balanced judgment must be made about which party has the best recollection of the words which were used to vary or revoke an agreement. The question will often be argued whether there was any variation or revocation at all.

I believe that the Government's new clause would make it too easy for an unscrupulous party to allege that there had been a variation or revocation of a cohabitation agreement in the course of discussions during the relationship perhaps over some years. There will be evidentiary difficulties, no matter what form this Bill finally takes, but I believe that we can minimise the anticipated problems by adopting our version of new clause 6.

The Hon. K.T. GRIFFIN: The Government does not support the Opposition's new clause. The Government considers that provided an agreement is not a certificated agreement it should be possible to vary the agreement by a subsequent oral agreement. If it is not certificated, it is evidence only and the court will take it into account, whereas, if it is a certificated agreement, it can exclude the jurisdiction of the court. That is the distinction between the two. I see no difficulty in allowing a cohabitation agreement to be varied orally. I am sure that there may be issues of evidence, but if it is not certificated it cannot exclude the jurisdiction of the court and the protections remain. If ultimately there is a dispute about property, it will go to the court if it is a cohabitation agreement varied by an oral agreement but not certificated.

The Hon. SANDRA KANCK: I should like to tease out a few more arguments on this matter as I am not quite ready to make up my mind upon it. However, I am slightly drawn towards the Opposition's new clause. Will the Attorney indicate whether there will be any negative implications if oral agreements were not allowed within this clause?

The Hon. K.T. GRIFFIN: We are talking about two sorts of agreements. Cohabitation agreements can be either certificated or non-certificated. If there is no lawyer's certificate, it is a matter for the court to take into consideration if at some time in the future there is a dispute and the matter goes to the court. In those circumstances the cohabitation agreement is evidence, but it is not conclusive and it does not oust the jurisdiction of the court. If the cohabitation has been certificated—that is, there is a lawyer's certificate—it is binding and it can oust the jurisdiction of the court. We are saying that if in those circumstances someone wants to vary a certificated agreement, it must be done by another certificated agreement; that is, a written agreement. However, if someone wants to vary an ordinary cohabitation agreement because circumstances change and it has been agreed to be varied but the parties have not got around to certificating the original agreement or its variation, the court still has full jurisdiction. The court can take it into account and, like any other part of the dispute, it will depend on the evidence. If we put in a requirement that a cohabitation agreement can be varied only by a written variation, to some extent it will limit the information which a court may be able to take into account when considering the whole gamut of evidence in determining how the property should be divided.

The Hon. Sandra Kanck: It is only saying that an oral agreement is not binding.

The Hon. K.T. GRIFFIN: I am saying that an oral agreement is binding. If the honourable member supports the idea that a non-certificated cohabitation agreement can be varied only by a written agreement, an oral agreement is irrelevant. The court may look at other circumstances, but if subsequently the parties say, 'We have been living on the basis that we agreed to vary it,' I suggest that is irrelevant to the court in determining the ultimate division of the property. However, a certificated cohabitation agreement is binding on the court as well as the parties. If it is to be varied, we are saying that it has to be by way of a written agreement, not an oral agreement, and it must be a certificated agreement in those circumstances. There are two levels of agreements. I should have thought that allowing for oral variation of a cohabitation agreement recognises what may happen in real life, which is evidence, and the court still has jurisdiction and will take it into account.

The Hon. R.D. LAWSON: I can say from practical experience that written agreements are often varied orally. Indeed, most written agreements are varied orally. For example, a written agreement may provide, 'The house that we are buying at 6 Ascot Avenue will be divided in such and such a way.' The house is then sold and another house is bought and they agree that that house will be treated in the same way as the one that was in the original agreement, but they may never get around to going to a lawyer to get the agreement changed. Some other asset might come in. For example, one party might inherit some property and it may be agreed between the parties that it does not form part of the joint enterprise or that it will be treated as part of the joint enterprise, but they never get around to the expense of having a new agreement drawn up.

