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CABINET

MINISTERIAL COMMITTEE ON ECONOMIC STRATEGY

INDUSTRIAL RELATIONS LEGISLATION

Memorandum by the Secretary of State for Employment

I was invited by E Committee, (E(81) 30th meeting), in consultation with the Lord Chancellor and the Law Officers, to consider further the proposals in my memorandum (E(81)103) for bringing immunities for trade unions into line with those for individuals and to report back. I was also invited to consider further, in consultation with these Ministers, the proposal for employees to "join" trade unions in closed shop actions and, in consultation with the Secretary of State for Environment as well, the proposals for action on union labour only requirements in contracts.

2. In the time available it has not been possible for me to have discussions with these Ministers personally. My officials have however discussed the issues with their officials and in the light of these consultations have prepared the 3 Annexes attached.

IMMUNITY FOR TRADE UNION FUNDS

3. As regards restricting the immunity for trade unions, E Committee sought further guidance on the difficult legal issues involved and how my proposals would work in practice. Both

these questions are discussed in Annex 1.

4. The most important legal difficulty is how to define when trade unions are to be liable for the unlawful acts of their officials. For the reasons set out in the Annex, I believe that my original proposals for defining vicarious liability offer the most promising basis for consultation although these would need to be worked out in detail with the Parliamentary draftsmen.

5. Annex 1 also assesses the likely impact of my proposals. A reduction in the immunity for trade union funds will be bitterly resisted by the trade union movement and may well increase the chance of a militant trade union defying the law in order to provoke a confrontation with the Government. On the other hand there is unlikely to be a more favourable time to make this major change which is generally recognised to be right in principle. I believe that we should not let this opportunity pass.

JOINDER IN CLOSED SHOP DISMISSAL CASES

6. I was asked to look again at my proposal that in a closed shop dismissal case the dismissed person himself should be able to "join" the union in the proceedings; and to consider in particular the possibility of "automatic joinder".

7. For the reasons set out in Annex 2 I have concluded that "automatic joinder" is not a practicable proposition. I have, however, proposed two changes to my original proposal. I believe the first of these removes the main legal difficulty which was identified at our previous meeting; and that the second increases the likelihood that some part of the compensation for the dismissed employee will come out of union funds.

UNION LABOUR ONLY REQUIREMENTS IN CONTRACTS

8. I have also, as requested by E Committee, re-examined my proposals for making unlawful union labour only requirements in contracts and I am satisfied that they are workable and that an acceptable alternative to them is available. As my memorandum acknowledged, the measures proposed can not be expected to eradicate these undesirable practices overnight. But that is the reason for us not to make a start. It is important to remember that this is one of the fields in which employers and the public generally are particularly looking to us for action. We shall

however only succeed in eliminating these practices over time if as Annex 3 indicates, there is a serious and sustained effort to do so by all parts of Government concerned with local authorities and nationalised industries where these practices are particularly prevalent.

DEPARTMENT OF EMPLOYMENT
6 November 1981

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ANNEX 1IMMUNITY FOR TRADE UNION FUNDS

1. The proposal in E(81)103 (paras 10-11 and Annex 1 paras 22-25) was that the immunity for trade unions in section 14 of the Trade Union and Labour Relations Act 1974 should be brought into line with the immunity for individuals in section 13.
2. The main effect of this would be to make trade unions themselves liable to be sued in tort when they are responsible
 - (i) for unlawful acts which are not "in contemplation or furtherance of a trade dispute" (eg political strikes); and
 - (ii) for action which is unlawful for individuals by virtue of the limitations to section 13 in the Employment Act 1980 (ie secondary picketing, indiscriminate secondary action and industrial action to compel union membership) and any amendments which may be made in future (eg industrial action in pursuit of union labour only requirements).
3. E Committee asked for further guidance on the difficult legal issues involved in implementing this proposal and on how it might work in practice.

Vicarious liability

4. The main problem is how to define when trade unions are to be held vicariously liable for torts committed by their officials and members.

