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To: NeesonM
Date: 22 January 1999 2:06pm
Subject: AWINZ

I have read through the papers giving the background on AWINZ. I find that some of the information as set out in N Wells's communications and the Deed is not entirely clear as to the relationship between AWINZ, the Council and inspectors.

If I understand it correctly, the intention is that the Council employs the inspector and pays him/her; AWINZ has a contract with the inspector to carry out his/her powers/duties in a certain manner (not clear whether there is a contract for services).

Cl 105(2)(d) currently envisages inspectors to be employees, members or volunteers of the approved organisation i.e a direct relationship. It doesn't however provide for people who are contractors of the organisation. It could be asked, if volunteers can be inspectors, then why not contractors?

If AWINZ has no service contract of any sort with the inspector then I don't see how it can fit within 105.

What about cl 123 powers?

Appendix II contains some principles that could be said to be in conflict with the stance taken in the Bill e.g RTT and hunting/fishing. Appendix VI however does not require inspectors to abide by the Institute's principles.

Appendix III para 1 states that the employer must accept responsibility for the performance of the inspector. Para 4 says that inspectors are responsible to the employer and AWINZ. Appendix VI para 1(c) says the inspector must accept lawful directions of MAF. The hierarchy is not clear. MAF should take precedence.

W.C.C. inspectors appointed s. 9(2)(a) of ADA - → exist until 1 AUG.
w/ these warrants remain valid (but WCC would be an approved org.
⇒ 2-3 mths hiatus (see transit. prov. for inspectors)
All agreed.

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