I suggest that to have a requirement that the further agreement be in writing is really a cheat's charter, because only the cheat would say, 'The agreement refers to 6 Ascot Avenue. It does not apply to this other property. I admit that we had an agreement, but it was not in writing and my lawyer has told me that if it is not in writing it does not comply with 6A.' I urge rejection of this notion of a requirement that a cohabitation agreement may be varied only by a written agreement. Flexibility should be allowed to the court so that the parties can in honest dealings between themselves make variations and the court can hold them to the agreements into which they enter.

The Hon. SANDRA KANCK: I am still seeking clarification. If a cohabitation agreement can be varied by a written agreement, as outlined in the Attorney's new clause, when dealt with by a court would that be in the same category as an oral agreement; in other words, would the court take it into account as part of the evidence? Does it have the same status as an oral agreement?

The Hon. K.T. GRIFFIN: It may well be a matter of evidence to determine whether in fact there was an oral variation of a cohabitation agreement. As the Hon. Robert Lawson said, there may be corroborating circumstances where, say, a change of dwelling house would quite clearly demonstrate an intention to vary the cohabitation agreement. The essence of this is in clauses 6 and 7. Clause 6 provides:

> A cohabitation agreement is subject to, and enforceable under, the law of contract.

Clause 7(1) provides:

> If a court is satisfied that the enforcement of a cohabitation agreement would result in serious injustice, the court may set aside or vary the agreement to avoid the injustice.

However, subclause (3) provides:

> ..a court cannot set aside or vary a cohabitation agreement. . . if—
> (a) the agreement provides for the exclusion of the court's power to set aside or vary the agreement; and
> (b) the agreement is endorsed with the lawyer's certificate.

We will change that to 'is a certificated agreement'. So, there are two levels of agreement. One is the cohabitation agreement. Some may be certificated by a lawyer, in which case they have a special significance if the dispute ever goes to court. If you have to vary one of those you do it by another

certificated agreement or you have a cohabitation agreement which the court can set aside if it is satisfied that it is necessary to do so to avoid injustice. It is that cohabitation agreement which we say ought to be able to be varied by oral agreement. It will be a matter of proof. You may well, if one does not allow an oral agreement to vary a cohabitation agreement, in fact be creating injustice rather than protecting one or both parties.

It may be an injustice because in the case of changing house—moving from one dwelling to another or selling one house and buying another with both parties still paying the mortgage—if you cannot establish a written agreement to vary the cohabitation agreement, it may well work to the disadvantage of one of the parties rather than to their advantage. This may occur even though they have said, 'Okay, we have both agreed to shift' and two or three years down the track they split up. It is a matter of balance, but the Government has taken the view that provision for an oral variation of a cohabitation agreement is quite fair and reasonable in the circumstances.

The Hon. CAROLYN PICKLES: The Opposition believes that this provides more certainty and that if people enter into these agreements with all seriousness—and if their situation varies from time to time—they will make those variations in writing. We hope that people will take these agreements seriously and, since they are not compulsory agreements, the onus is on them to ensure that they put these things in writing. We believe that putting it in writing provides more certainty for the courts.

The Hon. SANDRA KANCK: After hearing the argument I still do not have a clear position. I will support the Opposition's amendment because I know that we will go to conference. We can perhaps further debate it at that time, because we could otherwise be tied up here for the rest of the afternoon on this clause. On that basis I will support the Opposition's amendment, although in conference I could support the Government.

The Hon. K.T. Griffin's new clause negatived; the Hon. Carolyn Pickles's new clause inserted.

Clause 7—'Power to set aside or vary cohabitation agreement.'

The Hon. K.T. GRIFFIN: I move:

Page 3, lines 18 to 22—Leave out subclause (2) and insert—

(2) A court may exercise it power under this section—

(a) on the court's own initiative; or

(b) on the application of either *de facto* partner.

The amendment removes the ability of a child of the *de facto* partners to seek a variation to a cohabitation agreement. The Bill does not deal with the issue of children's rights. They are set out under existing child support legislation. As the child is not a party to the agreement there is no reason for a child to be able to seek to vary it. Problems may arise in granting the child such rights, for example, when a child seeks to vary or set aside a cohabitation agreement against the wishes of both parents who are the parties to the agreement. It is absurd that a child should be able to take that course of action.

