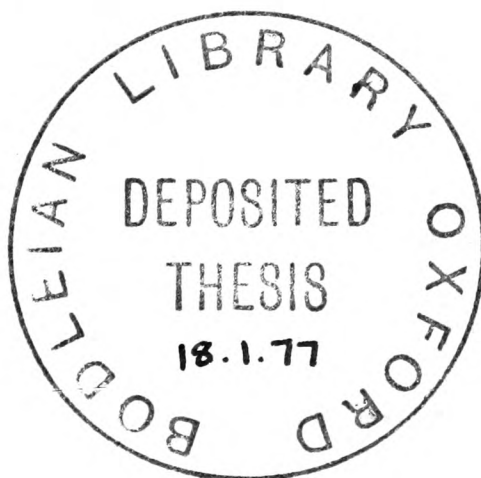


INTER-UNION MEMBERSHIP DISPUTES
AND THEIR RESOLUTION
BY THE DISPUTES COMMITTEE OF THE TRADES UNION CONGRESS

by

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ABSTRACT

The accepted starting point for an analysis of inter-union conflict in Britain is the multiplicity of unions in single industrial settings. This is at once valid and potentially misleading. It is valid because with only one union in any industrial setting, the chances for inter-union friction occurring would be limited to those instances where one industrial setting interacts with another. It is misleading when remedial and academic efforts are designed solely with a view to effecting a reduction in the number of unions in an industrial setting. One commentator, for instance, has proposed the amalgamation of the three largest unions in Britain.¹ Others have argued that the major unions should divide organisational rights in plants in which they cumulatively have organisational dominance. Plant A would go to Union X; Plant B to Union Y; Plant C to Union Z; and so on.²

These proposals were made in the last decade. For the most part, they have not been implemented. The present study will not ignore the wisdom of an analysis of inter-union disputes which describes multi-unionism as a necessary pre-condition, but it will focus on a more functional aspect of inter-union conflict. The immediate causes of inter-union disputes concern us here; that is to say, those aspects of industrial life which

¹ H.A. Turner, 'British Trade Union Structure: A New Approach?', British Journal of Industrial Relations, II (1964), 165.

² J. Lovell and B.C. Roberts, A Short History of the T.U.C. (London: Macmillan, 1968), pp. 180-181.

in fact provoke conflict between unions. Of course, these industrial events only gain in meaning in a multi-union context, but that context will be assumed. In addition to examining the immediate causes of inter-union disputes, this study focuses on a method by which to resolve them - the Disputes Committee of the Trades Union Congress. Accordingly, this study does not approach the subject of inter-union disputes with a view to their elimination through the reforming and restructuring of trade unions and collective bargaining so that only one union is present in single industrial settings. Rather than concentrate on the elimination of inter-union disputes, this study examines the more immediate causes of these disputes and further examines the role of the Disputes Committee in resolving them once they have arisen.

Inter-union disputes arise over a variety of issues. In its evidence to the Royal Commission on Trade Unions and Employers' Associations, the Trades Union Congress classified inter-union disputes as being of four types. These include disputes over membership, demarcation of work, representational rights (which unions should compose the trade union side of negotiating or consultative machinery or which union should be recognised individually), and policy (including wage claims).¹ The present study is particularly concerned with the first type: inter-union disputes over membership. This will not be to the exclusion, however, of references to the other sorts of disputes where relevant.

¹ Trade Unionism (London: Trades Union Congress, second edition 1967), pp. 167-168.

Disputes between unions over membership are simply those which arise over the question of union representation; that is, conflicts over which union ought to be representing a particular worker or group of workers by means of having that worker or group of workers in membership. Such a dispute may take one of two forms: it may involve an instance where one union allegedly has enrolled a member of another union, or wishes to enrol him in the future; or, it may concern a trade union organising in an industrial unit where there is another trade union also making a claim for organisational rights. This study labels the first form a transfer dispute and the second form an organisational dispute.

Part I of this thesis approaches inter-union disputes over membership by viewing them in their industrial context. This study does not attempt to present a balanced and complete account of inter-union relations in Britain. Nor does it attempt to measure precisely the incidence of inter-union disputes in different parts of British industry. Rather, Part I attempts to provide some ideas and concrete examples regarding the nature and sources of inter-union membership disputes which involve in their resolution senior trade union officers and perhaps the Disputes Committee of the TUC.

Chapters One, Two, and Three describe, respectively, how officers, members, and groups of members contribute to inter-union membership conflict. Chapter Four concentrates on a specific type of inter-union dispute - the promotion dispute. Chapter Five is concerned with the institutional premium placed by trade unions on expansion, and with how

that expansion often leads trade unions into controversial areas of organisation. Chapters Six and Seven focus on environmental factors which play a role in inter-union conflict. The subject of Chapter Six is collective bargaining arrangements, while Chapter Seven centres on management decision-making and on evolutionary considerations which influence and change industries and occupations. Chapters Eight and Nine present two conventional responses to inter-union conflict - amalgamations and inter-union agreements, respectively - and analyse the extent to which they can favourably affect inter-union relations.

Part II of this thesis examines Disputes Committee decision-making. As will become clear, a principle is emerging from the Committee's adjudication of transfer disputes. Whereas in the decade and a half following World War II membership transfers were not approved by the Committee, it has become increasingly true since then that where a union requests a membership transfer from another union but is refused, and where the requesting union 1) is faithful to the TUC's transfer procedures, 2) is organisationally dominant in the industrial unit concerned, and 3) is the possessor of negotiating rights in the unit, then the transfer will be approved by the Disputes Committee. Moreover, where the requesting union cannot summon up all three of these factors in support of its argument, it has happened in some cases that the Committee has found one or two of the factors to be sufficient. While no such overriding principle is emerging in organisational disputes, Disputes Committee adjudication has been fairly consistent, as will be described, in which of two or more types of competing organi-

sational claims it has favoured in an organisational dispute.

Part II begins in Chapter Ten by presenting the TUC's Rules which pertain to inter-union dispute resolution, the Disputes Principles, and the procedures of the Disputes Committee. Chapter Eleven analyses Disputes Committee decisions in transfer disputes, and Chapter Twelve does the same for organisational disputes. Chapter Thirteen discusses the implementation of Disputes Committee awards, and Chapter Fourteen concludes this thesis by examining the utility and effectiveness of the Disputes Committee for purposes of resolving inter-union disputes.

PREFACE

Much of the information upon which this thesis is based was gathered from interviews I conducted with senior trade union officers. The officers who were interviewed are listed in Appendix B. Their comments which I have recorded in this thesis are to be considered valid only as to the date on which they were made. Also, since a promise of confidentiality was made to each officer interviewed, their comments should be considered privileged. I am obligated to these officers for giving freely of their time and their experiences while discussing the subject of my thesis with me.

For providing helpful supervision throughout the development of this thesis, and for not once being overbearing while doing so, I am indebted to Dr. M.R. Freedland, Fellow of St. John's College and University Lecturer in Labour Law. Moreover, the seminars run by Dr. Freedland in conjunction with Mr. P.L. Davies of Balliol College and Lord McCarthy of Nuffield College have been a constant source of instruction during my time in Oxford.

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LIST OF ABBREVIATIONS

ABAS	Association of Broadcasting and Allied Staffs
ACTAT	Association of Cinematograph, Television and Allied Technicians
AEU	Amalgamated Engineering Union
APAC	Association of Patternmakers and Allied Craftsmen
APEX	Association of Professional, Executive, Clerical and Computer Staff
ASLEF	Associated Society of Locomotive Engineers and Firemen
ASTMS	Association of Scientific, Technical and Managerial Staffs
ATTI	Association of Teachers in Technical Institutions
AUEFW	Amalgamated Union of Engineering and Foundry Workers
AUEW	Amalgamated Union of Engineering Workers
BAEA	British Actors Equity Association
CATU	Ceramic and Allied Trades Union
CBI	Confederation of British Industry
COA	Court Officers Association
COHSE	Confederation of Health Service Employees
CPSA	Civil and Public Services Association
CSU	Civil Service Union
CWU	Chemical Workers Union
Disputes Principles	TUC Principles Governing Relations Between Unions (Bridlington Principles)
EETPU	Electrical, Electronic, Telecommunication and Plumbing Union

ETU	Electrical Trades Union
GLCSA	Greater London Council Staff Association
HDEU	Heating and Domestic Engineers Union
IRSF	Inland Revenue Staff Federation
ISTC	Iron and Steel Trades Confederation
NALGO	National and Local Government Officers Association
NASD	National Amalgamated Stevedores and Dockers Society
NGA	National Graphical Association
NSOPA	National Society of Operative Printers and Assistants
NSOPGMP	National Society of Operative Printers, Graphical and Media Personnel
NUAAW	National Union of Agricultural and Allied Workers
NUBE	National Union of Bank Employees
NUGMW	National Union of General and Municipal Workers
NUJ	National Union of Journalists
NUM	National Union of Mineworkers
NUPE	National Union of Public Employees
NUR	National Union of Railwaymen
NUVB	National Union of Vehicle Builders
POEU	Post Office Engineering Union
PTU	Plumbing Trades Union
Royal Commission	Royal Commission on Trade Unions and Employers' Associations, 1965-1968
SAGA	Staff Association General Accident
SCS	Society of Civil Servants
SLADEPW	Society of Lithographic Artists, Designers, Engravers and Process Workers

SOGAT	Society of Graphical and Allied Trades
TASS	Technical and Supervisory Section (Amalgamated Union of Engineering Workers)
TGWU	Transport and General Workers Union
TSSA	Transport Salaried Staffs Association
TUC	Trades Union Congress
TUC <u>Ann. Rep.</u>	<u>Annual Report</u> of the Trades Union Congress
TWU	Tobacco Workers Union
UCATT	Union of Construction, Allied Trades and Technicians
UKW	Union of Kodak Workers
URTU	United Road Transport Union
USDAW	Union of Shop, Distributive and Allied Workers

TABLE OF INTER-UNION DISPUTES HEARD BY THE DISPUTES
COMMITTEE OF THE TRADES UNION CONGRESS* (1950-1974)

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Structural Workers, 1953 TUC Ann. Rep. 102.

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Structural Workers, 1954 TUC Ann. Rep. 98.

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1959 TUC Ann. Rep. 99.

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Technicians, 1962 TUC Ann. Rep. 97.

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Structural Workers, 1962 TUC Ann. Rep. 99.

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Technicians, 1963 TUC Ann. Rep. 109.

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INTRODUCTION

The purpose of this introduction is to consider the scope and the methodology of this study and to develop a conceptual framework which will assist in comprehending the work which follows. It will be assisted in these respects by two further introductions which precede Parts I and II of this thesis.

I. The Scope of the Study

The accepted starting point for an analysis of inter-union conflict in Britain is the multiplicity of unions in single industrial settings. This is at once valid and potentially misleading. It is valid because with only one union in any industrial setting, the chances for inter-union friction occurring would be limited to those instances where one industrial setting interacts with another. It is misleading when remedial and academic efforts are designed solely with a view to effecting a reduction in the number of unions in an industrial setting. One commentator, for instance, has proposed the amalgamation of the three largest unions in Britain.¹ Others have argued that the major unions should divide organisational rights in plants in which they cumulatively have organisational dominance. Plant A would go to Union X; Plant B to Union Y; Plant C to Union Z; and so

¹ H.A. Turner, 'British Trade Union Structure: A New Approach?', British Journal of Industrial Relations, II (1964), 165.

on.¹ Moreover, the Royal Commission on Trade Unions and Employers' Associations argued both for more union mergers and for more agreements between unions on recruiting and negotiating rights. These agreements would grant only one union the right to recruit within specific grades and plants.²

These proposals were made in the last decade. For the most part, they have not been implemented. The present study will not ignore the wisdom of an analysis of inter-union disputes which describes multi-unionism as a necessary pre-condition, but it will focus on a more functional aspect of inter-union conflict. The immediate causes of inter-union disputes concern us here; that is to say, those aspects of industrial life which in fact provoke conflict between unions. Of course, these industrial events only gain in meaning in a multi-union context, but that context will be assumed. In addition to examining the immediate causes of inter-union disputes, this study focuses on a method by which to resolve them - the Disputes Committee of the Trades Union Congress. Accordingly, this study does not approach the subject of inter-union disputes with a view to their elimination through the reforming and restructuring of trade unions and collective bargaining so that only one union is present in single industrial settings. Rather than concentrate on the

1 J. Lovell and B.C. Roberts, A Short History of the T.U.C. (London: Macmillan, 1968), pp. 180-181. Throughout their book, Lovell and Roberts provide glimpses of another suggested reform of British trade unionism which would have minimised inter-union conflict if adopted - industrial unionism.

2 See Report of the Royal Commission on Trade Unions and Employers' Associations, 1965-1968, Cmd. 3623 (London: Her Majesty's Stationery Office, 1968), pp. 181-183, paras. 679-685. Accepting that the elimination of multi-unionism would not occur immediately, the Royal Commission proposed greater multi-union cooperation as well. Ibid. pp. 185-186, paras. 692-695.

elimination of inter-union disputes, this study examines the more immediate causes of these disputes and further examines the role of the Disputes Committee in resolving them once they have arisen.

Unions enter into disputes with each other on a range of issues, not all of which are the concern of this study. Most fundamental of these issues is that of representation, for as far as trade unions are concerned all else follows from the representation of working people. An integral element in the concept of representation is membership, and it is on disputes over this basic idea that the present study concentrates. At issue in disputes over membership is the following question: which union ought to have in membership a particular worker or group of workers? Inter-union membership disputes are further defined in the Introduction to Part I.¹ At present, it is necessary to move to an explanation of the methodology utilised in this thesis.

II. The Methodology

The Disputes Committee of the Trades Union Congress in one form or another has been resolving inter-union disputes for over fifty years. Despite being quite active, indeed hyper-active in recent years, the Disputes Committee has not been subject to analysis of any depth for a decade and a half. In fact, the major previous examination of the Committee's adjudication of

¹ See, infra, pp. 17-20.

inter-union disputes constituted merely a chapter in a book. Moreover, that examination was severely and intentionally delimited in scope. In Chapter 2 of Breakaway Unions and the Small Trade Union,¹ Dr. Shirley Lerner attempted to assess the influence of Disputes Committee adjudication on the formation of breakaway unions, on the growth of small unions, and on the freedom of individual workers to choose between unions. She concluded in her study, which ranged from 1924 to 1957, that the Committee in its application of the TUC's Bridlington Principles² did not favourably affect any of her three subjects of enquiry.

The present study concentrates on Disputes Committee adjudication from 1950 to 1974. In that time the Committee, constituted of one member as an informal conference or three members as a formal hearing, heard three hundred and eighty inter-union disputes, the vast majority over membership, reports of which have been published in the TUC's Annual Reports.³ These reports of Disputes Committee decisions not only offer an opportunity to analyse the Committee's method of adjudication, they also offer the opportunity to investigate the factual circumstances in which inter-union membership disputes arise.

In order to supplement the understanding of these factual

1 S. Lerner, Breakaway Unions and the Small Trade Union (London: Allen and Unwin, 1961).

2 The principles upon which Disputes Committee adjudication is founded will be referred to hereinafter as the 'Disputes Principles' and not as the 'Bridlington Principles'. See Chapter Ten, *infra*, for an explanation. The Principles may be found in A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers (London: Trades Union Congress, undated). Citations will refer to the specific principle only, although cross referencing to Chapter Ten which describes the Principles will be provided as well.

3 Citation to these reports will list the year, followed by TUC Ann. Rep., and then the page number at which the report begins.

circumstances, as well as to learn more about the Disputes Committee, thirty-eight interviews were conducted, primarily with senior trade union officers. These interviews were the result of enquiries being sent to all major and many minor TUC unions in which interviews were requested with senior officers who had experience both in participating in the resolution of inter-union disputes and in presenting their unions' cases before the Disputes Committee. Many unions responded favourably, and ultimately interviews were conducted with officers representing thirty-two unions, sixteen with memberships exceeding 100,000 and sixteen with memberships below 100,000. One of these officers was interviewed twice and in the case of three unions two officers were interviewed. Additionally, staff officers of two 'overview' bodies, the Trades Union Congress and the Civil Service National Whitley Council Staff Side, were also interviewed. These interviews lasted from forty-five minutes to two hours. The senior officers were asked to identify recent sources of inter-union disputes involving their unions, to indicate their roles in attempting to resolve these disputes, and to relate their experiences with the Disputes Committee.