5. One possibility would be to give no guidance on vicarious liability in legislation. This would have the advantage that it would leave the courts to apply such common law rules as there are for deciding vicarious liability in other contexts. But it would create the same uncertainty as existed between 1971 and 1974 when the courts had great difficulty in such cases as Heatons and General Aviation Services - in deciding when unions were responsible for the unlawful acts of their shop stewards. There would be a risk of conflicting judgements - particularly in the first few years of operation. Except in cases of clear cut official strikes, unions and employers would be in considerable doubt about what had to be done to avoid or establish liability. Attention was drawn to these problems in the Green Paper on trade union immunities and the proposals are likely to be severely criticised if they do not attempt to tackle them.

6. The alternative is to put some specific guidance in legislation. There are two ways of approaching this.

7. The first is to provide that a union is always to be held responsible for the acts of its officials and members unless it has taken positive steps to stop the acts complained of. This is, however, open to the serious objection that it cuts across the well established principle, derived from common law, that an organisation should not be held responsible for the unlawful acts of its officials or members if it has not authorised or ratified them.* The principle was enunciated by Lord Scarman in the General Aviation Services case:

"Justice would appear to demand that to establish liability against the union there should be some evidence that some person or committee claiming to represent the union had authorised or ratified the action complained of".

*except that employers are liable for the unlawful acts of employees committed in the course of their employment.

8. A second approach - which formed the basis for the proposals in E(81)103 - is to build on the principles developed by Lord Scarman in the General Aviation Services case: to say in legislation that where torts are committed by trade union officials the trade union will be held vicariously liable only if:

- (i) the national executive of the union has specifically authorised or ratified the action complained of; or
- (ii) the subordinate body or official of the union whose action is complained of had authority for the action under the rules of the union or is acting on instructions from a body or official who has such authority and its or his action has not been repudiated by a more senior authoritative body or official of the union.

9. This would put into legislative form the tests of vicarious liability which the courts developed in cases under the Industrial Relations Act. It would provide guidance to employers and unions on how liability might be established. It would mean that a union was not held liable where the action was clearly unofficial and not the responsibility of the union.

10. It would not, however, deal with the situation where there is uncertainty about the status of the action. It may often not be possible to ascertain from the union rules whether a particular official or body has the authority to call industrial action. In the Heatons and General Aviation Services cases, the courts were driven to such inherently imprecise concepts as "general implied authority" and custom and practice of the union in deciding whether the TGWU was liable for the acts of its shop stewards.

11. For this reason it is considered desirable to go beyond (i) and (ii) above and to try to deal in legislation with the situation where union liability cannot be established from the unions rules. There are two possibilities.

12. The first is to say that a union is to be liable only if the rules specifically confer authority on the officials calling the unlawful action. But this would enable a union - without any positive action on its part - to escape liability in almost all cases of unofficial action. It would virtually sanction the obscure and unsatisfactory nature of many union rule books.

13. The alternative is to say that where the courts find that the rules do not clearly establish whether an official is acting within the authority of the union, they will be required automatically to find the union liable unless an authoritative body of the union has specifically repudiated the action. This was the basis of the third leg of the proposals on vicarious liability in E(81)103 i.e. that unions should be liable for the unlawful action of its officials "if it is unclear from the union rules (either because of their silence or ambiguity) that the body or official had such authority and the tort was committed by the body or official while acting in an official capacity and a more senior authoritative body or official of the union had not repudiated it".

14. This avoids some of the uncertainty which arose under the 1971 Act without enabling the unions to escape liability simply because their rules are silent or obscure. A trade union which is concerned about its potential liability has the option of repudiating unofficial action when it occurs, or of changing its rules to make it clear who has the authority to call industrial action.

15. Further work will need to be done on the details of this proposal. There will undoubtedly be further refinements in the course of drafting. But this seems the most promising basis on which to hold consultations.

How the proposals would work

16. Bringing section 13 and 14 into line will make unions as well as individual officials liable to be sued in the High Court. An employer who is damaged by unlawful action will have to decide in the circumstances and on the basis of legal advice whether to proceed against the union or the individual organisers or both. (The scope for individual martyrdom may be reduced by exposing union funds but it cannot be eliminated in this way because an employer may often be advised to proceed against the individual as well as the trade union.)

17. The first step is normally the hearing of an application for an interlocutory injunction to get the unlawful action stopped. The Court will usually hear such an application quickly on the basis of affidavit evidence and without a full hearing of the case. It is required, however, to give the defendant union or individual the opportunity of being heard and to consider the likelihood of the trade dispute immunity being established at a full hearing of the case. Thus where a trade union is being sued the Courts will normally be required at the hearing of the interlocutory injunction, to take a view of the union's vicarious liability in accordance with the legislative provision or the common law.