The Hon. CAROLYN PICKLES: We support the amendment.

Amendment carried.

The Hon. K.T. GRIFFIN: I move:

Page 3, line 26—Leave out paragraph (b) and insert—

(b) the agreement is a certificated agreement.

The amendment is consequential to the Government's earlier amendment relating to certificated agreements. It provides that the court cannot set aside or vary a cohabitation agreement where the agreement provides for the exclusion of the court's power and the agreement is a certificated agreement.

The Hon. CAROLYN PICKLES: I move:

Page 3, lines 23 to 26—Leave out subclause (3) and insert—

(3) However, a court cannot set aside or vary a cohabitation agreement under this section if—

(a) the agreement provides for the exclusion of the court's power to set aside or vary the agreement; and

(b) the agreement is a certificated agreement; and

(c) each party entered into the agreement in the utmost good faith.

We oppose the Government amendment in the hope that all parties will support my amendment. It is a serious matter to enter into one of these cohabitation agreements. It is an even more serious matter to exclude the court's power to avoid serious injustice arising from the terms of an agreement. We want to ensure that parties cannot avoid the court's scrutiny and perpetuate injustice in respect of the other party to the agreement unless they have been absolutely frank and honest when the agreement has been entered into. Although we have already amended the definition of 'lawyers certificate' so that both parties are required to assure their lawyer that all material assets have been disclosed, we do not believe that is enough in itself. We need to further discourage unscrupulous parties from being less than frank about their income and assets at the time the agreement is being signed.

Under our amendment, if a contracting party is less than frank, there will be two consequences. First, pursuant to clause 7, anything less than the utmost good faith will allow the court to set aside or vary a cohabitation agreement if serious injustice would result from enforcing it. Secondly, if the statutory remedy for distribution of property set down in clause 8 is relied upon, the court will be able to go beyond the terms of the agreement to achieve a just and equitable settlement. So, we are trying to ensure that any unscrupulous party will have nothing to gain by being less than frank at the time of entering into a cohabitation agreement.

The Hon. K.T. GRIFFIN: The Government opposes the amendment, which inserts an additional requirement that must be met before a court's power to vary or set aside the agreement is removed. The requirement is that each party entered into the agreement in the utmost good faith. The effect of a contract of utmost good faith is that a party must make full disclosure of all material facts known to the party. The effect of the amendment would be that, where there has not been full disclosure of all assets, cohabitation agreements could be fraudulent. Such an agreement could have the effect of providing greater opportunity for courts to overturn certificated cohabitation agreements. For example, if a party did not declare an asset the court could use that as a mechanism to allow the variation or setting aside of the agreement, even where the other party did not want the court to intervene.

The Government considers that the protection offered by the requirement for independent legal advice is sufficient. It certainly does not support making the agreement a contract of utmost good faith. Members will have to realise—and we will take stock of this when we go to a deadlock conference—that there must be a point at which it is not worth proceeding with the legislation, because so much is bound up in the technical aspects of it that it would not warrant the trouble of people even entering into cohabitation agreements: we might as well just leave it to the courts to make decisions, even though the parties, when deciding to live together or to do so at some time in the future, make a

cohabitation agreement. Quite seriously, when all these sorts of technical issues are put together, the Government may well conclude that it is not worth proceeding with the legislation. We will go through the deadlock conference process and consider these issues and hopefully be able to convince the Leader of the Opposition and the Hon. Sandra Kanck of the desirability of putting in place this new mechanism to enable property disputes to be settled or resolved more efficiently and effectively and in a less costly manner without all the humbug of the sorts of provisions which are being put in place—remembering that there are advantages in the Bill in providing an easier mechanism to sort out property disputes, but it may become too burdensome and cumbersome to regard it as much of a reform as it otherwise would have been.