The present writer has permitted the interviews with senior trade union officers to play a prominent role in the development of this thesis. These officers, it may be said, occupy a unique position in relation to inter-union disputes which have escaped from the local level.¹ Since it is their duty to seek to resolve the disputes, these officers are able to describe inter-union disputes which have not passed on to the

¹ See, infra, p. 17.

Disputes Committee and thus have not been reported in the TUC's Annual Reports. These officers are also charged with the decision of whether to pursue an inter-union dispute to the Disputes Committee. When their unions appear before the Committee, these officers are often in attendance representing their unions' cases. Moreover, many of the officers interviewed have experience as members of the Disputes Committee. These interviews, as a consequence, provide insight both into the nature of the disputes which are the subject of Part I of this thesis, and into the system of dispute resolution which is the subject of Part II.

Based on information gathered both from these interviews and from the reports of the Disputes Committee's decisions, as well as on that information which is available in secondary materials, Part I of this thesis examines the disputes: inter-union membership disputes which involve in their resolution the participation of senior trade union officers and perhaps the participation of the Disputes Committee of the TUC. Based on the same sources, Part II examines Disputes Committee decision-making. Before moving on to Part I, this introduction will briefly develop a conceptual framework which will assist in comprehending the chapters which follow.

III. The Conceptual Framework

In Lord McCarthy's seminal work on the subject, the closed shop is defined as 'a situation in which employees come to realize that a particular job is only to be obtained and

retained if they become and remain members of one of a specified number of trade unions.'¹ In elaborating this theme, he discusses the rigid restrictions placed on membership transfer from union to union, and on which union a worker may join upon entering an industry. Informal understandings between unions complement formal agreements in which spheres of influence are established, and the observance of these spheres by other unions is the rule, not the exception.

Understandings of this sort are not always watertight, and shop stewards may still be willing to take in another union's potential members, and even connive with recalcitrant members to effect a transfer. But it cannot be stressed too strongly that these are exceptions and not the consequence of any generally accepted right to choose between unions.²

The closed shop in Britain, thus adumbrated, seems to preclude the possibility of serious and widespread inter-union conflict caused by a worker's right to choose his union representative.

It is axiomatic that competition, hence disputes, over membership usually exists among trade unions in those same situations in which the individuals being recruited have the freedom, at least in the first instance, to choose between unions which wish to recruit them. Indeed, the causal relationship usually originates with the competing trade unions, *i.e.*, unions which do not respect each other's membership claims, and terminates in most cases³ with permitting the workers involved to choose

1 W.B.J. McCarthy, The Closed Shop in Britain (Oxford: Basil Blackwell, 1964), p. 3.

2 Ibid., p. 15.

3 Trade unions may engage in a dispute over membership without those members in dispute becoming aware of it. A dispute over which union is to organise a new factory's workforce which takes place prior to recruitment is an example. In such a dispute, while the individuals may end up in one or the other of the unions involved, no freedom of choice for those individuals can be said to exist. This type of dispute is a relatively infrequent occurrence, however.

between the unions. Where it can be observed that such exercises of choice are severely circumscribed, it can be concluded that inter-union disputes and competition over membership are largely curtailed as well. McCarthy provides us with the four sets of circumstances in which this individual choice resides: 1) in industrial areas where trade union organisation is poor, so that those individuals originally organised may choose which union to join; 2) in situations where unions seek to circumvent the inter-union conventions respecting membership; 3) in areas where there is an absence of any agreements or understandings between unions on membership; and 4) in situations where two or more unions permanently recruit in the same area, cannot reach agreement on spheres of influence, and refuse to take their disputes to the Disputes Committee of the Trades Union Congress. He remarks that only in the last set of circumstances can there in any sense be said to exist a worker's 'right' to choose; the other three situations merely afford 'temporary privileges, revocable at any time it suits the unions concerned.'¹

For present purposes, two major points must be made in expansion and clarification of McCarthy's conceptual analysis. First, of the four areas he describes in which an individual worker has the freedom to choose between unions, three have been influenced by events in the past decade with the result of widening their overall ambit.² The first of these

1 McCarthy, op. cit., p. 15.

2 This is in spite of the conclusion reached in a recent study 'that between 1968 and 1971 the closed shop was increasing its coverage.' B. Weekes, M. Mellish, L. Dickens, J. Lloyd, Industrial Relations and the Limits of Law (Oxford: Basil Blackwell, 1975), p. 39.

areas involves industrial situations with poor union organisation, where individuals new to the trade union movement can exercise a choice as to which union they join. McCarthy's study was published in the early stages of the surge in white-collar unionism in Britain. In the last decade, white-collar unions have made tremendous strides in membership, which have been directed into areas with no widespread tradition of trade union organisation. Bain and Price write that

Between 1964 and 1970 total white-collar membership increased by 34.3 per cent, an increase in six years which is greater than that recorded in the previous sixteen years. Moreover, the white-collar labour force increased by only 4.1 per cent during the later period with the result that white-collar union density rose dramatically from 29 per cent to 38 per cent. ¹

As a consequence, many inter-union disputes over membership have arisen in the past decade in areas of poor union organisation, where at the outset individuals did have 'temporary privileges' to join one union instead of another.

The second of the areas is created by the presence of a union both willing and able to circumvent established inter-union conventions on membership. As changes in occupational and industrial patterns have challenged the membership growth of many unions, and at a time when unions place a great premium on the size of their memberships, there are now unions operating in Britain which other trade unions clearly regard as predatory. Requested transfers of members are refused unreasonably upon

¹ G.S. Bain and R. Price, 'Union Growth and Employment Trends in the United Kingdom, 1964-1970', British Journal of Industrial Relations, X (1972), 366, 371.

the promotion of individuals into grades negotiated for and organised by other unions; poaching is attempted as a means of tilting to one side or the other the composition of joint negotiating machinery; house unions are amalgamated as a means of entering an area of organisation and thereby gaining the upper hand on another bona fide union which has been organising in the area much longer; other examples abound. In 1964 when McCarthy's book was published, twenty-two inter-union disputes were referred to the TUC's disputes machinery, which led to a total of six hearings conducted by the Disputes Committee. In 1970, there were ninety-one referrals and forty-seven hearings; in 1971, sixty-two referrals and thirty-seven hearings; in 1972, seventy-four referrals and forty-two hearings; in 1973, seventy-five referrals and thirty-three hearings; and in 1974, eighty-eight referrals and twenty-four hearings.¹

Situations where there are absences of understandings or agreements between unions on the subject of membership constitute the third area listed by McCarthy in which individual choice resides. While inter-union agreements, formal and informal, still exist between many British trade unions on questions of membership,² much has transpired in the last decade to dilute their impact. Elias notes that there were nearly as many union mergers in the eight years subsequent to the year The Closed Shop in Britain was published as there were in the twenty-five years

1 See Table I-A. Although expansion of Disputes Committee jurisdiction (see Chapter Ten, infra) inflated the latter figures slightly, the vast majority of disputes heard post-1969 have been of the membership variety, as they were in 1964.

2 See Chapter Nine, infra.

preceding its publication.¹ Although conventional wisdom may have it that these amalgamations reduce the number of inter-union disputes, the fact is that they also may have the effect, as will be described in Chapter Eight,² of threatening, or perhaps breaking down, established jurisdictional lines. Few would deny that the ascendancy of the Transport and General Workers Union in the motor car industry, aided in part by the amalgamation with the National Union of Vehicle Builders, has made other unions within the industry a bit more protective of their interests - perhaps a bit less understanding about the loss of the odd member or the odd seat on a joint negotiating committee.³ Similarly, changing occupational and industrial patterns have threatened the well-being of unions with their historical foundations in crafts. As a consequence, unions such as the Amalgamated Union of Engineering Workers and the Electrical, Electronic, Telecommunication and Plumbing Union, much to the consternation of other unions, have significantly expanded their recruitment scopes and now bear faint resemblance to their strictly craft antecedents which possessed clearly defined jurisdictions. Hughes' assessment in 1967 that 'The main union growth pattern in evidence is ... one of "open" unions, with boundaries that are increasingly difficult to define'⁴ confirms this observation.

1 See P. Elias, 'Trade Union Amalgamations: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 129, note 22.

2 See, infra, pp. 177-180.

3 By way of illustration, the craftsmen within the Ford Motor Company claim that 'because of the strength of the Transport and General Workers Union on the Ford Convenors' Committee, their interests are not properly taken into account ...' L. Oslager, 'Ford craftsmen seek bigger role on negotiating bodies', Financial Times, 8 March 1976, p. 13, col. 4. The craftsmen have taken industrial action with a view to increasing their representation.

4 J. Hughes, Trade Union Structure and Government, Royal Commission on Trade Unions and Employers' Associations, 1965-1968, Research Paper No. 5 (Part 1) (London: Her Majesty's Stationery Office, 1967), p. 1, para. 2.

TABLE I-A: THE CASELOAD OF THE DISPUTES COMMITTEE

The number of disputes heard by the Disputes Committee	1962	8	27
	1961	8	-
The total number of disputes referred by unions to the Disputes Committee*	1960	7	-
	1959	5	-
	1958	5	-
	1957	9	-
	1956	2	-
	1955	7	-
	1954	5	-
	1953	11	-
	1952	6	-
	1951	15	-
	1950	10	-
	TOTAL	380	637 (13 years)
	1974	24	88
	1973	33	75
	1972	42	74
	1971	37	62
	1970	47	91
	1969	22	40
	1968	14	36
	1967	14	39
	1966	12	31
	1965	15	30
	1964	6	22
	1963	16	22
The number of disputes heard by the Disputes Committee			
The total number of disputes referred by unions to the Disputes Committee*			

* The difference between these figures and those found in the line above represents those disputes which either were disposed of without the need of a hearing or were not yet heard at the time of reporting. A record of these figures was not kept prior to 1962.

Perhaps only McCarthy's fourth area has a scope comparable to that which it had when his work was written.

The second major point required to expand and clarify McCarthy's conceptual analysis concerns the Disputes Committee of the TUC. The Committee has revised its position on the question of membership transfer with the effect of denying, in part, the analysis of Dr. Lerner, to whom McCarthy acknowledges his debt for his understanding of the workings of the Disputes Committee. A strictly circumscribed area of choice for the individual regarding union membership is emerging from Disputes Committee adjudication of transfer disputes. While this point, like the others before it, will be elaborated later in this study, suffice it now to say that the scope of individual choice has broadened by virtue of the Disputes Committee's action since McCarthy completed his work. No longer are membership transfers refused categorically; instead, a largely rational process of adjudication - taking into account factors such as organisational strength, negotiating rights, and fidelity to the TUC's transfer procedures - attempts to determine the propriety of any given transfer, with the result that many transfers are approved by the Committee.¹

Lord McCarthy's conceptual analysis serves as a useful point of departure for this study. It provides a broad framework within which inter-union relations regarding membership largely exist. This framework, however, leaves gaps which merit an attempt to fill them in. Part I of this thesis supplies a causative analysis of inter-union membership disputes. Chapters One, Two,

¹ See Chapter Eleven, infra.

and Three examine the influence on inter-union membership disputes of trade union officers, members, and groups of members, respectively. Chapter Four considers a particularly virulent type of inter-union membership dispute - the promotion dispute, while Chapter Five discusses the premium trade unions place on organisational expansion and further discusses how this can lead the unions into controversial areas of organisation. Chapters Six and Seven concentrate on environmental factors which can influence the development of inter-union membership disputes. Chapter Six is concerned with collective bargaining arrangements and Chapter Seven with management decision-making and with changing industrial and occupational currents. Part I terminates with Chapters Eight and Nine by discussing two conventional responses to inter-union disputes - amalgamations and inter-union agreements, respectively.

This analysis of inter-union membership disputes proceeds, therefore, by assembling the various causes of the disputes. It would be misleading to give the impression that any single dispute is the result of only one or two of these causes; indeed, the typical inter-union membership dispute is many-faceted and can accordingly be viewed from several of the vantage points which will be described. The analysis in Part I does suggest that the causes of inter-union membership disputes are of three main types: those which are internal to the trade unions, those which are external to the unions, and those which have to do with the unions as institutions.

Generating inter-union membership conflict from within the unions are the activities of local officials, senior officers,

individual members, and groups of members. Producing inter-union membership conflict from without are factors relative to the bargaining environment - the nature of the collective bargaining machinery, the activities of management, and the effect of evolutionary trends on industry and occupations. Also engendering the conflict is the propensity of unions as institutions to expand organisationally. The internal causes can best be seen in Chapters One, Two, and Three. The external causes receive their fullest treatment in Chapters Six and Seven. The final type of cause, dealing with organisational expansion, is elaborated in Chapter Five. Acting independently or more usually in concert - as they often do in promotion disputes - causes emanating from these major sources provoke inter-union membership conflict in a multiplicity of concrete ways, many of which emerge in the analysis which follows.

P A R T I

INTER-UNION MEMBERSHIP DISPUTES WHICH INVOLVE
IN THEIR RESOLUTION SENIOR TRADE UNION
OFFICERS AND PERHAPS THE DISPUTES COMMITTEE OF
THE TRADES UNION CONGRESS

INTRODUCTION

With few exceptions, the trade union officers interviewed in relation to this study observed that inter-union tensions are a commonplace in British industrial relations. This is certainly the case at the national level, where top leadership figures of trade unions may oppose each other on a range of issues. But at the local level in multi-union situations, according to the officers, inter-union tensions are even more prevalent. Indeed, one might refer to these localised tensions as inter-union disputes, since members or representatives of two or more unions are usually in conflict over specific issues. Yet, since these localised inter-union tensions are such a common feature of British industrial relations, a more refined conception of inter-union disputes is required for purposes of this study. In order, therefore, to select among the many inter-union disputes, this study focuses on those inter-union disputes which escape or threaten to escape from the local level to involve in their resolution senior officers of the unions¹ and perhaps the TUC's Disputes Committee.

Inter-union disputes arise over a variety of issues. In its evidence to the Royal Commission on Trade Unions and Employers' Associations, published independently as Trade Unionism, the Trades Union Congress classified inter-union

¹ Reviewing the evidence of the Royal Commission on Trade Unions and Employers' Associations, 1965-1968, Professor Clegg concluded 'that where multi-union issues occur, and especially where they seem to be intractable, the full-time officers are likely to be involved.' H.A. Clegg, The System of Industrial Relations in Great Britain (Oxford: Basil Blackwell, second edition 1972), p. 263 (italics added).

disputes as being of four types. These include disputes over membership, demarcation of work, representational rights (which unions should compose the trade union side of negotiating or consultative machinery or which union should be recognised individually), and policy (including wage claims).¹ The present study is particularly concerned with the first type: inter-union disputes over membership. This will not be to the exclusion, however, of references to the other sorts of disputes where relevant.

Disputes between unions over membership are simply those which arise over the question of union representation;² that is, conflicts over which union ought to be representing a particular worker or group of workers by means of having that worker or group of workers in membership. Such a dispute may take one of two forms: it may involve an instance where one union allegedly has enrolled a member of another union, or wishes to enrol him in the future; or, it may concern a trade union organising in an industrial unit where there is another trade union also making a claim for organisational rights. Often the two forms are embodied in the same dispute. This study labels the first form a transfer dispute, and thus avoids the term 'poaching' as a generic usage,³ and labels the second form

1 See Trade Unionism (London: Trades Union Congress, second edition 1967), pp. 167-168.

2 A slight confusion may arise over the TUC's use of the word 'representation' to depict disputes over the composition of joint negotiating machinery or over which union is to be recognised individually. Throughout this thesis, the word will be used in its broader sense, as described in the text corresponding to this note.

3 As Dr. Lerner correctly observes, 'In recent years, the word "poaching" has been used to mean any illegitimate transfer.' Lerner, Breakaway Unions and the Small Trade Union, p. 68, note 1. That usage will not be employed in this thesis; rather, the term 'poaching' will be used to mean 'the act of recruiting members by influencing them to leave another union.' Ibid., pp. 68-69 (*italics in the original*).

an organisational dispute.