18. If unlawful action continues after the granting of an injunction, it is open to the plaintiff to complain to the Court and so to begin proceedings for contempt. The union (or individual) against whom the injunction was granted will need to convince the Court that it has taken all reasonable steps to get the unlawful action stopped. Failure to comply with an injunction may result in fines. Persistent refusal to comply or to pay fines for contempt may lead to the seizure of the union's assets or the imprisonment of the individual. The Court is normally reluctant to take the latter step and will only do so in extreme cases.

19. After the granting of an injunction it remains open for an employer to proceed with an action for damages. An employer may often agree to discontinue an action as part of a settlement of a dispute. But if he does proceed, this will ultimately mean a full hearing of the case - often some months or even years after the original dispute has been settled. Perhaps for this reason, actions for damages rarely come to trial in these dispute cases.

20. E(81)103 proposed that there should be a statutory limit on the damages which could be awarded against a trade union in any one case according to the size of the union involved. Inevitably such a limit is arbitrary and cuts across the legal principle that someone who is damaged by unlawful action should be allowed to recover up to the full amount of his loss from the individual or organisation which has acted unlawfully. However, without such a limit the proposals will be regarded as an attempt to bankrupt unions and may do so in some cases.

21. Alternative formulas based on, for example, a union's total assets, annual income, rates of strike pay or membership dues have been examined but found to be unsatisfactory. The proposal in E(81)103 will mean that in a case of unlawful industrial action organised by a trade union each employer who is damaged will be able to claim compensation up to the prescribed limit. There remains the possibility, therefore, that even with the proposed limit a union may face large claims for damages if several claims arise from one instance of unlawful action. The Industrial Relations Act 1971 contained a broadly similar limitation on damages.

The likely effects of the proposal

22. Reducing the immunity for trade unions on the lines proposed is likely to be most directly relevant to official strikes where it is clear that the union is organising the unlawful action. For example, it would have enabled

Express Newspapers to proceed against the print unions on the TUC's "day of action" rather than, as they did, against the General Secretaries; Duport Steels and the other private steel producers in the steel strike to proceed against the ISTC rather than the General Secretary and national executive; and the owners of the 'Nawala' to sue the ITF and TGWU rather than their officials.* It can be argued that in practice there is little difference between being able to proceed against the union, rather than the General Secretary or other senior official. But the knowledge that union funds may be at risk in a subsequent action for damages will be an additional deterrent to the union from organising unlawful action (such as secondary picketing or secondary action or in future industrial action falling outside the definition of a trade dispute).

23. The effect on unofficial action which is unlawful is much less certain. Unions may become more cautious about associating themselves with or supporting unofficial action if they fear that thereby their funds will be at risk. In some cases open repudiation may discourage unofficial elements in the union from taking unlawful action; in other cases (eg where the breakdown of union authority is far advanced) it may not. On the other hand it may reduce the willingness of unions to intervene in unofficial action and hence weaken the union's internal authority; but to the extent that unions change their rules to clarify the lines of authority the effects could be beneficial.

24. Ultimately the success of this proposal depends on the willingness of the trade unions to obey the law. The extent to which they will be prepared

* In the steel case the injunction was observed. The injunctions obtained by Express Newspapers were not obeyed (and Express Newspapers lost 2 days' issues rather than the one day's loss suffered by the rest of Fleet Street). The Nawala had sailed before the injunction was obtained.

to do so is a matter of judgement. The immunity for trade union funds has great emotional and symbolic significance for the trade union movement. Its reduction will be bitterly fought. While unions are generally abiding and moderate union leaders may try to avoid confrontation, there are certain to be some militants who will regard the new legislation as an opportunity to challenge the Government by defying the law.

25. The ability of unions to sustain a policy of non-co-operation over a period must be questionable. In 1972 in the Heaton's case the NIRC had quickly to modify its policy of non-compliance with the 1971 Act in order to argue its case before the courts and avoid fines for contempt. Unlike the AUEW in the Con Mech case in 1974 never recognised the orders of the National Industrial Relations Court, their attitude was almost certainly influenced by the imminent abolition of the NIRC and repeal of the 1971 Act by the newly elected Labour Government.* Nevertheless both these cases brought the industries concerned - the docks and the engineering industry respectively - to the verge of a national strike. In the short term a reduction of the section 14 immunities could be expected to increase the chances of such a confrontation occurring again.