The Hon. SANDRA KANCK: From the way the Attorney has spoken, this term, 'the utmost good faith' seems to have certain legal implications. Is that what the Attorney is saying: that there is almost a definition of 'utmost good faith'?

The Hon. K.T. GRIFFIN: There is no definition in the statute; it is a concept which is embellished by the courts, extended and applied to various situations. If it is specifically written into this legislation, then we go beyond the independent legal advice and other protections and we end up with a legal principle enshrined in this legislation where, even if the parties agree that the agreement that they have made excludes the jurisdiction of the court at the point they make it, if for some reason there has been the failure to disclose an asset, even if it is not necessarily a material asset—

The Hon. Sandra Kanck interjecting:

The Hon. K.T. GRIFFIN: Well, it may be. As I indicated earlier, there may be a life insurance policy on which no further premiums are payable. These things happen. You pay the premiums for 20 years, it is a paid-up policy, and it becomes due when you turn 60 or 65. There are 10 years to run, so it goes into a bottom drawer and you forget about it. There may be a share in a deceased estate of which you may not be aware, although in those circumstances that would probably not compromise the issue of good faith. There may be assets which you might have and which you do not disclose, such as a life assurance policy. I suppose it could come about in the rural sector where you may underestimate the value of your stock. For example, you might disclose that you have 500 cattle where, in fact, you have 600 but you have not done a count for six months. I think all those issues are relevant. The requirement for utmost good faith, in my view, means that you cannot afford to make a mistake because, if you do, particularly inadvertently, you give the court an excuse to intervene.

The Hon. SANDRA KANCK: Earlier I agreed to an Opposition amendment to clause 3 which meant that, when the certificate was endorsed, the party had to give the lawyer credible assurances, amongst other things, that all material assets had been disclosed to the other party. Given that that now forms part of this Bill, is there any necessity to include this clause of utmost good faith? I wonder whether the Leader of the Opposition could answer that question or the Attorney may wish to comment.

The Hon. K.T. Griffin: I don't think there is.

The Hon. CAROLYN PICKLES: As I have indicated, I believe it is necessary to include it for consistency. Perhaps the honourable member may consider supporting me at this stage as we have indicated that, in respect of other amendments, we will have a deadlock conference, and the honourable member may wish to discuss this matter then.

The Hon. K.T. Griffin's amendment carried.

The Hon. SANDRA KANCK: Will the Attorney say what will happen with a cohabitation agreement if one of the parties dies? What is its effect? Is it like a will?

The Hon. K.T. GRIFFIN: I should have thought that, if one party died, it would still be a contract. However, there may be a will. I must confess I have not applied my mind to what would happen if the will was in a different form from that of the contract, but I would have thought—and this is just on the run—that the cohabitation agreement is binding in contract law. That is a specific provision of clause 6, which provides:

> A cohabitation agreement is subject to, and enforceable under, the law of contract.

Under those circumstances, I would have thought that, even in the event of death, it was still enforceable.

The Hon. SANDRA KANCK: Could it actually override a will?

The Hon. K.T. GRIFFIN: No, because it deals with property; a will deals with the property of a deceased person. If one has a cohabitation agreement which says, 'Half the house is mine and half is yours,' and I die, the property over which the will operates is that property which the cohabitation agreement says is mine. The other property remains with the survivor. That may be dealt with satisfactorily if the property is held by joint tenants, because, if one joint tenant died, it would automatically go to the survivor.

However, it is quite possible for the cohabitation agreement to override that. It may be that the cohabitation agreement—notwithstanding that it is in joint names—states that one-third of the property is mine and two-thirds of the property is yours and, if I died, then the will would operate in relation to one-third, but the contract would operate in relation to the two-thirds. There is a logical coexistence of the will or the law of intestacy with a cohabitation agreement. I will have that checked and, if there is any change in that, I will let you know. That would be my immediate reaction to the legal issues that the honourable member has raised.

Clause as amended passed.

Clause 8—'Property adjustment order.'