Disputes over membership transfer frequently arise when local officials or shop stewards of one union attempt to influence members of another to transfer unions. When the officials or stewards are successful, their activities constitute the classical case of poaching. At other times, the members themselves take the initiative to switch unions, which also can have the effect of bringing the unions into conflict. Disputes over membership transfer may be isolated instances - perhaps outgrowths of the disgruntlement of an individual member with his present union. They may also arise from chronic tensions between unions; the promotion of members from manual to white-collar grades is such an area of inter-union tension.

An organisational dispute may have at its root a decision by a union's officers to recruit in a certain area. But it can also occur when no such decision is made - when, for example, events beyond the control of unions cause their organisational patterns to overlap. It is in relation to organisational disputes and to transfer disputes which arise from chronic tensions between unions that trade union leaderships have the most compelling interest. This is so for two reasons. First, many more members are immediately at issue than is the case with an isolated dispute provoked by an allegedly wrongful transfer. Second, the outcome of the dispute may alter a union's pattern of organisation for years to come. When, for example, organisation into areas largely without a trade union presence is at issue, each slight adverse influence felt upon the pattern of growth now could mean the loss of thousands of members in the

future.¹

It is the intention of Part I of this thesis to approach inter-union disputes over membership by viewing them in their industrial context. This study does not attempt to present a balanced and complete account of inter-union relations in Britain. Nor does it attempt to measure precisely the incidence of inter-union disputes in different parts of British industry. Rather, the central purpose of Part I is to provide some ideas and concrete examples regarding the nature and sources of inter-union membership disputes which involve in their resolution senior trade union officers and perhaps the Disputes Committee of the TUC.

Chapters One, Two, and Three describe, respectively, how officers, members, and groups of members contribute to inter-union membership conflict. Chapter Four concentrates on a specific type of inter-union dispute - the promotion dispute. Chapter Five is concerned with the institutional premium placed by trade unions on expansion, and with how that expansion often leads trade unions into controversial areas of organisation. Chapters Six and Seven focus on environmental factors which play a role in inter-union conflict. The subject of Chapter Six is collective bargaining arrangements, while Chapter Seven centres both on management decision-making and on evolutionary considerations which influence and change industries and

¹ For an example of an inter-union dispute largely over the implications for future recruitment of an organisational question, see Clerical and Administrative Workers Union and Society of Graphical and Allied Trades; National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 90.

occupations. Chapters Eight and Nine present two conventional responses to inter-union conflict - amalgamations and inter-union agreements, respectively - and analyse the extent to which they can favourably affect inter-union relations.

CHAPTER ONE

SENIOR TRADE UNION OFFICERS AND INTER-UNION MEMBERSHIP DISPUTES

The behaviour of trade union officers can be critical both in provoking and resolving inter-union disputes. An event which crystallises inter-union membership tensions in the form of an active dispute may be the acceptance of a member of another trade union, the refusal to transfer a member upon the request of another union, or the decision to recruit in a controversial area of organisation. All three acts may be performed by senior trade union officers, or may be approved by such officers, perhaps tacitly, when performed by lower functionaries within the union. On the other hand, it may be only through the efforts of a senior trade union officer that a dispute between unions is resolved; here he will occupy the role of the peacemaker and will have to deal not only with the opposing union, but often with his membership and other officers of his union as well. The intention of this Chapter is to examine the role played by full-time officers above the branch level in inter-union membership disputes.

I. Full-time Officers above the Branch Level

The officers with whom we shall here be concerned fall for the most part within the group which can broadly be termed

full-time officers above the branch level.¹ Although denominations differ from union to union, the group concerned essentially comprises national and divisional officers. Special attention will be focused on the role of those senior officers who operate regularly in the field of inter-union relations. Not all unions, of course, designate a particular officer to work in this area; indeed, few do. But most unions have senior officers whose work leads them into the area of inter-union relations with great frequency. These officers, and there may be more than one in any union, are called upon to deal with inter-union disputes which have escaped from their local settings. The handling of such a dispute normally entails contact with the lower levels of the officer's union: the membership, shop stewards, and local officials involved. It also involves discussions with the opposing union's officer who performs in a similar capacity, and may mean pursuing the dispute's resolution through any inter-union machinery which exists as well as to the Disputes Committee of the Trades Union Congress. A more detailed examination of the role of these senior officers in inter-union membership disputes now follows.²

1 See H.A. Clegg, A.J. Killick and R. Adams, Trade Union Officers (Oxford: Basil Blackwell, 1961), Chapter 3, pp. 19-26.

2 Much of the information upon which this Chapter is based has been gathered through a series of interviews with trade union officers, most of whom occupy positions within their unions of the sort described in the text above. For a listing of those officers interviewed, see Appendix B, infra. Since the material in this Chapter is based largely on conclusions about trade union leadership which have been drawn from the interviews as a whole, references to the particular interviews producing the information will not be provided. Where, however, a particularly strong assertion of a point has been made by an officer interviewed, or a specific example supporting a point has been provided, inclusion of that point requires, and will receive, citation. In later chapters, the interviews produce specific points with some regularity, perhaps peculiar to a union or an industry, and citation will be provided as a matter of course.

II. Decisions of Officers Leading to Inter-union Membership Disputes

A. Approving recruitment campaigns

An organisational dispute often originates in a decision by a union's top levels to recruit in a disputed area of organisation. Bain found that in the white-collar area 'the recruitment process tends to be more passive than active in the sense that potential members generally have to contact a union before there is much attempt to recruit them.'¹ But the decision to enter a particular area of organisation by responding to the appeal of potential members still must be made by the officers involved. Similarly, some large-scale poaching efforts, effectively recruitment campaigns in already organised areas, are undertaken at the behest of higher union officers.

B. Accepting members of other unions

Trade union officers may also perform the pivotal act in provoking an inter-union membership dispute by accepting past or present members of another union or by approving of their acceptance after the fact. The TUC's Disputes Principles proscribe the acceptance of a past or present member of another union in a number of circumstances: when the union accepting him has not followed the enquiry procedures stipulated as a

¹ G.S. Bain, The Growth of White-Collar Unionism (Oxford: Clarendon Press, 1970), p. 92. The author attributes this to the drain on limited resources caused by the servicing of present membership and on the difficulties of 'organising in a vacuum'. Ibid., pp. 92-93.

means of obtaining the approval of the member's past or present union; when these procedures have been followed and the member's past or present union has objected to the acceptance; and when the member is under discipline, engaged in a trade dispute, or in arrears with contributions with his union.¹

Violation of any of these provisions usually serves to anger the member's original union, with the effect of bringing the two unions into conflict. But the issues surrounding the member concerned and confronting the union officer who decides to accept him may be more complex than they at first appear.

This complexity may arise, for example, over the acceptance of a member who is in arrears with contributions. Not only is it contrary to the TUC's Disputes Principles to accept members of unions who are in arrears, but trade union officers themselves usually disapprove of such acceptances, even where their unions stand to gain by them. Most officers share a dislike for those who use the trade union movement for a free ride, and it occurs to officers asked to accept individuals in arrears with contributions that perhaps the two unions involved are being played off against each other. This would mean that the accepting union could well be the next not to receive its contributions. That such acceptances occur, however, is undeniable.² Indeed, it may happen that the arrears of many members

1 See Principles 2 and 4. Note (c) to Principle 2 provides a comment on the exact status of past members of unions in regards to the enquiry procedures. See, infra, pp. 228-230.

2 See, e.g., Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1974 TUC Ann. Rep. 11.

have begun to accumulate simultaneously, which the members' union will interpret as a concerted activity. If those members are later accepted by another union, that union in all probability will be accused of having induced the members into not paying their contributions.¹

The complexity arises if a member has attempted to resign from his union by ceasing to pay contributions; the assumption is that by going into arrears he will cause his own expulsion, and thereby leave himself free to join another union.² At times, however, there is a confusion over what constitutes an amount of arrears sufficient to permit the union to exclude the member concerned. Union rule books usually indicate this, but in the exceptional case they do not. Where the rule books do indicate the proper amount, there appears to be an element of discretion in exercising the power of exclusion for arrears.³

1 See National Union of General and Municipal Workers and Sign and Display Trades Union, 1957 TUC Ann. Rep. 106.

2 For the right at common law to resign trade union membership as distinct from the automatic lapsing of membership through non-payment of subscriptions, see C. Grunfeld, Modern Trade Union Law (London: Sweet and Maxwell, 1966), p. 35. The Trade Union and Labour Relations Act 1974 grants the right to terminate membership in a trade union if reasonable notice is given and any reasonable conditions met. See Section 7. The Trade Union and Labour Relations (Amendment) Act 1976, however, confines the implications of this right to the contract of membership. The resigning member, therefore, is not protected from the operation of the closed shop.

3 In a survey conducted of 107 unions and sections of unions by the TUC in 1970, 94 were found to have specific rules on exclusion for arrears. Of the 94, 81 had rules providing for exclusion as a method of dealing with a member in arrears for a specified amount of time. The other 13 made it a matter of discretion for a committee or branch within the union. It must be emphasised that from the reporting by the TUC of the results of its survey, it appears that even in the 81 unions with rules providing for exclusion, an element of discretion still resides within the unions on the question. See 1970 TUC Ann. Rep. 183-184.

Assuming for present purposes that the member is excluded for his arrears, he is not necessarily free to be recruited by other unions. Not only do the vagaries of Disputes Committee adjudication stand in the way,¹ but often a member excluded from his union for this reason continues employment in a firm or grade where his union holds all negotiating and organisational rights; pressures, therefore, will be brought to bear on the union officer who is otherwise inclined to accept the individual.

Yet, since workers in arrears often believe mistakenly that they have renounced their union membership, or having renounced their membership they then believe incorrectly that they are automatically free to join another union, they will when applying to a new union not indicate their past or present union membership. In this instance, of course, the accepting union's officer can hardly be termed culpable for having taken the individuals into membership; but the accepting union often finds itself having to exclude the individuals under pressure from their original union or the TUC's disputes machinery.

C. Refusing to transfer members

The act of refusing to transfer members upon the request of another union is becoming more common, partly because requests for transfer are increasing in number. As white-collar unions continue to grow, there is a greater possibility that manual workers who are promoted will find themselves in a grade negotiated

¹ Note (b) to Principle 4 of the TUC's Disputes Principles indicates that though a union's rules may state that a certain level of arrears effectuates expulsion, this does not perforce grant the individual the freedom to join another union. See, infra, p. 230.

for and organised exclusively by one or more white-collar unions. Typically at this point, a white-collar union requests that the members be transferred from their manual union, and with disturbing frequency this request is being refused outright. Inter-union conflict is the normal consequence. At times the refusal to transfer the members is a matter of union policy; at other times it is a matter of discretion on the part of a union officer. The promotion cases are an obvious example of a growing problem. As the workforce becomes increasingly mobile, requests for transfers will also increase, and more unions will adopt policies regarding them: either establishing officers' discretion on the matter, qualifying it, or eliminating it entirely.

III. The Inability of Senior Officers to Influence the Activities of Members, Local Officials, and Shop Stewards

An officer of the Transport Salaried Staffs Association observed that when a member of the National Union of Railwaymen is promoted into a grade negotiated for by the TSSA, and a controversy ensues because the worker refuses to transfer unions, his primary problem as the officer who must deal with the conflict is not with the NUR, or even with the reluctant transferee, but with his own members and branch officials. The local reaction is often so strong and harsh as to risk spoiling the opportunity for established procedures to come into operation.¹

¹ Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975. The established procedures referred to are found in Appendix A, Document E, infra.

Thus, many inter-union frictions become magnified because of union leadership's inability to influence the judgment of members, shop stewards, and local officials on the issues in dispute. This factor may be more pronounced in unions where the officers are elected periodically.¹ The Society of Graphical and Allied Trades illustrates another aspect of senior leadership's limitations in influencing lower levels within the union. This union's internal ordering grants a large amount of autonomy to its chapels. As a result, chapel fathers often act in defiance of the national union policy not to poach. Attempts by the union's top officers to bring an unruly chapel father into line are not always successful. The local official comes to realise that within broad limits discretion over whether or not to poach another union's membership resides at his level.²

At times local levels of a union refuse outright to follow an order from a union's central office to pursue a course likely to lead to amicable inter-union relations.³ When the branch officials or shop stewards concerned believe themselves to have the weight of justice on their side or the dominant bargaining

1 The officer concerned with re-election may be reluctant to attempt to influence his members, shop stewards, and local officials on a controversial inter-union issue. In a related vein, Professor Clegg detected 'a widespread view among managers that the conduct of many full-time officers of the Engineers is noticeably influenced by the approach of election day.' Clegg, The System of Industrial Relations in Great Britain, p. 82. The Engineers 'have an unusually large number of elective offices.' Ibid., p. 80.

2 Interview with H.W. Miles, General Officer, Society of Graphical and Allied Trades, 15 January 1975.

3 See Transport and General Workers Union and Amalgamated Union of Foundry Workers, 1951 TUC Ann. Rep. 96.

position within the industrial unit, the senior officers may find that their arguments are not received sympathetically. Such local level intransigence has caused a union to be rebuked officially by the TUC's disputes machinery.¹

In at least one instance a branch which refused to exclude members who were allegedly poached challenged its national leadership through the union's internal appeals machinery. The branch was vindicated on appeal, but the Disputes Committee awarded against the union due to the activities of the branch.² A similar instance arose in another union when a branch official instructed to exclude poached members thought so little of the order that he refused to do his national officers the honour of meeting with them to discuss the matter.³ Local officials have also attempted openly to circumvent awards of the Disputes Committee.⁴

Frequently, the poaching of members by a local official or shop steward does not come to the attention of the central office of the guilty union until the poached union complains. When the situation develops in this manner, and a senior officer attempts to remedy his local official's or shop steward's transgression, he is often regarded in the locality as having taken up the cause of the rival union rather than

1 See National Union of General and Municipal Workers and Amalgamated Engineering Union, 1956 TUC Ann. Rep. 94.

2 Ibid.

3 See National Union of General and Municipal Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 95.

4 See Iron and Steel Trades Confederation and Electrical Trades Union, 1966 TUC Ann. Rep. 89.

his own. Since not all poaching activities are imperialistic acts, but at times even charitable gestures in the sense that local officials of one union may accept members of another union who are poorly serviced or oppressed by their present union's local leadership, this can do little good for the senior officer's or the union's image in the relevant industrial setting.

In a related vein, inter-union membership disputes can be provoked by local officials who believe mistakenly that they have the authority to transfer members upon the request of other unions. When such a request is approved by the local official, and the workers concerned assume membership in their new union, controversy is sure to arise from any attempt of national or divisional officers to override the decision of their unions' local representatives.¹

The inability to control local forces has provoked a reaction in the top levels of at least one union. The national officer in the Association of Scientific, Technical and Managerial Staffs whose duties include handling inter-union disputes requested and received permission from her Executive to exercise discretion over taking disputes to the Disputes Committee of the TUC. If only a few members are involved or the claim of her union at the local level is clearly spurious, she resolves, pleading wasted time and resources, not to pursue the claim. Her move in this direction has not gone unnoticed: a divisional office of ASTMS has passed a condemnatory resolution specifically pointing

¹ See Electrical Electronic Telecommunication Union/Plumbing Trades Union and Draughtsmen and Allied Technicians Association, 1971 TUC Ann. Rep. 29.

to her action in this regard.¹

This example and many others notwithstanding, it is still the case that senior trade union officers at times become actively involved in the undertakings of those officials and shop stewards below them in the union hierarchy which tend to contribute to inter-union conflict. A divisional officer of the United Road Transport Union, for instance, remarked that he personally earmarks which unions should be attacked through concerted poaching efforts or through organisational drives designed to ensure his union's expansion into a particular area. His basic criterion for selecting which union to attack is simple and revealing. Given the few unions against which his competes - primarily the Transport and General Workers Union, the National Union of General and Municipal Workers, and the Union of Shop, Distributive and Allied Workers - he in most cases avoids the TGWU, because of its superior strength among the three and its greater willingness to use it. Thus, unless the TGWU is plainly weak in a local industrial setting and the URTU officer is fairly certain that his larger adversary will not strike back in other areas, he does not single out the TGWU for a local level confrontation.²

1 Interview with M. Turner, Assistant General Secretary, Association of Scientific, Technical and Managerial Staffs, 8 January 1975.

2 Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974.