* The union's refusal to pay damages of £47,000 led in April 1974 to the NIRC ordering the seizure of all the union's assets. The union responded by calling a national strike which was only averted by a group of anonymous donors paying the fines and compensation owed by the union.

ANNEX 2

JOINDER IN CLOSED SHOP DISMISSAL CASES

1 The proposal in E(81)103 (para 6(b) and Annex 1, para 13 to 15) was that in a closed shop dismissal case the dismissed person should be able to "join" the trade union in the proceedings on the grounds that it had contributed to his dismissal. (At present only the employer can so join a trade union).

2 The view was expressed at E Committee that such a provision was likely to prove ineffective because the individual would have no incentive to "join" the union in the proceedings as he would be able to recoup the full amount of compensation from the employer alone. Doubts were also expressed as to how tribunals would be able to assess relative blame in cases of joinder by employees. E Committee asked that the alternative possibility of automatic joinder be examined.

3 The two most promising variants of automatic joinder have been examined in depth and are set out below.

Proposal A

4 Under this proposal tribunals would be required in every case where they have found a closed shop dismissal to be unfair to consider whether dismissal was induced by pressure on the employer

from a trade union or other person. Where such pressure was established the tribunal would then be able to order the union to contribute an appropriate proportion of the total compensation.

5 The main advantage of the proposal is that the question of trade union involvement would have to be considered in every case of unfair dismissal in a closed shop. The objections to the proposal, however, are

1) that it is unprecedented in English law for proceedings to be brought against a party (in this case the union) without a complaint having been made by another party. This situation could, however, occur frequently under the proposal in cases where neither the employer nor the employee wished to see the union involved in the proceedings.

2) the putting of pressure by a union on an employer to dismiss in a closed shop case may not in itself be an unlawful action. Unions would under the proposal effectively be on trial for a lawful act despite the fact no other party to the proceedings wished to have the question of pressure raised*.

3) in the many cases where neither the employer nor the employee wished to present any evidence to the tribunal in relation to union pressure, the tribunal would necessarily have to adopt an inquisitorial role. This would be a radically new departure for tribunals.

*It could be argued that S10 of the Employment Act 1980 joins the union where there is no unlawful act as such. However in those cases the union's action is clearly objectionable and what is more joined is by the employer who has been directly subjected to the pressure.

Proposal B

6 This proposal seeks to avoid the difficulty that the putting of pressure on an employer to dismiss in a closed shop case may not itself be unlawful by initiating a new cause of action (in effect a new statutory wrong only actionable in industrial tribunals). This would consist of the putting of pressure on an employer to dismiss an employee in a closed shop in a situation where dismissal is unfair under the legislation. In effect this would be akin to an unfair industrial practice under the 1971 Industrial Relations Act. Where an employee wished to bring a case of unfair dismissal on grounds of non-membership in a closed shop against an employer he would be required by law also to bring an action against the union concerned for unlawful pressure to dismiss. Both would be heard by an Industrial Tribunal at the same hearing.

7 The main advantage of this proposal as compared with Proposal A is that there would be an unlawful act to be tried and therefore a much sounder basis in law for the proceedings. In addition, as with Proposal A, the union would be automatically brought into every case of unfair closed shop dismissal. The objections to the proposal are partly the same as those to Proposal A. In particular the objections set out in paragraphs 5(1) and 5(3) apply to some extent to Proposal B. In addition, however, Proposal B has the following disadvantages.

(1) It would mean creating a new cause of action completely outside the mainstream of the existing unfair dismissal law. This would be bound to become a major focus of opposition to the Government's proposals.

(2) It may well be unclear at the outset of an unfair dismissal case whether the grounds for dismissal are non-membership in a closed shop or some other unconnected reason (eg behaviour). This may very well involve unions in many cases where it transpires that dismissal was in fact for reasons unconnected with a closed shop agreement.