The Hon. CAROLYN PICKLES: In clause 8(2) we see that *de facto* couples must meet conditions before being eligible to apply to the court for property settlement based on the statutory criteria. There are residential requirements which are perfectly reasonable. Then there is also the requirement that the couple must have either had a child together or the relationship must have existed for at least three years. I certainly support the three year requirement but point out, as has been previously pointed out by the Hon. Ms Kanck, that it is inconsistent with the definition of 'putative spouse' in the Family Relationships Act. Section 11 of that Act defines 'putative spouse' as a *de facto* husband and wife cohabiting with each other for five years, or five out of the last six years, as at the relevant date.

The definition also goes on to cover a *de facto* couple who have a child together. The definition of 'putative spouse' is most commonly resorted to in the context of the distribution of estates, whether it is a matter of following the terms of a will, applying the rules of intestacy or providing the basis for a claim by a *de facto* spouse in relation to a will.

I ask the Attorney to answer my question about the inconsistency of that. Of course, parliamentarians will

probably be interested to note that their superannuation requirements refer to a *de facto* relationship of five years standing. Is the Attorney considering introducing any amending legislation to make the Family Relationships Act consistent with that which we have been passing here, because that inconsistency can raise problems, particularly in relation to wills?

The Hon. K.T. GRIFFIN: It is not our intention to bring in any amending legislation in relation to the Family Relationships Act. That was an issue that exercised my mind: whether there should be consistency of approach between the Family Relationships Act and this Bill. The 'putative spouse' reference in the Family Relationships Act provides for a longer period of qualification in the relationship than does this Bill. It may be that in practice some inconsistency may make a material difference, but it is not easy to envisage that that will be the case. I and the Government have taken the view that we should move for three years in relation to the De facto Relationships Bill, because that deals with the break up of a relationship, and monitor the relationship between that and the Family Relationships Act.

The Family Relationships Act deals—as the Leader of the Opposition has said—with estates, superannuation and other interests. There would probably be 20 or 30 pieces of legislation which refer to putative spouses. Without an examination of each one of those to see what the impact would be, it is not possible to say, 'Look, there should be a blanket amendment.' So the Government took the view that this piece of legislation provides some mechanism for resolving property disputes in the event that a *de facto* relationship breaks up, that that ought to be dealt with separately from the other issues relating to 'putative spouse', and that, if, in practice, a problem develops, we will address it then.

However, it is difficult to envisage that there will be such a problem. If the honourable member wants to refer any particular instances to me, I am happy to have them looked at. However, we took the view that we would rely very much upon the difference between the emphasis in this Bill on sorting out property disputes which can occur even after one, two, three or four years. They are not likely to be extensive in the sense of large amounts of property, and that is why the Magistrates Court has been posed as one step in getting it resolved. In the other area of family relationships, we would, as I said, keep that under review.

The Hon. SANDRA KANCK: Subclause (3) provides that an application for the division of property must be made within one year after the end of the relationship. Why has the Government decided to make it only one year? The Family Law Act allows applications for many years after the end of a marriage, including up to a year after a divorce, whereas the ACT and Northern Territory Acts allow for two years. Why has the Government opted for such a short period of time?

The Hon. K.T. GRIFFIN: Again, it is a matter of judgment. The Government took the view that it is in the interests of the parties to get property disputes resolved early rather than let them drag on. We took the view that one year after a *de facto* relationship break up is the reasonable timeframe within which to expect someone to take action, whether it is in the Magistrates Court or elsewhere, to resolve a property dispute. The longer these things are allowed to drag on before action is taken, the more difficult it becomes to resolve issues in dispute between the parties. Although one year is the criterion, the court can extend it and that is normal practice in relation to statute of limitations provisions. There is protection there that, if it is necessary to avoid serious injustice to the applicant, there ought to be an extension and the court is at liberty to do that. My experience is that invariably the court does that, but we ought to say, 'Look, if you want to get this sorted out, you should do it quickly rather than letting it linger.'

I move:

Page 8, after line 15—insert:

(4) An application for the division of property may be made or continued by or against the legal personal representative of a deceased *de facto* partner.