IV. Some Other Aspects of the Influence of Senior Officers on Inter-union Membership Disputes

A. Personality conflicts between officers

Some inter-union disputes over membership may be exacerbated by personality conflicts between officers of competing unions. While this is perhaps most true in localised situations where the officials are in direct conflict over recruitment, it occurs as well at the divisional and national levels of the unions where the basis of the ill feeling may be unrelated to the inter-union membership problems which are provoked. In the latter instance, the reverberations of the personality conflict may be felt throughout the respective unions' organisations. The vast majority of the officers interviewed believed, however, that personality conflicts between officers do not constitute a major irritant in inter-union relations.

B. The political ambitions of officers

Organisational incursions into another union's sphere of influence or poaching efforts aimed at increasing the membership of the aggressor union may be the product of an individual officer's political ambitions. One way in which a local or divisional office holder may come to be noticed by his union's membership or leadership for purposes of election or promotion is by securing new members and new areas of organisation for his union. This is particularly the case in the large unions where merely exhibiting competence in one's job of servicing members might well escape notice or be taken for granted. A high officer of the Amalgamated Union of Engineering Workers argued

that this is true in the engineering industry, where what he refers to as 'live wire recruiters' often succeed in disturbing settled bargaining patterns and trade union spheres of influence.¹

C. Discretion in inter-union activities residing in one officer

The role of officers in controlling the level of inter-union conflict is particularly pronounced when the decision to observe or disregard the TUC's Disputes Principles is delegated entirely to one officer. Such is the case, for instance, within the Greater London Council Staff Association, where the union's top organiser is entrusted with this authority.² In practice, this is often true even in the absence of any specific delegation, as many officers act with near total authority in their respective areas.

D. Membership attacks on other unions as a means of defence

The natural tendency for some trade union officers when they become aware that their unions are embroiled in inter-union conflict is to attack the opposing unions. This often means that the officer concerned authorises a poaching effort or organisational encroachment against the opponent union of a magnitude roughly comparable to the original dispute. Then the approach simply is to utilise the latter dispute when

1 Interview with E. Roberts, Assistant General Secretary, Amalgamated Union of Engineering Workers, 29 May 1975.

2 Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975.

negotiating over the former. Some of the officers interviewed went so far as to indicate that there exists a reservoir of disputes with historically antagonistic unions which, through national level involvement, can be crystallised on short notice in a form which makes them suitable for such a utilisation.

This tendency among officers has some threat value. The Civil Service Union organises the lower strata in the non-manual Civil Service. At times, there is friction between the CSU and the unions on the manual side of the Civil Service. No major problems have arisen here, however, in part because the manual unions realise that if staff members of the CSU are poached, many vulnerable areas of manual union organisation, for example the security guards in the Civil Service organised by the TGWU, would be subject to a counter raid.¹

E. Resolving the matter at the local level

Some senior trade union officers when informed of a dispute between their unions and rival unions attempt to assist in the dispute's resolution by going directly to the local setting where the problem arose. This may mean that up to a certain point held inviolate by all senior officers who enjoy the favour of their memberships, shop stewards, and local officials, the national or divisional officer will attempt to talk his local charges out of unreasonable positions. If the source of the difficulty appears to be the other union, then this officer will contact his equal in that union and urge

¹ Interview with J.O.N. Vickers, General Secretary, Civil Service Union, 6 June 1975.

him to pursue a similar line.

F. Camaraderie among officers of hostile unions

Often a sort of camaraderie arises among senior officers of historically competitive unions who are frequently brought into contact with each other on matters relating to inter-union conflict. The Chief Organiser of the Union of Shop, Distributive and Allied Workers, for instance, observed that when a dispute arises between his union and the TGWU, he usually attempts to solve it himself; but if unsuccessful, he contacts the officer occupying a similar position in the TGWU with a view to approaching the conflict jointly.¹

This camaraderie has another dimension. Often an inter-union dispute can best be resolved when officers in the competing unions know each other well enough to make a personal appeal. One view has it that this is true even after an award of the Disputes Committee. But instances in which this personal appeal can work are limited to disputes where top officers are able to persuade their union's local levels to comply with the agreement reached between the officers, or where it was a matter of union policy that provoked the dispute in the first place.

G. A lack of enthusiasm for inter-union disputes

It is best to conclude this brief statement on the role of trade union officers in inter-union membership conflict by noting that there exists a widespread belief among officers

¹ Interview with J.D. Hughes, Chief Organising Officer, Union of Shop, Distributive and Allied Workers, 15 January 1975.

that inter-union disputes are a drain on their time and their unions' resources. Moreover, inter-union disputes are felt to damage the trade union movement's public image. Accordingly, inter-union disputes, in instances where senior officers are able to exercise some discretion in how they proceed, are generally not pursued with great enthusiasm. There are exceptions, but most trade union officers believe that their time is better spent in areas other than inter-union conflict. This belief has not led these same officers, however, to move seriously toward rationalising overall trade union development in a way which would minimise inter-union conflict.¹

¹ See on this point J. Hughes, The TUC: a Plan for the 1970s (London: Fabian Society, 1969), p. 12. See, supra, pp. 1-2.

CHAPTER TWO

THE ROLE OF UNION MEMBERS IN PROVOKING INTER-UNION MEMBERSHIP DISPUTES

The activities of individual union members may lead to inter-union conflict. The outlet through which potentially provocative individual activities are usually channelled is that of membership transfer from union to union. A member, for reasons to be explored below, may wish to leave his present union membership to join another union. If his present union objects to his departure, and the union into which he wishes to transfer covets his membership, the two organisations may enter into conflict. Conversely, it may be that a union requests the transfer of a member from another union, and the member's present union agrees, but the member objects and refuses to switch unions. Again the result may be inter-union conflict if the member's present union takes up his cause, or if the union desiring the transfer persists in the face of the member's intransigence and his union's passive acceptance of the status quo.

I. Membership Transfer in the Context of the TUC's Disputes Principles

As is the case throughout Part I of this thesis, the relationship between the industrial events described and the TUC's Disputes Principles will be set aside, where possible,

for consideration in Part II which will treat these matters in great detail. In the present Chapter, the issues underlying the provocation of inter-union membership disputes by individual union members are the central concern.

Having said that, it is necessary to make a brief excursus to offer a few preliminary, contextual comments on the requirements of the TUC's Disputes Principles with respect to membership transfer. When a worker wishes to join a TUC-affiliated union, he is given an application which, according to the Disputes Principles,¹ must enquire as to that worker's previous or present union membership. Over the years, most TUC affiliates have complied with this requirement in their application forms. If the applicant indicates that he is presently a member of a union, or was one in the recent past,² the union receiving his application must forward an enquiry form to the employee's former or present union.³ An examination of the reports of Disputes Committee decisions indicates that employees do not always admit to their past or present union membership.⁴ If this occurs and, innocently believing the

1 See Principle 6, infra, pp. 230-231.

2 The Principles point out that while the recent past is meant to cover applicants who have contributed to an affiliated union in the fifty-two weeks preceding the application, in fact 'this is intended merely as a guide and much difficulties will be avoided if enquiries are made in all cases where previous trade union membership is known.' Principle 2, Note (c), infra, p. 229.

3 See Principle 2, infra, p. 229. A model 'Enquiry Form' and a model 'Reply to Enquiry' form are provided by the TUC. See A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers, pp. 11-12.

4 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1968 TUC Ann. Rep. 119; Amalgamated Union of Building Trade Workers and Transport and General Workers Union, 1970 TUC Ann. Rep. 166; Amalgamated Union of Engineering and Foundry Workers and Association of Scientific, Technical and Managerial Staffs, 1971 TUC Ann. Rep. 15.

individual to be new to the trade union movement, a union accepts him without enquiring of his past or present union, inter-union conflict may result when the worker's original union complains of his improper transfer.

Although most unions have now modified their application forms to include the proper enquiry as to the worker's trade union membership status, past and present, it was quite common formerly for application forms deficient in this respect to be responsible for provoking a confrontation between unions over wrongful acceptance. At one point, for instance, the application of the Chemical Workers Union enquired 'Are you a member of a Trade Union?', rather than the accepted 'Are you or have you been a member of a Trade Union or Unions?' A number of workers, apparently believing themselves to have resigned from TGWU membership, filled in the CWU application forms and responded 'No' to the question. The TGWU claimed at the Disputes Committee that the workers were still not free to join the CWU, and the Disputes Committee so found.¹

II. The Unwillingness of Members to Leave their Present Unions

When a trade union is presented with a request from another union to transfer members and believes that the claim of the requesting union is a valid one, it normally agrees to the transfer. This is particularly the case if an agreement or friendly arrangement exists between the unions to cover the

¹ See Transport and General Workers Union and Chemical Workers Union, 1955 TUC Ann. Rep. 93.

matter.¹ But intransigence on the part of the individual workers involved often frustrates the process. The requesting union may interpret this intransigence as residing in the workers' present union as well as in the individuals, and as a result the two unions can be brought into conflict.

A. The loyalty of members to their present union

A worker's intransigence may be founded on a loyalty to his present union growing out of many years of fruitful membership. This appears to be part of the problem in the railway industry when members of the National Union of Railwaymen are promoted into the professional, research, and technical grades for which the Transport Salaried Staffs Association negotiates. Normally, individuals filling these grades enter the industry by means of direct recruitment rather than promotion. In 1948, however, the Railway Board adopted a programme which enables workers in the railway grades to be promoted into the professional, research, and technical grades. These individuals have been for the most part members of the NUR. Many of those promoted through the years have attempted to retain their NUR membership, which has had the inevitable effect of bringing the two unions into conflict.²

1 See Grunfeld, Modern Trade Union Law, p. 31.

2 Interviews with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974; 16 January 1975; Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975. See National Union of Railwaymen and Transport Salaried Staffs Association, 1972 TUC Ann. Rep. 35; National Union of Railwaymen and Transport Salaried Staffs Association, 1973 TUC Ann. Rep. 30.

An individual's loyalty to his trade union can be overcome by a greater loyalty to his occupational group. Often the two loyalties are intertwined, as is the case with craftsmen who belong to craft or ex-craft unions. The railway industry, however, offers an instance in which the loyalties of workers to different unions are subordinated to the attraction of a common occupation. In this industry the vast majority of locomotive engineers are organised by the Associated Society of Locomotive Engineers and Firemen, yet there is little friction based on competing union loyalties between this union's members and those of the minority union in the grade, the NUR. The community of interest felt among all those who hold the position simply exerts a stronger pull on the individuals concerned than do their differing union memberships.¹

B. The loss of benefits upon transfer

An individual's reluctance to transfer unions is not always based on his loyalty to his present union. Often he stands to lose significant benefits upon transfer which have accrued to him in his capacity with the union to which he is presently affiliated. In assessing this situation, following a questionnaire which was submitted to its member unions, the TUC observed:

Some unions had arrangements whereby the previous trade union membership was taken into consideration and the normal qualifying period [for benefits] was

¹ Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974; Interview with R. Buckton, General Secretary, Associated Society of Locomotive Engineers and Firemen, 15 April 1975.

either waived or reduced. Such procedures were not, however, standardised and varied markedly between unions. Other unions had no special arrangements for new members with previous trade union membership, who were treated in the same way as new entrants. A number of unions also gave information about reciprocal arrangements with other unions whereby a transferee was not required to satisfy the same qualifying period as a new member, but such arrangements were not widespread. ¹

Accordingly, a member who has paid his due contributions to a benefit fund for many years, and who then finds his employment changed to an area where he should switch unions, often struggles to retain his present membership so as not to lose his benefits. This situation is particularly unfortunate when both unions assume an unbending stance, and the member is presented with the choice of forsaking a promotion or accepting the promotion and losing his benefits.

This matter can be remedied if the two unions involved have reached an agreement on the benefit rights of transferred members. An area of such agreement exists in the printing industry. Besides direct recruitment, there are two methods of entry into the field of journalism. One involves photographic printers being promoted into photographers, and the other occurs when editorial clerks become journalists. Both the photographic printers and the editorial clerks within the industry are organised by the National Society of Operative Printers, Graphical and Media Personnel, while the journalists are organised by the National Union of Journalists. Little friction arises here over the benefit issue because the unions have agreed that for the first twelve months the promoted

¹ 1972 TUC Ann. Rep. 45. See also 1972 TUC Ann. Rep. 315.

individual will retain his NSOPGMP benefits, and thereafter will be subject to NUJ benefits calculated on the basis of his having been a probationary NUJ member for twelve months.¹

Many unions have reacted compassionately to the plight of the individual who is threatened with losing his benefits because of a transfer in membership. The Iron and Steel Trades Confederation, for instance, made it a practice of permitting members of other unions transferred into the iron and steel industry to retain their original cards if transferring unions meant the loss of substantial benefits. This benevolent policy led to an unfortunate turn of events for the ISTC, however, when a group of these individuals, members of the Amalgamated Union of Engineering and Foundry Workers, struck for recognition when their numbers within the plant concerned reached a sufficient level.²

Many unions, for instance craft unions which see their members hired at already organised sites and other manual unions which because of promotion schemes see their members promoted into grades negotiated for by established white-collar unions, consider it to be in their interest not to reach an agreement which establishes members' rights to benefits upon transfer. Their control over the accrued benefits of members, they rightly believe, induces an attraction within the individuals for their present union where none otherwise

1 Interview with G. Viner, Training and Research Officer, National Union of Journalists, 16 April 1975. The inter-union agreement on the matter is found in Appendix A, as Document F, *infra*. Of special concern is paragraph 3.

2 See Iron and Steel Trades Confederation and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC *Ann. Rep.* 132.

might exist. When this control over benefits is used as a coercive device, members' rights are made subservient to the organisational designs of trade unions.

III. The Desire of Members to Leave their Present Unions¹

A. In search of lower contributions

It will be observed in Chapter Five that some unions are able to capitalise on contribution rates lower than those of competitor unions.² Individual members when forced to pay contributions at rates in excess of what they might pay in another union may seek to transfer membership. Often the precipitating event is the actual increase in contributions which all unions, at one time or another, must make in order to remain solvent.³ When a union believes that it is faced with a loss of membership for having a higher contribution rate than competitor unions, it will be resentful of another union's acceptance of the members, and the two unions will in all probability enter into a dispute.⁴

B. In search of greater benefits

Some workers may seek to leave their present union

1 Some factors enumerated in this section could motivate the members to remain in their present unions, if in their assessment relative to other unions their unions come out favourably.

2 See, infra, pp. 94-95.

3 A survey of 93 member unions by the TUC in 1972 indicated that 80 had increased membership contributions since 1968. See 1972 TUC Ann. Rep. 315.

4 See Amalgamated Society of Painters and Decorators and National Society of Metal Mechanics, 1967 TUC Ann. Rep. 113.

membership in response to the greater benefits provided by another union catering in the field. Such is the case within the Greater London Council, where the vast majority of staff are organised by the Greater London Council Staff Association. The National and Local Government Officers Association also organises in the field, and offers a substantial array of benefits to its members. Included among these are mortgage facilities, life and motor car insurance, holiday camps, and education opportunities through correspondence. When an individual seeking to secure these benefits as his own attempts to leave the GLCSA to join NALGO, the two unions are brought into conflict. The Staff Association, as a matter of policy, does not agree to the transfer, while NALGO, attempting to secure further organisation in the Greater London Council, often chooses to disregard the refusal to transfer and accepts the individual.¹

C. Larger and more conspicuous unions

These same two unions are illustrative of a similar influence on individual desires relating to union membership. It is not uncommon that individuals wish to be represented by a larger, more visible union than the one in which they are presently enrolled. Often members of the GLCSA are lured away by NALGO simply because of its greater conspicuousness, even though the GLCSA has a larger presence within the Greater London Council. The heightened militance of NALGO in recent

¹ Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975.

years which has increased its coverage in the news media has further emphasised this factor.¹

D. Higher rates of compensation

When it is brought to an employee's attention that individuals doing work similar, or perhaps identical, to the work which he is performing, but are receiving a higher rate of compensation for their efforts because they are covered by a different agreement negotiated by a union other than his own, it is a natural response for that employee to seek to leave his present membership so that he might become enrolled in the union which is securing its members the higher wage.