(3) The relationship between the unlawful pressure and unfair dismissal cases would be, at best, complex. It would need to be established, for example, whether the same evidence could be admissible in both cases and also how the remedies under both heads would be related. No doubt these and similar points could be overcome but they would be bound to require fairly detailed and lengthy legislative provisions.

Other Options

8. There are no doubt other variants of automatic joinder which could be constructed. However, all seem likely to suffer from at least some of the major objections set out above. In particular any provision will always, by its automatic nature, involve the bringing of proceedings against a third party where no other party to the dispute wishes this to be done or where there is no evidence of

trade union pressure. It seems equally inescapable that any automatic joinder provision will mean industrial tribunals having to adopt an inquisitorial role where neither employer nor employee of his own volition raises the question of union pressure.

Proposed Modifications to the Proposal for Employee Joinder

9. The proposal that in closed shop dismissal cases the dismissed person himself should be able to "join" the union in unfair dismissal proceedings has been re-examined to see how it might be modified to overcome the difficulties identified at 'E' Committee on 29 October. Two changes are proposed. The first is that an employee who joins the union in proceedings should have to show, in order to establish that the union has contributed to dismissal, that the union exercised pressure (ie industrial action or the threat of it) on the employer to dismiss. This would replace the earlier proposal requiring the employee to show only that the union was party to the closed shop agreement and has consented to the dismissal. The change places the proposal on a sounder legal basis already established in the 1980 Act in relation to joinder by employers. The change should make it easier for tribunals to assess relative blame and the appropriate contribution from the union in respect of compensation, in the same way as they would now in a case of employer joinder.

10. Secondly it is proposed that where a union is found, following joinder by either employer or employee, to have

contributed to dismissal, its contribution to the compensation should be payable direct to the employee instead of, as now with employer joinder, to the employer who remains ultimately liable to the dismissed employee for the full sum. Relieving employers in this way of any liability to pay the union's contribution to the total compensation should encourage them to join unions in proceedings more often than now. They will also be encouraged to do so by the substantially increased sums of compensation in closed shop cases, for which they will be wholly liable unless they can show that the union contributed to the dismissal.

11 Neither of the proposed changes increases the likelihood of employees, as opposed to employers, using the joinder provision. That, like the original proposal in E(81) 103, no financial advantage is to be gained by 'joining' the union. However, dismissed employees may not be motivated primarily by financial considerations. Some may recognise that their former employer's actions have been forced on him by union pressure and therefore wish to lay responsibility against the party whom they feel to be responsible for their dismissal - namely the union. The second of the proposed changes ensures that the union can be forced by the individual to pay up in such cases.

ANNEX 3UNION LABOUR ONLY REQUIREMENTS

1. E Committee wished the proposals in E(81)103 (paras 7-9 and Annex 1 para 21) to be re-examined to see whether they would be workable and whether there was no better option available for dealing effectively with the problem.

Action against employers

2. The proposal in E(81)103 was that legislation should provide that

(i) any clause in a contract for the provision of goods or services requiring in connection with the performance of that contract the employment only of persons who are or who are not (as the case may be) members of a union should be void;

(ii) discrimination in inviting tenders for, offering, placing or making contracts for the provision of goods or services on the grounds that anyone employed in connection with the performance of the contract should or should not be a member of a trade union should be unlawful.*

3. The first provision would make it impossible for the parties to a contract to enforce at law any union labour only

* The asterisk which appeared at the end of para 21(ii) on page 5 of Annex 1 was a mistake. The footnote was intended to refer only to 21 (iii) and (iv)

requirements. It would not, therefore, be possible for the employer who had awarded the contract to sue for breach of contract a contractor who refused to observe the union labour only requirement or to terminate the contract on the grounds that the contractor was not observing a union labour only clause. Such a situation is not likely to arise very often, because where a contractor is willing to sign a contract containing a union labour only requirement, he will usually also be prepared to observe it.

4. Although its practical significance would not be very great, it is arguable that there would be considerable political and presentational advantages in being seen to deal specifically in legislation with union labour only clauses in contracts - which are perceived to be the main problem. It would be desirable for the Government to be able to say unequivocally that from the date of Royal Assent future union labour only requirements in contracts are unenforceable at law.