(5) However, an application against the legal personal representative of a deceased *de facto* partner may only relate to property that is undistributed at the date of the application.

The amendment clarifies the situation where one party dies before property settlement. This is different from what we were talking about earlier. A claim would be able to be instituted or continued even though one of the parties dies. This will enable the property of the *de facto* partners to be distributed in accordance with the legislation unless the estate has already been distributed. The remaining property of the deceased will then be dealt with in the normal way by will or intestacy.

The Hon. CAROLYN PICKLES: The Opposition supports the amendment, which is the same as our amendment.

Amendment carried; clause as amended passed.

Clause 9—'Power to make orders for division of property.'

The Hon. SANDRA KANCK: In putting the Bill together, did the Government consider, once an application has been made to the court, the possibility of a dispute resolution or mediation phase?

The Hon. K.T. GRIFFIN: That is already part of the court processes. There is legislation in the Parliament which has passed through here and is down in the Assembly which deals with court annexed mediation, arbitration and conciliation. Most of these claims are likely to be brought in the Magistrates Court, which does have in place a mediation process. The other courts are now much more alert to that and are involved in court annexed mediation. This provides the framework and the court rules and practices themselves will seek to resolve disputes at a much earlier stage than getting to trial.

Clause passed.

Clause 10—'Matters for consideration by the court.'

The Hon. K.T. GRIFFIN: I move:

Page 5, lines 2 to 6—Leave out subclause (2) and insert—

(2) If a relevant cohabitation agreement—

(a) is a certificated agreement; and

(b) provides for the exclusion of the court's power to set aside or vary the agreement,

an order for the division of property under this part must be consistent with the terms of the agreement.

This amendment is consequential to the earlier amendment relating to certificated agreements. For the court's power to be excluded the agreement must be certificated and must include a provision excluding the court's power to set aside or vary the agreement. I notice the Leader of the Opposition has an amendment which deals with the issue of the utmost good faith. I am not sure whether she will continue to move that in the light of the earlier decision on that principle, but I can indicate in advance that I will oppose it.

The Hon. CAROLYN PICKLES: The Opposition notes that it failed to be successful with its amendment to clause 7.

As our amendment is consequential, we will not proceed with it.

Amendment carried; clause as amended passed.

Clause 11 passed.

New clause 11A—'Small claims.'

The Hon. K.T. GRIFFIN: I move:

After clause 11 insert new clause as follows:

11A. (1) If the aggregate amount claimed by the applicant on an application under this part is $5 000 or less, the application is a minor statutory proceeding.[1]

(2) To ascertain the amount claimed by an applicant on an application under this part, all monetary amounts and the value of interest in property claimed must be aggregated.

1. A minor statutory proceeding includes a proceeding declared by statute to be a minor statutory proceeding. (See definition of minor statutory proceeding in section 3(1) of the Magistrates Court Act 1991.) The characterisation of a proceeding as a minor statutory proceeding means that (subject to certain rules stated in section 3 of the Magistrates Court Act 1991) the proceeding is to be dealt with under the special rules for minor civil actions prescribed in division 2 of part 5 of the Magistrates Court Act 1991.

As drafted, the Bill does not make reference to minor civil actions in the Magistrates Court. The Government considers that claims up to $5 000 should be dealt with as minor civil actions in the Magistrates Court. This amendment provides that, where a claim is for $5 000 or less, it will be a minor statutory proceeding. This means that the matter can be dealt with as a minor civil action pursuant to the Magistrates Court Act.

The Hon. CAROLYN PICKLES: We support the amendment, which is the same as the Opposition amendment.

New clause inserted.

Clause 12—'Transactions to defeat claims.'

The Hon. K.T. GRIFFIN: I move:

Page 6—

Line 4—After 'to defeat' insert ', or has the effect of defeating,'

After line 8—Insert—

(3) In exercising its powers under this section, the court must have regard to all interests in the property to which the proceedings relate.