This is often an enticement for members of a general or industrial union to become members of one with a craft orientation.² Since different craft and ex-craft unions cater for individuals performing similar crafts, and are often the holders of different agreements with employers' associations or individual companies, this factor may also induce individuals to move from one such craft or ex-craft union to another.³ Such was the case, for instance, in one dispute between the Amalgamated Engineering Union and the United Society of Boiler-makers, Shipbuilders and Structural Workers over a group of welders.⁴ The existence of discrepancies in rates of pay does

1 Ibid.

2 See Transport and General Workers Union and Heating and Domestic Engineers Union, 1957 TUC Ann. Rep. 111.

3 See National Union of Enginemen, Firemen, Mechanics and Electrical Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 89.

4 See Amalgamated Engineering Union and United Society of Boiler-makers, Shipbuilders and Structural Workers, 1954 TUC Ann. Rep. 98.

not always, of course, lead merely to a desire to transfer unions. It can lead as well to industrial action seeking to eradicate the discrepancy.¹

E. Disillusionment with bargaining strategy

The direction a trade union takes in its negotiations with management can disillusion some of its members, with the result that defections occur and unions are brought into conflict. In the Civil Service, some tension exists between the Inland Revenue Staff Federation and other Civil Service unions. The IRSF claims to follow a negotiating policy which attempts to further the careers of its members; improving a promotion scheme is a likely example. Since the IRSF organises vertically within the Inland Revenue, from clerical to executive grades, it can afford to pursue such a line. Other unions in the Civil Service, however, most of which organise horizontally, are not so concerned with an issue such as promotion, since these unions are likely to see their members promoted into another union's sphere of influence. They tend, therefore, to concentrate on wages and conditions of employment. A display of militancy in relation to these conventional issues by other unions in the Civil Service causes some disaffection among the IRSF membership and, as a consequence, an increase in inter-union tensions.²

1 See Amalgamated Engineering Union and National Union of Vehicle Builders, 1964 TUC Ann. Rep. 99.

2 Interview with F. Swift, Deputy General Secretary, Inland Revenue Staff Federation, 15 April 1975; Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

F. A disbelief in bargaining effectiveness

A similar circumstance can evolve, not from differences in levels of compensation brought about because negotiations are handled in different ways by different unions, but from a general disgust provoked in the membership by what they consider to be their union's inadequacy as a bargaining representative. When such is the case, it may be that the individuals involved will seek out a trade union representative with a reputation of being a more militant bargainer, and thereby provoke an inter-union dispute.¹ A recent example can be drawn from the Civil Service, where a poor pay settlement for executive grades so disturbed some members of the Society of Civil Servants that many sought out representation from ASTMS. ASTMS attempted to organise the individuals, but was later driven from the Civil Service executive grades by a combination of factors, not the least compelling of which was the Society's affiliation to the TUC.²

G. Disagreement with the decision to take industrial action

It is not uncommon for union members to disagree fundamentally with their organisation's decision to enter into dispute with management, especially when the dispute involves

1 See Association of Broadcasting Staff and Association of Cinematograph, Television and Allied Technicians, 1966 TUC Ann. Rep. 92.

2 Interview with M. Turner, Assistant General Secretary, Association of Scientific, Technical and Managerial Staffs, 8 January 1975; Interview with G. Gillman, General Secretary, Society of Civil Servants, 8 January 1975; Interview with P. D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

industrial action. Such a disagreement with one's union is at the heart of the TUC's provision in its Disputes Principles which prohibits the taking of another union's members when those members are engaged in a trade dispute.¹ The utility in such a provision is clear, as in its absence piratical unions could well undermine the ability of other unions to use industrial sanctions against management. Such breaches of discretion are relatively rare, as the ethic involved is one basic to the very idea of trade unionism, but they do occur.²

H. Members in conflict with union leadership

Sometimes a member's disenchantment with his union can be traced to his dislike for the union's local leadership. Perhaps the individual has been in conflict with his shop steward or his branch official.³ The conflict may be based on factors such as personality, politics, or union policy. When such a disagreement emerges, the individual concerned often seeks out new union representation. While it is arguably a breach of trade union ethics for one union to accept members of another when they are in conflict with their union or its leadership, it may border upon a charitable act for a union to enrol the individuals. That is to say, if the members'

1 See Principle 4, infra, p. 230.

2 See National Union of Railwaymen and Association of Supervisory Staffs, Executives and Technicians, 1964 TUC Ann. Rep. 97; Amalgamated Union of Engineering and Foundry Workers (Foundry Section) and Associated Metalworkers Society, 1971 TUC Ann. Rep. 29.

3 See Transport and General Workers Union and National Union of Public Employees, 1961 TUC Ann. Rep. 99. Cf. National Union of General and Municipal Workers and National Union of Printing, Bookbinding and Paper Workers, 1957 TUC Ann. Rep. 108.

disenchantment is based on the oppressive behaviour of a local official or shop steward, it may be an act of benevolence to remove the individuals from such oppression at the risk of embroiling one's union in inter-union conflict.¹

Dissatisfaction with union officials is not restricted to local officials who are in contact with the members involved. With the level of distribution achieved in most sections of society by the news media, national leadership figures are much more visible at the local level than formerly. Also, while in most unions the periodical journals are not distributed to each member, they are increasingly available for inspection at branch facilities or other union facilities on company property.² With the ever-enlarging public role for trade union leadership on matters of economic policy within the United Kingdom, opinions expressed by top leadership are likely to be scrutinised at the local level. It is only natural that there does not exist an automatic consensus on every official statement by a General Secretary, whether it is directed toward the nation's economy or a scene of industrial action involving

1 See National and Local Government Officers Association and National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 80.

2 This factor of union journals should not be weighted too heavily, as Hughes observes that 'if the entire print of the GMWU Journal were distributed it would reach one member in ten, but "there are strong reasons for believing that this is not happening ... most officials have had the experience of seeing bundles of Journals lying about in branch rooms."' J. Hughes, Trade Union Structure and Government, Research Paper No. 5 (Part 2), Royal Commission on Trade Unions and Employers' Associations (London: Her Majesty's Stationery Office, 1967), p. 40, para. 88. The quotation within Hughes' observation above is taken from the GMWU Report of the 50th Congress, Special Report on the Journal, p. 333.

the union's members. As a consequence, it may occur that members become so disenchanted with what they hear that they will wish to leave their present membership. If they seek to join a new union, inter-union conflict may result.¹

I. Members under discipline of their union

The TUC's Disputes Principles are unequivocal in proscribing the acceptance of individuals who are under discipline of their union.² Yet, as a leading writer on the rights of trade union members points out, 'Discipline of individual members is essential if a union is to survive as an effective organisation, but discipline may also be a ready tool of oppression within the union.'³ Thus, from the individual's point of view, it may be not only in his self-interest to avoid the imposition of some union sanction as a matter of pain avoidance, but also as a matter of escaping unjust punishment or political victimisation.⁴ An individual in this circumstance may well seek to change unions, and when he succeeds the two unions concerned are likely to enter into conflict.⁵

J. The loyalty of members to transferring officials

When the individual who defects to another union, for

1 See Iron and Steel Trades Confederation and Electrical Trades Union, 1965 TUC Ann. Rep. 122.

2 See Principle 4, infra, p. 230.

3 C.W. Summers, 'Legal Limitations on Union Discipline', Harvard Law Review, LXIV (1951), 1049.

4 After his discussion of union discipline in Great Britain, Professor Clegg concluded that 'there is very little evidence to suggest that the use of disciplinary powers to silence or remove opponents is generally an important factor in union government.' Clegg, The System of Industrial Relations in Great Britain, p. 112.

5 See National and Local Government Officers Association and National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 80.

whatever reason, is a shop steward¹ or branch official,² he is often in a position to draw upon the loyalty of the members under him to take them along to the new union. This is regarded as a serious matter by senior trade union officers, as not only might a large number of individuals be involved, but also if the practice were to become widespread the leverage of local officials upon central union offices would become more profound than it is at present.

IV. Section 5 of the Industrial Relations Act 1971

Before leaving the present topic, it should be added that the now-repealed Industrial Relations Act 1971 provided a means through which an individual could channel his activities against his union or the dominant union in an industrial setting. Section 5(1)(b) of the Act provided the worker a

right ... to be a member of no trade union or other organisation of workers [as unregistered unions were referred to under the Act] or to refuse to be a member of any particular trade union or other organisation of workers.

This right was qualified where the Act's provisions for approved closed shops or agency shops had been successfully invoked. Since at common law an individual member is free to resign from his union (as distinct from merely lapsing

1 See Amalgamated Engineering Union and Transport and General Workers Union, 1962 TUC Ann. Rep. 95.

2 See Amalgamated Society of Wire Drawers and Kindred Workers and National Union of General and Municipal Workers, 1968 TUC Ann. Rep. 116.

his membership), subject to institutional pressures such as the closed shop,¹ the import of Section 5(1)(b) was directly aimed at supporting individual freedom in the face of unapproved union security measures.² This was further emphasised by the provision's operation against the individual's employer, rather than his trade union. Moreover, Section 5(1)(a) provided the worker a right to join the union of his choice (excluding unregistered organisations of workers). Many registered unions saw this as a means by which to take advantage of an individual's exercise of a statutory right as a 'back door to recognition'.³ A recent study has concluded that Section 5 was not notably successful in making it possible for individuals to secure broader institutional claims against the closed shop,⁴ but it was added that 'A few registered bodies may ... have been able, by virtue of provisions such as section 5[(1)(a)], to

1 See Grunfeld, Modern Trade Union Law, pp. 35-36.

2 The Act, therefore, did not abide by the recommendation of the Royal Commission respecting the closed shop. See Report of the Royal Commission on Trade Unions and Employers' Associations, pp. 162-164, paras. 598-602. For a defence of the closed shop in the face of the Industrial Relations Act, see O. Kahn-Freund, Labour and the Law (London: Stevens and Sons, 1972), pp. 195-210. For an analysis of Section 5 of the Act in terms of its individualist orientation upsetting collective industrial relations, see K.W. Wedderburn, 'Labour Law and Labour Relations in Britain', British Journal of Industrial Relations, X (1972), 270.

3 Weekes et al., Industrial Relations and the Limits of Law, p. 123. See also The Post Office v. Crouch [1974] I.C.R. 378 (H.L.).

4 Weekes et al., op. cit., p. 63.

build up a base from which they could more easily obtain recognition.¹

1 Ibid., p. 124.

CHAPTER THREE

GROUP DISSATISFACTION WITHIN TRADE UNIONS

Dissatisfaction within trade unions may reside in groups of members as well as in individual union members. As is the case when individual members become dissatisfied, the presence of group dissatisfaction can bring unions into conflict. The sources of unrest may be the same as for individuals, or they may be unique to the group's circumstance. Groups of workers within trade unions may be defined for present purposes in terms of interests - primarily occupational, although possibly social, political, and geographical - which set them apart from other members or groups of members within trade unions. The present Chapter examines some major sources of dissatisfaction within trade unions based primarily upon special occupational concerns of groups of workers and identifies the implications of such dissatisfaction for inter-union relations.

I. Group Dissatisfaction and Inter-union Relations

As trade unions increasingly widen their recruitment scopes to encompass diverse groups of workers,¹ often by institutionalising their presence within the larger organisations

¹ See generally Hughes, Trade Union Structure and Government (Part 1), pp. 6-27, paras. 11-48.

by means of structural modifications such as 'trade groups',¹ the interests of these groups may be easily contradistinguished from those of the trade union as a whole, or from those of other groups within the trade union. It is when the contradistinctions are pronounced and fundamental that group activity within the union may take on dissident features, with the result, perhaps, of leading to disputes between the 'parent' union and others with a membership interest in the dissident group.²

A group within a trade union which is dissatisfied may shop around for new union representation. If, by virtue of its size or industrial position, the group is attractive to other unions, it may have little trouble in finding a taker. In one dispute to reach the Disputes Committee, for instance, a small group of members which was dissatisfied with the Confederation of Health Service Employees contacted the National Union of General and Municipal Workers seeking to have that union enrol it. The general union declined to accept the group's entreaty upon notification from COHSE that it would disapprove. The National Union of Public Employees, however, had no such reservation and enrolled the group. The two unions were immediately joined in conflict.³

1 See P. Elias, 'Trade Union Amalgamations: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 126-127.

2 This study will accordingly not focus on dissident activity which leads to the creation of breakaway unions. For reasons discussed at pp. 74-75, infra, dissatisfied groups of workers may find membership transfer to other bona fide unions as a more promising path to follow, with the result that inter-union conflict may arise between the bona fide unions. Breakaway unionism has been examined in Lerner, Breakaway Unions and the Small Trade Union.

3 See Confederation of Health Service Employees and National Union of Public Employees, 1961 TUC Ann. Rep. 107.

The impact of the disgruntled group's activity may be more fundamental than its breaking off to join another union. It may serve to jeopardise the organisational dominance of the parent union in the relevant setting. When a disgruntled group begins to propagandise within the industrial unit against its union, the result can be a sapping of the union's organisational strength. If the loss in organisational strength is sufficiently large, it is not out of the question for another union to attempt to fill the breach by commencing to organise within the unit. The original union without doubt will contest what it views as an incursion into its sphere. If the aggressor union persists, inter-union conflict results.¹

II. Group Dissatisfaction within General and other Large Unions

It has been observed that general unions violate the Webbs' principle of common occupational interest in union organisation by extending into virtually every occupational corner of British industry.² This organisational feature of general unions brings to light an interesting question, the answer to which illuminates sources of inter-union disputes which pertain to group dissatisfaction: that is, having recruited a sizeable number of diverse occupational groups

1 See National Union of Printing, Bookbinding and Paper Workers and National Union of General and Municipal Workers, 1957 TUC Ann. Rep. 108; 1958 TUC Ann. Rep. 104.

2 See B.C. Roberts, Trade Unions in a Free Society (London: Hutchinson, second edition 1962), p. 79. The Webbs develop this principle in Chapter IV, entitled 'Interunion Relations', in S. Webb and B. Webb, Industrial Democracy (London: Longmans, Green and Co., edition of 1920), pp. 104-141.

into its membership, how does the general union manage to meet their equally diverse needs?

These diverse needs, of course, are not always met. Often specialised workers who accepted the general unions' enticement of lower contributions, or whose first union was amalgamated into the general union (as, for instance, the National Union of Vehicle Builders was amalgamated into the Transport and General Workers Union) attempt to leave the general union's membership to rejoin a union more closely suited to their interests.

A. Occupational identification within the membership

One example can be drawn from the railway workshops, where the National Union of Railwaymen is the dominant union on the manual side. Also with representation among manual workers are the Amalgamated Union of Engineering Workers, the Electrical, Electronic, Telecommunication and Plumbing Union, and the Transport and General Workers Union, through its amalgamation with the Vehicle Builders. Many TGWU members who were formerly members of the NUVB have contacted the NUR expressing displeasure over their present membership in a union with no history of organisation in the workshops. The NUR accepted some of these individuals into membership and was brought into conflict with the TGWU. The disputes over these members were settled at the national level by the unions on a case-by-case basis. But dissatisfaction among members of the TGWU in the railway workshops is potentially a great source

of inter-union conflict.¹

1. Craftsmen and general unions

Another example of occupational identification within the membership, taken from the motor car industry, also involves former members of the Vehicle Builders now within the TGWU. At Ford, members of the Association of Patternmakers and Allied Craftsmen work side-by-side with the former NUVB members. Many of these members who are craftsmen expressed to APAC officials a displeasure at being represented by a union which has evolved from a tradition of representing unskilled labourers. APAC wished to enrol the craftsmen, but realised that to do so would infuriate the TGWU. Moreover, it would diminish the chances of APAC at the Disputes Committee, since without doubt it would be found guilty of improperly accepting the TGWU members. APAC decided against this approach, but rather than forsake the former NUVB members entirely, it has contemplated taking the TGWU to the Disputes Committee, where it would accuse the general union of unreasonably refusing to transfer its members.²

It is understandable that members of a union with a craft orientation, when taken into a general union, express discomfort in their new organisation. Not only is the craft tradition a rich and deep one in Britain, with the obvious

1 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974.