5. The second and more significant provision would give someone who was damaged by such discrimination (eg primarily an employer who failed to get a contract because he could not satisfy a union labour only requirement) the right to proceed against the employer in the Courts either for a

declaration of unlawfulness, an injunction to stop the unlawful discrimination or for damages. In the case of discrimination by local authorities it would also be possible to seek an order of mandamus requiring the Council to invite tenders in conformity with the law.

6. It may be difficult in some cases for a contractor to make use of these provisions:

(i) Discrimination is notoriously difficult to prove. All kinds of factors may govern the awarding of contracts. It may on occasion be difficult to show that discrimination against the non union firm was a determining one.

(ii) Even where discrimination is clearly being practised the contractor may have difficulty in establishing a basis of action ie in showing that he has in fact suffered directly as a result of discriminatory practices.

(iii) There are likely to be particular problems for the contractor in establishing (and for the Courts in assessing) loss where the discrimination is in the inviting of tenders for contracts and no contracts have been awarded.

7 Nevertheless, these difficulties will not arise in all cases. There will be contractors who can establish that they have suffered loss as a result of discrimination against non-union firms. Where they cannot show actual loss they may nevertheless be able to establish sufficient grounds to seek an injunction or order of mandamus restraining the unlawful discrimination. If such an injunction or order is disobeyed, the employer or Council concerned will run the risk of proceeding for contempt of court. Furthermore the deterrent effect of these proposals is important. The risk that a contractor may proceed against a local authority or company for discrimination should help to discourage the use and spread of union labour only requirements. This may be particularly so in local authorities where an award of damages against the Council for unlawful discrimination in the awarding of contracts may provide grounds for the intervention of the District Auditor and the surcharging of individual councillors.

Action against trade unions/employees

8 E(81)103 proposed that
 (iii) any pressure - including industrial action or the threat of it - to force someone to include union labour only clauses in contracts or to discriminate as in (ii) above should be unlawful*;

*ie should have no immunity under S13 of the 1974 Act

(iv) any industrial action which interferes with the performance of a contract primarily on the grounds that those employed to perform that contract are or are not union members should be unlawful.*

9 Where a trade union or union organiser had taken or threatened industrial action against an employer to put pressure on him to include union labour only requirements in a contract, (iii) would provide a cause of action for those damaged by such industrial action ie principally the employer who was being pressed to discriminate. Where a trade union or union organiser subsequently frustrated the performance of a contract, (iv) would similarly provide a cause of action for those damaged by the industrial action ie principally the contractor who was seeking to fulfil the contract and in some cases also the employer of the employees taking the industrial action.

10 These provisions appear to be workable. In each case they would provide a basis for action for those whose contracts of employment or commercial contracts were being interfered with. The wider industrial relations implications of these proposals, particularly (iv), have already been discussed in E.

Other options

11 In order to overcome the difficulties for contractors in making use of (i) and (ii) above it would be possible to give

*ie should have no immunity under S13 of the 1974 Act

some body or person (on the analogy of the Commission for Racial Equality or Equal Opportunities Commission) the task of investigating alleged cases of discrimination and proceeding against the offending party. But this would be an unduly burdensome and bureaucratic solution.

12 Similarly any solution limited to local authorities would be incomplete; though local authorities may be the worst, certainly the most blatant, offenders the practice of union labour only requirement is also widespread among nationalised industries and elsewhere. The proposals will, however, apply equally to local authorities as to other bodies and as was noted above, the power to seek orders of mandamus against the Council and the possibility that the District Auditor may become involved will be an added deterrent to discrimination by local authorities. It may also be possible to include in the legislation a specific requirement that local authority standing orders relating to contracts should be in conformity with the requirements of the general provisions of the law on discrimination.

13 The proposed measures (i) to (iv) are unlikely by themselves to eradicate all union labour only practices. This will take time and is likely only to be achieved by a concerted effort by all concerned. Therefore the approach through

legislation needs to be reinforced in at least three ways:

(i) the Director General of Fair Trading is considering an investigation of certain local authorities on the grounds that their requirements for the use of union labour only constitutes an anti-competitive practice. It would be highly desirable for him to conduct such an investigation.

(ii) it would likewise be desirable to include an examination of these practices in the review which is shortly to be conducted into the dlo legislation by the Secretary of State for the Environment.

(iii) all Departments responsible for nationalised industries, local authorities and others who are known to engage in these practices should continue to use their influence with them to abandon them.

Department of Employment

6 November 1981

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