Clause 12 gives the court power to set aside transactions when satisfied that they have been entered into to defeat an order, unless to do so would be to prejudice the interests of a person who has acquired an interest in the property in good faith for value and without notice that the property may be subject to an application under the Act. It has been suggested that the provision is too restrictive as the court could only set aside an order if the transaction has been made with the intention to defeat an order. The provision could not be invoked if the transaction has the effect of defeating the order but the intention cannot be shown. The amendment makes it clear that transactions which have the effect of defeating an order can also be set aside. The second part of the amendment is consequential on the first part of the amendment and provides for the court to have regard to all interests in property when exercising its power to set aside transactions.

The Hon. CAROLYN PICKLES: The Opposition supports the amendment, which is the same as the amendment on file by the Opposition.

Amendment carried; clause as amended passed.

Remaining clauses (13 to 15) and title passed.

Bill read a third time and passed.

COUNTRY FIRES (AUDIT REQUIREMENTS) AMENDMENT BILL

Adjourned debate on second reading.

(Continued from 11 April. Page 1384.)

The Hon. R.R. ROBERTS: I support this Bill, which has been introduced following a suggestion from the Auditor-General to correct an anomaly that has existed for some time. Currently, on interpretation of the CFS Act, the Auditor-General must audit all sections of the CFS. As members would be aware, dozens of CFS groups exist around South Australia and, because of the provisions in the Act, the audit has been a cumbersome process. This matter is also covered by regulation which, I am advised, will take care of the requirement for individual CFS operations around the State to be audited under that process. This Bill seeks to make it very clear that the Auditor-General's responsibility is to audit the books of the Country Fire Services in South Australia and the activities of its board.

As I said earlier, this Bill has been introduced as a result of a suggestion made by the Auditor-General, which the Government has seen fit to pursue. I encourage the Government to take up the Auditor-General's suggestion, as well as suggestions he has made relating to a number of other areas, including the scrutiny of contracts, particularly the EDS and water contracts. I have much pleasure indicating the Opposition's support for the Bill—it is timely, it is necessary, and we will be moving no amendments.

The Hon. K.T. GRIFFIN (Attorney-General): I thank the honourable member for his support. It is one of those Bills that is not controversial and therefore warrants no further commentary from me.

Bill read a second time and taken through its remaining stages.

STATUTES AMENDMENT (ABOLITION OF TRIBUNALS) BILL

Consideration in Committee of the House of Assembly's amendments:

No. 1 Short title, clause 1, page 1, line 15—Leave out 'Abolition of Tribunals' and insert ''Administrative and Disciplinary Division of District Court'.

No. 2 Clause 9, page 5, line 26—Leave out all words in this line and insert:

Section 3 of the principal Act is amended—

(a) by inserting after the definition of 'degradation' the following definition:

'District Court' means the Administrative and Disciplinary Division of the District Court;;

(b) by striking out the definition of 'the Tribunal'.

No. 3 Clause 10, page 5, lines 29 and 30—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 4 Clause 12, page 5, line 35—Leave out 'ENVIRONMENT, RESOURCES AND DEVELOPMENT' and insert 'DISTRICT'.

No. 5 Clause 13, page 6, lines 3 and 4—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 6 Clause 13, page 6, lines 6 to 10—Leave out these lines and insert:

(2a) In any proceedings on an appeal, the District Court will sit with assessors selected in accordance with schedule 2.

No. 7 Clause 13, page 6, lines 11 and 12—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 8 Clause 13, page 6, lines 16 and 17—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 9 Clause 14, page 6, line 20—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 10 New clause 15A, page 6, after line 22—Insert new clause:

Insertion of schedule 2

15A. The following schedule is inserted in the principal Act after the schedule (now to be designated Schedule 1):

SCHEDULE 2

Appointment and Selection of Assessors for District Court Appeals under Part V11

1. The Minister must establish the following panels of persons who are to sit with the District Court as assessors in proceedings under Part V11:

(a) a panel consisting of persons with experience in the use and management of land used for pastoral purposes;

(b) a panel consisting of persons with a wide knowledge of the conservation of pastoral land.

2. A member of a panel is to be appointed by the Minister for a term of office not exceeding three years and on conditions determined by the Minister and specified in the instrument of appointment.