2 Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974.

effect that those who fall within it consider themselves a special case, distinct from the 'ordinary' worker, but also the craft tradition is one historically counter to that of general unionism. Craft unions are concerned with controlling access to the craft, as well as with negotiating terms and conditions of employment. When concerned with terms and conditions, they place a premium on uniformity wherever the craft is performed.¹ The antecedents of contemporary craft and ex-craft unions have their roots deep in British industrial history,² in many cases antedating joint regulation and collective bargaining, which, as Professor Clegg points out, 'grew in importance in the second half of the nineteenth century.'³

In contrast to this, general unions are relatively new. Their antecedents, the labourers' unions, were the instrument and the creation of the new unionism, as the great organisational effort among the unskilled workers of Britain in the late nineteenth century is designated.⁴ Throughout their history, they have placed little emphasis until relatively recently on structural modifications designed to favour a particular group of workers with special interests or talents. An interest in controlling access to a particular sort of work has had no place in the general union scheme, as the vast

1 See Clegg, The System of Industrial Relations in Great Britain, pp. 50-51.

2 See H. Pelling, A History of British Trade Unionism (Harmondsworth, Middlesex: Penguin, second edition 1971), pp. 17-32.

3 Clegg, op. cit., p. 51.

4 See Pelling, op. cit., pp. 93-122.

preponderance of general union membership has tended to have no specific skills to protect by keeping them in the hands of a limited group of workers.¹ The very idea of a privileged group of workers concerned with maintaining pay differentials based upon possessing special skills is antithetical to the interests of most members of general unions. All of these factors are apparent to the craftsman taken into a general union, and they underline the scepticism with which he may view his new organisation.

2. Craftsmen and industrial unions

The friction described between craftsmen and general unions may also exist between craftsmen and industrial unions, with the same result of inter-union frictions. In the tobacco industry, as an illustration, the Tobacco Workers Union has membership in every grade, ranging from unskilled workers through craftsmen to white-collar positions. At Imperial Tobacco, the TWU has the greatest membership among trade unions on the production side, and this fact is reflected in the composition of the National Council for the production side workers in Imperial.²

Recently, due to technological advances, individuals

¹ Although, as Clegg describes, the composition of the general unions' memberships is much more diverse than that of their antecedents, the labourers' unions, and has been for a long while. See Clegg, op. cit., pp. 44-45. See the descriptions of the TGWU and the NUCMW in Hughes, Trade Union Structure and Government (Part 1), pp. 7-8, 10-11, paras. 12, 19.

² Interview with C.D. Grieve, General Secretary, Tobacco Workers Union, 28 January 1975.

with specialised skills had to be imported into the industry and brought with them their craft union membership. The TWU did not contest their retaining the craft cards, so that they never became members of the TWU. But the TWU did represent them in a negotiating capacity. After a time, the craftsmen, mainly engineers and electricians acting on behalf of the Amalgamated Union of Engineering Workers and the Electrical, Electronic, Telecommunication and Plumbing Union respectively, sought representation on the National Council as a special group by claiming that the industry-wide perspective of the TWU-dominated National Council did not meet their needs. Moreover, they sought to establish separate bargaining machinery at the local level; previously TWU shop stewards consulted their craft counterparts before entering into any negotiations with management. This friction at Imperial Tobacco continued at the time of interviewing, with the TWU attempting to confront the challenge of the AUEW and the EETPU.¹

3. Craft leverage within larger unions

The craft or ex-craft union which has fitted itself into a larger union at times has great leverage within the larger organisation. So long as its special occupational tradition is maintained, secession must always be a possibility. Thus, it can be argued that the powers within the larger organisation will take special pains to keep the loyalty of the craft section. Since the rate of amalgamations between unions has increased significantly over the last decade - in

¹ Ibid.

part because of a statutory modification which has simplified the process¹ - and more amalgamations appear to be on the horizon,² the larger unions, into which smaller unions including craft and ex-craft organisations are merging, see it in their best interest to keep the recently amalgamated unions satisfied and within the fold. A serious defection based on the lack of interest of a large union in the special case presented by the craft tradition could well thwart other amalgamations in the future.³

4. The increasing obsolescence of craft classifications

The problem of maintaining craft identity within larger organisations is complicated by the growing obsolescence of craft classifications. A general or industrial union, or an employer for that matter, which does not pay what certain crafts consider to be sufficient respect to their traditional needs is not necessarily at fault. With the introduction of new technologies in the workplace, many of the distinctions between skilled and semi-skilled work have disappeared. In engineering, for instance, production workers are organised by the TGWU and the NUGMW, the country's two general unions, as well as by several former craft unions, including the AUEW and the

1 See The Trade Union (Amalgamation) Act 1964. See also P. Elias, 'Trade Union Amalgamations: Patterns and Procedures', Industrial Law Journal, II (1973), 125.

2 Hughes observed this in the mid-1960s and so reported in his Research Paper for the Royal Commission. See Hughes, Trade Union Structure and Government (Part 1), pp. 22-23, para. 39. The interviews with trade union officers conducted in connection with this study confirm the same as true presently.

3 The national officer of the TGWU whose function it is to oversee amalgamation discussions made this point most forcefully. Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975.

EETPU.¹ Two distinct traditions represented within British trade unionism, therefore, are brought to bear on the same grades. Further, it is very difficult to gain support for controlling access to a particular occupation when the occupation is subject to being performed by significant numbers in the workforce who do not benefit from an apprenticeship.² As Professor Clegg writes, '... the social institution of the craft can be established without a high degree of skill, and can certainly persist long after the job has lost most of its requirement for skill.'³ As a consequence, in instances where craft and ex-craft unions attempt to perform their traditional functions of controlling access and seeking uniformity in terms and conditions of employment for such occupations, they are not unreasonably deemed to be conservative and restrictive,⁴ and inter-union or union-management conflict may result.

5. White-collar workers in predominantly manual unions

As more predominantly manual unions develop white-collar sections, chances are reduced that tensions will arise between these unions and their white-collar memberships. Previously, it was quite common for white-collar members within predominantly manual unions to decry their position as one which was neglected so that the manual grades might be better served. Typically,

1 See Clegg, The System of Industrial Relations in Great Britain, p. 45; Roberts, Trade Unions in a Free Society, p. 79.

2 The number of skilled jobs which do not require an apprenticeship is on the rise. See Clegg, op. cit., p. 31.

3 See Clegg, op. cit., p. 31.

4 Employers are deeply troubled by these practices of the craft unions. See Evidence to the Royal Commission on Trade Unions and Employers' Associations of the Confederation of British Industry (London: Confederation of British Industry, November 1965), p. 30, para. 157.

they would then contact a white-collar union to begin an organisational campaign among them. The white-collar union would often do that, with the result of provoking a protest from the members' union.¹ Now the controversy arises not so much from the manual union's inability to service its white-collar membership, but from the fact that many white-collar grades have been secured by established white-collar unions. This means that those white-collar unions are brought into conflict with the white-collar sections of predominantly manual unions when the latter attempt to follow promoted members into these already organised grades.²

B. Problems in servicing the membership

The displeasure of craftsmen or other occupational groups at being represented by a union arguably not desirous of furthering their interests is not the sole source of group dissension within the ranks of the general and other large unions. Closely related is the argument that these unions are not able to service their massive memberships.³ This factor can be viewed in the context of the relationship between the United Road Transport Union and the TGWU. Here a situation exists in which geographical pockets of lorry driver members of the TGWU who feel that they are not receiving adequate service, usually measured in the amount of officers'

1 See Iron and Steel Trades Confederation and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 93.

2 See, infra, Chapter Four.

3 See Hughes, Trade Union Structure and Government (Part 2), pp. 33-37, paras. 75-81.

time which is allocated to their needs, contact the URTU's local and divisional officers requesting transfer into that union. When they are accepted, the URTU is brought into conflict with its larger rival.¹

Another way of viewing the servicing problem caused by general union development is to examine the credentials of those whose duty it is to do the servicing, the union's full-time officers. In an industrial union, there is no doubt that all officers come from the same industry. Of course, any officer could well have performed an occupation while still an employee quite different from those of the members he services, but there is still the attachment of having the same industry in common. Similarly, in craft and other occupational unions, there is a certainty that any officer summoned to the local level will have an occupational background which closely resembles that of the members he services.

This is not always the case with the general unions, although the TGWU in particular attempts to minimise such problems through structural modifications.² There is always

1 Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974.

2 See Hughes, Trade Union Structure and Government (Part 2), pp. 35-36, paras. 78-80. Elias contrasts the trade group structure of the TGWU with the regional group structure of the NUGMW for purposes of determining the respective structures' appeal to other unions contemplating amalgamation. The TGWU, he concludes, is better adapted in regards to preserving the individual character of groups amalgamated into the union. This means, in part, that much of the servicing task will be handled by persons with backgrounds in the same areas as those who are serviced. See Elias, 'Trade Union Amalgamations: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 126-127.

a chance in a general union that an officer from a different industry will be expected to service, or to speak on behalf of, members who may not believe in his ability to do so. The dissatisfaction created by any servicing inadequacies of general unions at times causes groups of workers to leave their membership, a fact which the general unions do not normally accept with equanimity.

III. Unions with a Membership Interest in Dissatisfied Groups

A union with a particular occupational thrust to its recruitment is often able to abet the growth of dissension within the ranks of the larger unions.¹ An officer of the Confederation of Health Service Employees, for instance, indicated that his union is able to do this to the general unions in the health industry.² A union such as COHSE will not always, of course, be able to negotiate a transfer of members from general and other large unions merely because it is in a superior bargaining position or better able to service the members concerned. But as new employees enter the industry, they probably will desire to join the specialised union which is more closely tailored to their interests. Not only does this place a heavy recruiting burden on the larger unions, but the increase in the specialised union's membership adds

1 See Transport and General Workers Union and Guild of Insurance Officials, 1965 TUC Ann. Rep. 98.

2 Interview with T.E. Malinson, National Officer, Confederation of Health Service Employees, 18 February 1975.

to the attraction of that union for the larger union's specialist members.

Since the advent of the employer check-off system for the collection of union contributions, which the Royal Commission found to be both useful and increasingly utilised,¹ craft unions have been particularly keen on seeing to it that members who have strayed into other organisations are returned. NUPE, for instance, has some craftsmen enrolled despite the fact that local authority craft negotiating machinery is exclusively in the hands of the Amalgamated Union of Engineering Workers and the Union of Construction, Allied Trades and Technicians. Prior to the check-off being introduced, there was little mention of NUPE's craft membership. But since it has been utilised, UCATT in particular, due perhaps to a weaker financial position, has sought to have the craftsmen transferred. Where the check-off system guarantees regular payment of contributions, a union such as a craft union with a particular focus to its recruitment is likely to attempt to enrol all potential members, irrespective of their present union affiliation.²

Some unions have been known to utilise their specialists' orientation in such a way as to lure workers away from their present union. For example, the specialists' union might

1 See Report of the Royal Commission on Trade Unions and Employers' Associations, pp. 192-193, paras. 718-722. The TUC reported in 1972 that at least one-third of all trade union members now have their contributions deducted by the employer and paid over to the union, compared with one-fifth only six years before. See 1972 TUC Ann. Rep. 314. But see Weekes et al., Industrial Relations and the Limits of Law, pp. 48-50, where the TUC figure is said to be conservative.

2 Interview with J.D. May, Assistant General Secretary, National Union of Public Employees, 4 April 1975.

suggest that an increase in wages could follow a transfer in membership due to the coming into effect of a different negotiated agreement for the individuals concerned. It might also suggest that only by transferring will the members involved afford themselves the opportunity to move up the occupational hierarchy, perhaps by gaining semi-skilled status through the efforts of their new union to replace the unskilled label they now bear. This behaviour on the part of a union is sure to provoke resentment and perhaps retaliation from the workers' present union.¹

It should be added that it is not always a crass, offensive tactic by unions with a strictly defined focus to their recruitments when they attempt to enrol members of general and other large unions who fit their organisational descriptions. It may be that the specialists' union is responding to an appeal from the workers involved. Perhaps a clearance for transfer has been requested from the workers' present union only to be ignored. Be that as it may, it is difficult for a trade union to refuse a plea for representation from individuals who arguably should be enrolled in it in the first place, and who may not be benefiting from adequate representation at present.²

The Disputes Principles of the TUC come into play here as well. They prohibit one union from taking members of another

1 See National Union of General and Municipal Workers and Amalgamated Union of Building Trade Workers, 1954 TUC Ann. Rep. 96.

2 See Transport and General Workers Union and National Union of Water Works Employees, 1970 TUC Ann. Rep. 122.

without enquiring of the members' union as to its position on the individuals' transfer.¹ If a union is of the opinion that another union is refusing unreasonably to transfer members, the proper course to follow is to come to the Disputes Committee and so argue.² But often members who are disgruntled with their union representation permit themselves to go in arrears with contributions with a view to permitting their memberships to lapse. Assuming, for present purposes, that their membership is thus terminated, a cloud still remains over the members with respect to their joining another union. The TUC's Disputes Committee has permitted unions to object to the enrollment of former members by other unions long after those individuals have terminated their memberships.³ Another provision of the Disputes Principles, however, indicates that no premium should be placed on non-unionism as TUC-affiliated unions strive to live and grow in accordance with the dictates of the Disputes Principles.⁴ The crux of the matter is that a union may argue, quite legitimately, that it has determined that a group of workers is non-unionist and that, acting within the spirit of the TUC's own Principles, it has recruited them. The Disputes Committee's decision has usually favoured the workers' original union, but not with sufficient certitude to prevent this circumstance from arising periodically.⁵ Part II

1 See Principle 2, infra, p. 229

2 Ibid.

3 See, infra, pp. 259-261.

See also Principle 2, Note (c), infra, p. 229.

4 See Principle 5, Note (a), infra, p. 231.

5 See Transport and General Workers Union and Society of Graphical and Allied Trades, 1970 TUC Ann. Rep. 144.

of this study will treat this and other aspects of the application of the TUC's Disputes Principles in much greater detail.

IV. Some Other Aspects of Group Dissatisfaction within Trade Unions

A. Group rivalry within unions

One source of dissatisfaction within the membership ranks of unions is the belief of one group of members that the union's leadership is unable to control another group's activities. Recently, the intense conflict in Britain's docks over the containerisation issue pitted docker members of the TGWU against the union's lorry driver membership. A more detailed discussion of this controversy will follow in Chapter Eight,¹ but for now it can be noted that some lorry drivers were so disillusioned with the TGWU leadership's inability or unwillingness to constrain the dockers not to act to the detriment of the lorry drivers, that many of the drivers left the TGWU. Indeed, an officer of the TGWU observed that the real winner in the affair was the United Road Transport Union, to which a sizeable number of the TGWU lorry drivers fled.²

B. Status conscious groups

Inter-union conflict may arise when one group within

1 See, infra, pp. 180-183.

2 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975. This conflict continues, although warehousemen are now the main group in opposition to the dockers. See C. Tyler, 'Rebellion in TGWU over dock issue', Financial Times, 23 March 1976, p. 16, col. 7.

a trade union considers its own status as significantly outranking that of the rest of the union. An example can be drawn from a situation involving the Association of Teachers in Technical Institutions. The ATTI organises teachers in Colleges of Further Education, Colleges of Technology, Polytechnics, Colleges of Mining, Colleges of Art and similar institutions. Some of those individuals who teach in the Polytechnics feel that they should be segregated organisationally from the teachers in the rest of further education. This feeling apparently has been encouraged by the Polytechnic Directors, and the result has been the emergence of a new organisation, the Association of Polytechnic Teachers. The new organisation at the time of interviewing had in its membership approximately twenty per cent of the ten thousand teachers in the field. The ATTI has entered into conflict with the new organisation in an attempt to minimise further defections from within its membership ranks.¹

C. Chronically disgruntled groups of workers

Some groups of workers seem perpetually difficult for their unions to please. Within the National Union of Public Employees, for example, the membership group traditionally the most dissatisfied with the union is the ambulance drivers. NUPE has engaged in inter-union conflict over members from within this group repeatedly in the past, but it recently has adopted the policy of not objecting when those members wish to leave NUPE for another union. The size of the group involved

¹ Interview with P. Dawson, Negotiating Secretary, Association of Teachers in Technical Institutions, 29 January 1975.

has been judged not to be worth continued inter-union conflict. If, however, the group attempted to form its own union to compete on a limited basis with NUPE, or attracted a new trade union force into the field of organisation, NUPE undoubtedly would take action to exclude the new union from the negotiating process.¹

V. Obstacles Confronting Breakaway Unions

Much group dissidence within trade unions finds vent in inter-union conflict between established trade unions rather than in the formation of breakaway unions because of the great obstacles breakaways must face in becoming legitimate unions. Their parent unions, of course, will struggle to suppress them.² Management and other bona fide trade unions (including the TUC and its Disputes Committee) are not likely to respond to the breakaway in a manner which would reinforce its legitimacy.³ Government policy - apart from that embodied in the Industrial Relations Act 1971 - also works against these fledgling organisations.⁴ For these reasons, dissatisfied groups often view membership transfer into established unions

1 Interview with J.D. May, Assistant General Secretary, National Union of Public Employees, 4 April 1975.

2 Breakaway unions create great tensions for trade union leadership, however. See V.L. Allen, Trade Union Leadership (London: Longmans, Green and Company, 1957), pp. 56-75, 160-171.

3 See generally Lerner, Breakaway Unions and the Small Trade Union; B.C. Roberts, Trade Union Government and Administration in Great Britain (London: G. Bell and Sons, 1956), pp. 52-53.

4 See Roberts, op. cit., pp. 52-53; Roberts, Trade Unions in a Free Society, pp. 82-83; Grunfeld, Modern Trade Union Law, pp. 32-33.

as a more promising path to follow, which can result in conflict between the established unions.

CHAPTER FOUR

PROMOTION DISPUTES

The event which today produces more inter-union disputes which reach the Disputes Committee of the TUC than any other is an employee's promotion into a grade where a union other than his present one claims the right to enrol him. As more white-collar grades have become organised by white-collar unions, the potential for inter-union frictions on the promotion issue has increased correspondingly. The predominantly manual unions, moreover, have not passively accepted the recruitment successes of white-collar unions. Many of the predominantly manual unions have established white-collar sections to compete with the white-collar unions. This means, in part, that upon a member's promotion into a white-collar grade, his present, predominantly manual union will claim that its white-collar section is equally appropriate with the white-collar unions to have the individual in membership. This leads to inter-union conflict. This Chapter examines the promotion problem with particular reference to the white-collar grades, but describes as well how promotion can lead to conflict between manual unions.

I. Employees Promoted into Areas where their Union Is Not Organisationally Dominant

At times, an employee's promotion may place him in a

grade where his present union is not organisationally dominant but is represented in the negotiating machinery. An example can be found in the public sector. In local government, there are approximately one and one-half million manual workers represented by a National Joint Industrial Council, and one-half million white collar workers represented by the National Joint Council of Administrative, Professional, Technical and Clerical Services. This latter council is dominated by the National and Local Government Officers Association, which occupies twenty-seven of the thirty-five seats on the council. Also holding seats are NUPE (three), the NUGMW (three), the TGWU (one), and COHSE (one). In this context, problems may arise when a manual worker is promoted to a white-collar position, which has been a fairly regular occurrence of late. Let it be assumed that he is a member of the TGWU.¹

When he takes his new position, he probably will wish to transfer to NALGO because of its greater benefits, and because of NALGO's domination of the bargaining machinery. NALGO would presumably be pleased to enrol him. But if the TGWU is reluctant to permit him to leave its membership, there may be difficulties. NALGO cannot argue on the basis of its negotiating rights that the employee rightfully belongs to it, because negotiating rights are shared, albeit in a very small way, with the TGWU. NALGO is reduced to the less persuasive contention that the individual will receive superior service

¹ Interview with W.A. Widden, Senior Assistant Organising Officer, National and Local Government Officers Association, 4 November 1974.

if he is a NALGO member. Ill feelings between the unions and perhaps a dispute over the member may result.¹

The problem confronting NALGO in this instance is seen again when one views a circumstance involving the Transport Salaried Staffs Association in the railway workshops. The Joint National Council for workshop supervisors has nine trade union seats. The TSSA, the AUEW, the NUR, and ASTMS occupy two seats each, while the Confederation of Shipbuilding and Engineering Unions occupies one. Approximately fifty per cent of the eligible staff are organised by the TSSA, and the other unions share the rest. Workshop supervisors are often promoted into their positions from craft grades; they generally belong to the AUEW or the EETPU. Because the AUEW seems to have developed a national posture which rules out as unacceptable any transfers of membership upon promotion, along with the fact that that union is represented in the negotiating machinery, the engineering union has persistently of late refused transfers into the TSSA upon the promotion of a member who himself wishes to be transferred. With the AUEW having an equal place on the JNC, the TSSA has very little leverage to use against the larger union.²

II. Employees Promoted into Areas where their Present Union Has No Negotiating Rights

A variation on the example recounted above involving

1 Ibid.

2 Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975.

NALGO concerns the promoted employee holding membership in a union which is not organisationally dominant in his new grade and is also not represented on the National Joint Council of Administrative, Professional, Technical and Clerical Services. Because of NALGO's many benefits, the control it will exert on the employee's salary negotiations, and the influence it will have on other aspects of his employment situation, such as regrading provisions and appeals machinery, the individual can be expected to desire transfer. NALGO upon receiving his application will not only desire his transfer, but demand it.¹

The recently promoted employee's present union, however, seldom shares his or NALGO's enthusiasm over his proposed membership change. According to NALGO, the EETFU has been notorious in this regard, in that it has rarely responded positively to NALGO's or the employee's request for an approved transfer.² NALGO, as a matter of policy, does not formally solicit the employee's membership in these promotion cases. For the reasons stated above, it has found itself sufficiently alluring to the employee as to ensure an affirmative recruitment effort is not required. Thus, the initiative taken for transfer, formally speaking, can be assigned to the individual. If a Disputes Committee hearing is required, NALGO, therefore, can

1 Interview with W.A. Widden, Senior Assistant Organising Officer, National and Local Government Officers Association, 4 November 1974.

2 Under the style 'National and Local Government Officers Association and Electrical Electronic Telecommunication Union/Plumbing Trades Union', see disputes reported at the following citations: 1972 TUC Ann. Rep. 28; 1972 TUC Ann. Rep. 28; 1974 TUC Ann. Rep. 23. Cf. 1971 TUC Ann. Rep. 27.

assert that based on its organisational strength, its bargaining superiority, and its observance of the trade union ethic of not affirmatively recruiting another union's members, the individual rightly belongs in NALGO membership.¹

III. Cooperation between Manual and White-collar Unions on Promotion

An employee's promotion does not necessarily lead to acrimony between unions even in a situation of multi-unionism. When a number of unions share the same industry or sector, it is often the case that formal inter-union agreements or simple conventions based on custom and practice dictate that transfers in promotion cases be handled uniformly and smoothly. In the Post Office, for instance, when members of the Union of Post Office Workers are promoted into grades organised by the Society of Post Office Executives, or members of the Post Office Engineering Union are promoted into grades organised by the Civil and Public Services Association, the transfers are handled routinely and without incident.² The same is generally true in the Civil Service, where most unions are horizontally constituted and promotion of members into other unions' grades is therefore a regular occurrence.³ A similar relationship

1 Interview with W.A. Widden, Senior Assistant Organising Officer, National and Local Government Officers Association, 4 November 1974.

2 Interview with A. Ferguson, General Treasurer, Post Office Engineering Union, 10 April 1975.

3 Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

has developed between the National Society of Operative Printers, Graphical and Media Personnel and the National Union of Journalists in the printing industry. Besides direct recruitment, entry into the journalism field is achieved through promotion of photographic printers into photographers and editorial clerks into journalists. Both photographic printers and editorial clerks are organised by the NSOPGMP, but an inter-union agreement has been designed to facilitate their transfer to the NUJ upon promotion.¹

IV. Management Promotion Schemes

Management programmes have been developed to enhance promotion from manual to white-collar grades. For example, in the railway industry, persons found in the professional, research, and technical grades possess academic training of some sort, manifesting itself in a specialists' knowledge. Normally these individuals enter the industry fresh from their academic settings or from other industries where their specialised knowledge is required. They are organised by the TSSA, and the grades have been negotiated for by the TSSA (then the Railway Clerks Association) since World War II. In 1948, the Railway Board adopted a programme which enables people from the railway grades to be promoted into the professional, research, and technical grades. These individuals

¹ Interview with G. Viner, Training and Research Officer, National Union of Journalists, 16 April 1975. The inter-union agreement can be found in Appendix A, Document F, infra.

as a rule are members of the NUR. Many have sought to retain their NUR membership, out of their loyalty to that union as well as their attachment to certain non-transferable benefits, most notably the death benefits, which have been accruing to them. Attempting to use these members as a foothold, the NUR has argued that it should be represented in the negotiations for the professional, research, and technical grades. The TSSA believes otherwise, and the dispute which grew out of the disagreement was eventually referred to the TUC.¹

V. The Creation of Interim Grades

As a means of retaining promoted membership, some manual unions have attempted to negotiate into existence interim grades for which they are then the recognised union. The intention is to prevent the promoted worker from entering grades negotiated for by an established white-collar union. Since the white-collar union to quite some extent draws upon promotees as a membership source, it usually objects strenuously to this manoeuvre. Further, it will be viewed by that union as a drain on its negotiating power for the established white-collar grades.² Such an interim grade, referred to as

1 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 16 January 1975; Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975. See National Union of Railwaymen and Transport Salaried Staffs Association, 1973 TUC Ann. Rep. 30; National Union of Railwaymen and Transport Salaried Staffs Association, 1972 TUC Ann. Rep. 35.

2 Cf. Transport Salaried Staffs Association and National Union of Railwaymen, 1965 TUC Ann. Rep. 121.

'established status', has been created in the railway industry, and it serves as a mid-way stop between wage and salary grades.¹

VI. Promotion Disputes between Manual Unions

Many disputes over individuals promoted into grades not organised by their present union involve predominantly manual unions on one side and white-collar unions on the other. The attempts of the EETPU to retain members promoted into white-collar grades in local government which led to disputes with NALGO have been mentioned.² Similar disputes abound in the private sector. Many disputes, however, which are the result of an employee's promotion do not involve white-collar unions, but pit craft and ex-craft unions against those, primarily the general unions, which traditionally have represented workers with lesser skills. In these instances, the craft unions are worried that the constant promotion of workers from lower grades will jeopardise the integrity of the crafts concerned. As Professor Clegg has pointed out, it is increasingly the case that 'promotion takes men stage by stage from labourers to the highest level of skill.'³

Disputes between craft unions and unions which traditionally

1 Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975.

2 See, supra, pp. 78-80.

3 Clegg, The System of Industrial Relations in Great Britain, p. 41. See also p. 31.

have represented workers with lesser skills typically centre on those unapprenticed workers whose tasks are nearly equivalent to the crafts concerned.¹ It may be that an unapprenticed worker is promoted over the years from his labouring grade to a semi-skilled or even a skilled grade. At this point pressures similar to those felt by the previously discussed member of the BETPU contemplating transfer to NALGO may be felt by the unapprenticed worker.² He may view membership of the craft union as a sign of his occupational ascendancy. The craft union may wish to enrol him because it wishes to preserve the integrity of its craft from the encroachment of a union catering primarily for the unskilled. Perhaps it will wish to register the individual as a dilutee. Indeed, it is not uncommon for the craft union to have negotiated a semi-skilled grade into existence as a means of buffering the craft from those individuals who have not completed the approved apprenticeship, with a view to negotiating for the grade as well. The individual's present union will wish to retain him as a means of expanding its organisational base. Also, such a union might well tire over a period of time of seeing its most able members promoted into another union's grades. Conflict between the unions very often ensues.

1 See Transport and General Workers Union and Birmingham and Midland Sheet Metal Workers Society, 1960 TUC Ann. Rep. 96; National Union of Blastfurnacemen and Amalgamated Engineering Union, 1962 TUC Ann. Rep. 103.

2 See, supra, pp. 78-80.

VII. The Industrial Union in Promotion Cases

An industrial union presents a difficult problem on the promotion issue for white-collar and other largely horizontal unions. An industrial union by its declared purpose sees itself fit as a negotiator for everyone who falls within the given industry. More particularly, it regards itself as the institutional response to problems between unions over issues such as promotion - a response which must be given the opportunity to be articulated. Promotion problems are, after all, typically disputes between unions which are largely organised horizontally, perhaps crossing from industry to industry. The vertical organisation of an industrial union, however, permits it to cater for the individual throughout a normal industrial life, whether he is promoted from unskilled to semi-skilled grades or from the higher manual to supervisory grades. The argument presented by a horizontally constituted union in promotion cases loses much of its force where industrial unions are concerned.¹

VIII. Promotion of Workers Secured by their Original Union

An issue even more difficult than that presented by the typical promotion dispute arises when the promotion of union members into another union's sphere of influence is the result

¹ See Iron and Steel Trades Confederation and Association of Supervisory Staffs, Executives and Technicians, 1968 TUC Ann. Rep. 120.

of an upgrading of a class of workers, and the upgrading is brought about through the efforts of the workers' original union. The union which brought about the upgrading will be unwilling to see its effort bringing benefit not to it, but to another union. The other union, which lies organisationally above the first in the occupational hierarchy, will view any move by the members' original union to continue representing them as an encroachment. Indeed, the upgrading may well be the result of the first union's attempt to retain its members upon their being promoted by extending upward the union's organisational base. Be that as it may, it remains that a number of members, perhaps a large number, are at stake in the conflict, as well as future rights for the grade. Neither union, then, will take lightly the resolution of this dispute.¹

IX. Unilateral Declarations by Management on Manual or White-collar Status

Given the heated competition between manual and white-collar unions in much of British industry, management takes great risks when it unilaterally declares a marginal grade of workers to fall within one category or the other.² The Civil Service Union experienced this difficulty in its 'physical security' sphere of organisation, when patrolmen were declared

1 See National Union of General and Municipal Workers and Association of Scientific, Technical and Managerial Staffs, 1970 TUC Ann. Rep. 68.

2 See Tobacco Workers Union and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 91.

by the management side of the Whitley Council to fall on the industrial and not the staff side of the dividing line. There is now tension between the CSU and the NUGMW on this issue.¹ Often the decision regarding the type of work performed is not as unilateral as it may appear. Although the decision is visibly made by management, it may be that this has come about only after pressure by one union or the other has been brought to bear. Since it may require only a subtle redefinition of the duties required of the grade concerned to put it clearly on one side or the other of the manual/white-collar fence, unions may attempt to apply pressure to influence the process of job definition.²

X. Agreement on the Promotion Issue

Inter-union agreements are one method by which inter-union promotion problems may be solved. As mentioned above,³ such agreements exist on the promotion issue. Yet, the argument that promotion problem areas between manual and white-collar unions can be eliminated through the creation of inter-union agreements to cover the issues overlooks some serious obstacles in the path of such agreement. Very often, for instance, neither

1 Interview with J.O.N. Vickers, General Secretary, Civil Service Union, 6 June 1975.

2 Examples of such pressure being applied are difficult to pinpoint; but for a case where it may have been applied, see Tobacco Workers Union and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 91.

3 See, supra, pp. 80-81.

union will desire to share the grade concerned, for it may seem that the very purpose of contending over the grade would be lost for both unions. That is, both unions may believe they are conceding the point. Further, sharing organisational and negotiating rights for a controversial grade in all likelihood simply shifts the scene of the battle one grade up the occupational hierarchy; this is with the possible exception of those situations in which promotion schemes have a clear stopping point in the hierarchy. In these situations, sharing the final point to which the manual worker will ascend may be the answer. But even here a problem remains.

From the point of view of the white-collar union, such a compromise is often untenable. The white-collar union has two sources of membership: these are, first, those individuals who enter its area of organisation by means of direct recruitment and, second, those individuals recently promoted from the manual grades. To deny the second source by allowing manual unions to retain some or all of their promoted members is to permit manual unions to place at least a partial stranglehold on the white-collar union's membership. Manual unions, on the other hand, do not face the possibility of membership strangulation if they lose on the promotion issue. The manual unions are worried, however, that improvements negotiated for the higher wage grades over the years which have imbued them with many characteristics of the salaried grades (pensions, sick pay, etc.) will cause the membership in these grades to aspire to union status commensurate to their condition of employment. This could possibly lead the employees occupying

grades that are shared to attempt transfer into a white-collar union.