3. A member of a panel is, on the expiration of a term of office, eligible for reappointment.

4. Subject to clause 5, the judicial officer who is to preside at the proceedings must select one member from each of the panels to sit with the District Court in the proceedings.

5. A member of a panel who has a personal or a direct or indirect pecuniary interest in a matter before the District Court is disqualified from participating in the hearing of the matter.

6. If an assessor dies or is for any reason unable to continue with any proceedings, the District Court constituted of the judicial officer who is presiding at the proceedings and the other assessor may, if the judicial officer so determines, continue and complete the proceedings.

No. 11 Clause 18, page 6, lines 31 and 32—Leave out 'Environment, Resources and Development Court' and insert 'Administrative and Disciplinary Division of the District Court (the 'District Court')'.

No. 12 Clause 18, page 6, line 33—Before 'Court' insert 'District'.

No. 13 Clause 19, page 6, line 36—Leave out 'Environment, Resources and Development' and insert 'District'.

No. 14 Clause 20, page 7, lines 3 to 8—Leave out these lines and insert:

Participation of assessors in appeals

52A. In any proceedings under this Part, the District Court will sit with assessors selected in accordance with schedule 2.

No. 15 New clause 20A, page 7, after line 8—Insert new clause:

Insertion of schedule 2

20A. The following schedule is inserted in the principal Act after the schedule (now to be designated as Schedule 1):

SCHEDULE 2

Appointment and Selection of Assessors for District Court Proceedings under Part V

1. The Minister must establish the following panels of persons to sit with the District Court as assessors in proceedings under Part V:

(a) a panel consisting of persons who are owners of land used for agricultural, pastoral, horticultural or other similar purposes;

(b) a panel consisting of employees of the Department for Primary Industries.

2. A member of a panel is to be appointed by theMinister for a term of office not exceeding three years and on conditions determined by the Minister and specified in the instrument of appointment.

3. A member of a panel is, on the expiration of a term of office, eligible for reappointment.

4. Subject to clause 5, the judicial officer who is to preside at the proceedings must select one member from each of the panels to sit with the District Court in the proceedings.

5. A member of a panel who has a personal or a direct or indirect pecuniary interest in a matter before the District Court is disqualified from participating in the hearing of the matter.

6. If an assessor dies or is for any reason unable to continue with any proceedings, the District Court constituted of the judicial officer who is presiding at the proceedings and the other assessor may, if the judicial officer so determines, continue and complete the proceedings.

The Hon. K.T. GRIFFIN: I move:

That the House of Assembly's amendments be agreed to.

The amendments seek to restore the Bill to what it was when it was introduced into the Legislative Council and seek to remove the amendments made by the majority in this Council. The essence of the Bill seeks to rationalise some tribunals that are presently constituted by a judge in the District Court and others, and to place the responsibility for the resolution of appeals with the Administrative and Disciplinary Division of the District Court. The majority in the Council has determined that instead of the tribunals under the Pastoral Land Management Conservation Act and the Soil Conservation and Land Care Act comprising a judge of the District Court they will comprise a judge of the Environment, Resources and Development Court, a position which the Government rejects. The matter will quite obviously go to a conference and, in those circumstances, if I lose the motion I do not intend to divide.

The Hon. CAROLYN PICKLES: We oppose the motion. We said previously in Committee and in the second reading stage that we think that the ERD Court is the most appropriate forum for the pastoral land management and soil conservation issues which the Government sought in its legislation to send off to the Administrative and Disciplinary Division of the District Court. We will insist on the amendments moved in the Legislative Council.

The Hon. M.J. ELLIOTT: The Democrats strongly supported the amendments made in this place. We believedthat the ERD specialist court had a role as defined in those amendments. We have not changed our mind and I believe that we should insist on the amendments.

Motion negatived.

The following reason for disagreement was adopted:

Because the amendments are not desirable.

ADJOURNMENT

At 5.26 p.m. the Council adjourned until Wednesday 29 May at 2.15 p.m.