The only agreed alternative to sharing the grade is to grant that it should be wholly within the province of one or the other of the unions. If this could be agreed upon, however, there would not be the need for the present conflict over the issue. Arguments that the grade should be made the province of the white-collar union with the provision that all transfers be granted automatically both upon promotion and demotion ignore the fact that the promotion/demotion ratio, whatever it may be in any industrial circumstance, is not likely to be the source of much consolation for the manual union.¹

This notwithstanding, it is often argued that promotion disputes between manual and white-collar unions are handled best only when the grade in conflict is handed exclusively to the white-collar union. As yet, it is said, white-collar unions have exhibited less a tendency of making inroads into traditionally manual areas than the manual unions have into traditionally white-collar areas. In part, this is due to the relative rarity of finding a member of a white-collar union having his employment shifted to an area of settled manual organisation. The locus of inter-union conflict between manual and white-collar unions, as a consequence, has more a downward than an upward rigidity to it. This argument fails to take into account the creation by most manual unions of white-collar

¹ See Association of Scientific, Technical and Managerial Staffs and Electrical Electronic Telecommunication Union/Plumbing Trades Union, 1970 TUC Ann. Rep. 21.

sections - a major development in what Hughes refers to as 'open' unionism¹ - which seek to compete with white-collar unions by establishing themselves as appropriate for white-collar grades. This single fact renders largely nugatory any simple solution to the promotion problem in much of British industry.

¹ The three largest unions in Britain, for instance, all of which are predominantly manual, now have white-collar sections: TGWU (Association of Clerical, Technical and Supervisory Staffs), AUEW (Technical and Supervisory Section), and NUGMW (Managerial Administrative Technical Supervisory Association).

CHAPTER FIVE

TRADE UNION EXPANSION INTO CONTROVERSIAL AREAS OF ORGANISATION

It is typical of many organisational disputes that they emanate from the expansionary tendencies of trade unions; tendencies, that is, which radiate outward from settled areas of organisation. To frustrate such a movement, as an adverse outcome of an organisational conflict with another union could well do, might be to disrupt a union's projected pattern of growth. This consideration is most apparent at present in the white-collar sector, where union growth means extension into many previously unorganised areas.

These expansionary tendencies are often no more than reflections of the expansionary policies of unions. In addition to the large number of organisational disputes which result from these tendencies, some large-scale poaching efforts can be traced back to the same source. This type of poaching is to be contrasted with the generally more limited type of poaching which is largely a function of the recruiting zeal of local officials and shop stewards placed in the context of multi-union organisational patterns. It is the intention of this Chapter to investigate those factors which are behind trade union expansion into organisational areas claimed by more than one union.

I. The Desire to Increase the Size of the Membership

A. An increase in power

The premium placed on the organisational expansion of trade unions is based in large part on a desire to add to the number of workers enrolled. Greater numbers translate into power not only in terms of bargaining against employers, but also in respect to a union's position vis-à-vis other unions attempting to organise in the same areas. Also, as the TUC, through its General Council, acquires more authority to speak for British trade unionism, more unions wish to assume a status which will permit them to influence TUC policy. A union has as many votes at Congress as it has members. Moreover, seats on the TUC's General Council, while distributed on the basis of different industrial groups formed out of the TUC's membership, are occupied by individuals who have been voted on by the Congress as a whole. Thus, the composition of the General Council is largely a reflection of the desires of the largest unions.¹

1 For the latest in a series of critical commentaries by trade union officers on the manner in which the TUC's General Council is constituted, see E. Roberts, Workers' Control (London: Allen and Unwin, 1973), pp. 206-207. The author is an Assistant General Secretary of the Amalgamated Union of Engineering Workers. For an earlier criticism by a former General Secretary of the National Union of Public Employees, see B. Roberts, The Price of TUC Leadership (London: Allen and Unwin, 1961), especially pp. 124-130, 137-141. The six largest unions in the TUC (TGWU, AUEW, NUGMW, NALGO, NUPE and EETPU) possess over one-half of the total members of affiliated unions. Source: 1974 TUC Ann. Rep. 585-625. This leaves open the question of the degree of cooperation achieved by the six when the composition of the General Council is at issue. The authors above believe that that cooperation is usually forth-

(cont.)

B. An increase in visibility

Size of membership is a factor in another respect as well. The larger a union becomes, the more public recognition it receives. The more conspicuous it becomes, the easier its recruitment efforts are. A case in point is the Confederation of Health Service Employees. In the early 1960s, COHSE's membership figure hovered at about 60,000. This figure began to move slowly upward over the course of the decade, but increased significantly in the period of COHSE's suspension and expulsion from the TUC in 1973 and 1974.¹ The union in this period began to recruit more energetically than it had before, and to take positions more conspicuously militant than had before been the case. This was in response to COHSE's fear of large-scale poaching by its union competitors once it was stripped of the protection of the TUC's Disputes Principles.²

In those two years alone, 96,000 members were recruited into COHSE, of whom over half are expected to remain.³ The officer in charge of recruitment in this period was very much at a loss to explain his and the union's success except in

1 (cont.)
coming.

Recently, the General Secretary of APEX, whose union has been party to a conflict with the TUC's Disputes Committee which ended up in the courts, was not re-elected to his seat on the General Council after four years of continuous service. His defeat 'was brought about by the withdrawal of support by [USDAW, the seventh largest union] whose delegation transferred its backing to his militant rival because of the court case ...' P. Routledge, 'Left wing ganged up against me', defeated union leader says', The Times, 3 September 1975, p. 5, col. 3.

1 COHSE was one of the unions suspended and expelled from the TUC for having registered under the Industrial Relations Act 1971.

2 Interview with T.E. Malinson, National Officer, Confederation of Health Service Employees, 18 February 1975.

3 COHSE's membership increased by approximately 70 per cent from 1970 to 1974.

terms of the publicity the union received for its positions during industrial disputes involving ancillary staff and nurses. He further believed that the larger COHSE became, the easier it was for the union to remain conspicuous. COHSE is now called upon by the news media to react to government proposals and to economic conditions generally, with the result that the union is kept before the public.¹

C. Securing an adequate financial base

Another motivation which keeps unions on the recruiting offensive is financial in nature. It has been observed time and again that the contributions paid by British trade unionists are so low as to place their unions in difficult financial positions.² Hooberman adds that, due to inter-union conflict over membership, 'no proposal to increase the weekly contribution is put forward without comparing it with the contribution paid to other unions.'³ An officer of a small craft union felt that the unrealistically low level of contributions was

1 Interview with T.E. Malinson, National Officer, Confederation of Health Service Employees, 18 February 1975.

2 See, e.g., W.E.J. McCarthy and N.D. Ellis, Management by Agreement: An Alternative to the Industrial Relations Act (London: Hutchinson, 1973), pp. 174-177.

3 B. Hooberman, An Introduction to British Trade Unions (Harmondsworth, Middlesex: Penguin, 1974), p. 33. The Royal Commission found, however, 'that most union members are prepared to pay higher contributions provided that there is a good reason for doing so.' Report of the Royal Commission on Trade Unions and Employers' Associations, p. 192, para. 717. A survey of 93 member unions by the TUC in 1972 indicates that 80 increased their contributions since the Royal Commission reported. But as a percentage of earnings, union contributions have fallen by more than half since 1938. See 1972 TUC Ann. Rep. 315.

not only an effect, but a prime source of inter-union conflict as well. With unions, in many instances, forced to recruit every member possible in order to ensure a stable financial position, it would be unlikely that a spirit of harmony would ever replace the inter-union tensions which now exist.¹ To complete the circle back to Hooberman's point, the existence of unions with low contributions militates against any unilateral increase in contribution levels by other unions, as the other unions could well suffer significant membership losses as a result.²

II. Some Other Aspects of Controversial Trade Union Expansion

The three factors listed above - power, financial stability, and visibility - can be termed three major institutional influences on trade union expansion into controversial areas of organisation, in the sense that they represent three goals generally held by all unions: 1) sufficient power to bargain with employers and to secure organisational claims against rival unions; 2) sufficient finances to allow for the proper staffing and servicing of a growing membership; and 3) sufficient visibility to contribute to the recruitment efforts which are fundamental to the maintenance of the first

1 Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974.

2 See, e.g., Amalgamated Union of Building Trade Workers and Transport and General Workers Union, 1970 TUC Ann. Rep. 166.

It has been suggested recently that one way in which to overcome the problem of 'cut-price' unionism is to build a minimum subscription rate into the legal definition of trade unions. See McCarthy and Ellis, op. cit., pp. 176-177, 193.

two factors. Below are found other factors of less universal applicability, any one of which could lead to trade union expansion into a controversial area of organisation. The following list is not intended to be exhaustive as much as illustrative.

A. Management and the bargaining environment

1. Direct management influence on union expansion

Management has been known to complicate inter-union matters by inviting a union to recruit its employees because it has little use for the union presently engaged in organising them.¹ In this situation and others, a union's recruitment motivation may be induced, directly or indirectly, by management activities. Another instance arises when a company organised by one union takes over a company organised by another. One of the unions, if not both, is liable to attempt to make organisational inroads in its opposite's areas of weak organisation.²

2. Areas of organisation weakened due to industrial disputes

An act which is always bound to provoke the wrath of a trade union is an outside union's entering an area with organisational aims when the first union is in dispute with management. Often, but by no means always, the dispute involved

1 See Society of Graphical and Allied Trades and Union of Shop, Distributive and Allied Workers, 1970 TUC Ann. Rep. 92.

2 See Bakers Union and Union of Shop, Distributive and Allied Workers, 1970 TUC Ann. Rep. 161.

is over recognition.¹ Because of the dispute with management, the original union could have a lessened presence in the establishment. It is not uncommon for some members to become dissatisfied with their union when it enters into conflict with management, which may mean that these members would be willing subjects to the second union's poaching efforts. For a union to manoeuvre its way into such a situation hoping to add to its membership or to its sphere of influence has been held to be a breach of the TUC's Disputes Principles.²

3. The divergence of negotiating rights and organisational strength

Negotiating rights and organisational strength do not always coincide. It may be that the negotiating agreement for a group of workers grants negotiating rights for them to one union, yet due to that union's organisational inactivity or some other factor, the workers remain non-unionists. A union which observes such a situation often ignores the agreement with management granting the negotiating rights to the other union and attempts to enrol the workers. It is not unlikely, once the workers' enrollment occurs, that the original union holding the negotiating rights will claim foul play.³ The connection between negotiating structure and inter-union disputes will be discussed in the next Chapter.⁴

1 See Wall Paper: Workers Union and National Union of General and Municipal Workers, 1965 TUC Ann. Rep. 114.

2 Ibid. See Principle 4 and Note (b) to Principle 5, infra, pp. 230-231.

3 See Association of Professional, Executive, Clerical and Computer Staff and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1974 TUC Ann. Rep. 19.

4 See, infra, pp. 110-130.

B. Craftsmen and craft unions

1. Attempts to dominate the negotiating machinery

In a circumstance such as that now found in the motor car industry, where there are many craftsmen and craft-orientated unions, it is possible to observe another source of union expansion which leads to inter-union controversy. The presence of the TGWU has been felt increasingly within the industry, especially since it acquired the National Union of Vehicle Builders. Other unions within the industry argue that local officials of the TGWU are attempting at many factories to poach a number of union members sufficient to reduce the representation of other unions on the joint negotiating committees. The other large presence within the industry, the AUEW, is relatively free from such accusations lodged by smaller craft unions. Since the AUEW is steeped in the craft tradition, a plausible explanation and one forwarded by the smaller craft unions, is that the AUEW manifests a greater awareness of and respect for the multi-craft tradition in the car industry than does the TGWU, with its history of organising unskilled and semi-skilled workers.¹

2. Specialised unions attempting to enrol workers who perform the relevant occupation

When a union which caters for a specialised membership observes workers performing the relevant speciality, it often

¹ Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974; Interview with L.S. Guy, Assistant General Secretary, National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers, 9 April 1975.

takes the offensive in organising them despite any present union membership they may hold, and notwithstanding the negotiating rights for those workers being in the hands of another union. This is most often the case when a craft union, concerned as craft unions are with uniformity in terms and conditions of employment for those performing the particular craft no matter in what industry employed, comes across potential members who belong to another union. Often these individuals are past members of the craft union, as they may have ascended the apprenticeship hierarchy controlled by the craft union. But this is not always the case; regrading, promotion, and other devices may permit individuals to circumvent an apprenticeship, or at least that apprenticeship approved by the craft union. Also, as traditional crafts are affected by the introduction of new technology in the workplace, it becomes increasingly difficult for trade unions to determine which workers indeed fall within the organisational ambits of different craft unions.¹

3. Keeping up with a mobile membership

What appears at times as an unwarranted expansion by a union into an area traditionally not within its sphere of organisation may be simply a union, usually a craft union, attempting to keep up with the geographical movements of its membership. Although the influence of changing industrial

¹ See Amalgamated Engineering Union and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1965 TUC Ann. Rep. 116.

patterns on inter-union relations will be treated in greater detail in Chapter Seven,¹ it may be noted here that with production processes and industrial units becoming more integrated, specialised workers may find themselves transferred to locations far removed from areas where their union is established. When such transfers in employment occur in sufficient numbers, the union whose card is held often attempts to make an inroad in the new area, perhaps by opening up a branch to service its membership. If there is an established union in the area capable of representing the individuals, this act is generally interpreted as an encroachment.²

C. Trade union officers and calculated expansion

1. Pressures on officers to recruit

Often full-time officers of trade unions realise that in order to be secure in their positions, they must justify themselves to the central offices of their unions on the basis of the number of contributing members they recruit and service. Weighing the pressures this factor places on officers, one might conclude that good business practice is not in this circumstance good trade union practice. In some situations, it could well be that the servicing of membership entails costs for unions which are better not made up by putting pressures upon officers to transgress jurisdictional lines in search of new membership.

1 See, infra, pp. 140-151.

2 See National Society of Metal Mechanics and United Pattern-makers Association, 1968 TUC Ann. Rep. 113.

2. The organisational claims of non-affiliates to the TUC

In certain areas, the fact of union organisation is acknowledged, but recruitment by an outside union proceeds despite this because the union presently established is one not affiliated to the TUC. Non-affiliates are not protected by the TUC's Disputes Principles, so the affiliated unions take no risk in that regard.¹ Conversely, unions not within the TUC may strike out at affiliated unions, since they are not constrained by the same Principles. A house union attempting to supplant a bona fide union in an establishment illustrates this point.

An example of a TUC union not recognising the organisational dominance of a non-affiliated union can be drawn from the Civil Service. A poor pay settlement negotiated in 1971 for the Civil Service's executive grades left a feeling of dissatisfaction within the membership ranks of the Society of Civil Servants. Some of those members who were disgruntled approached the Association of Scientific, Technical and Managerial Staffs, which accepted them into membership and began to recruit their fellow executives in the Civil Service. Later, in response to the Society's affiliation to the TUC, and to the joint outcry of the other Civil Service unions, ASTMS was constrained to exclude the members it had recruited and retreated from the

¹ There is a precedent for non-affiliates to the TUC utilising its disputes machinery, however, as was the case prior to NALGO's affiliation. See National Association of Local Government Officers, Transport and General Workers Union and Railway Clerks Association, 1950 TUC Ann. Rep. 92.

area.¹

3. Expansion with a view to amalgamation

Situations have arisen where a union has undertaken an organisational offensive against another union as a matter of attempting to force the latter union into amalgamation. NALGO, for instance, has exhibited an interest in taking over the Greater London Council Staff Association, and with a view to that end has intensified its organisational campaign in the Greater London Council. The GLC Whitley Council has produced marginally more lucrative agreements for staff than the National Joint Council for local government staff which is dominated by NALGO. Since this has been a source of irritation for NALGO, the larger union has wished to remove this discrepancy, which it would be in a position to do if it controlled negotiations in London. Thus far, however, the Staff Association has withstood the organisational attempt by NALGO.²

D. General union development and white-collar unionism

1. The nature of general union development

The peculiar nature of general union expansion is the

1 Interview with G. Gillman, General Secretary, Society of Civil Servants, 8 January 1975; Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975. For accounts of the ASTMS incursion into the Civil Service, see 1972 TUC Ann. Rep. 51; 1973 TUC Ann. Rep. 50; 1974 TUC Ann. Rep. 32. See also J. Fryer, 'Civil Service in row with Clive Jenkins', Sunday Times, 29 July 1973, p. 53, col. 3. Cf. Association of Scientific, Technical and Managerial Staffs and Civil Service Union and Society of Civil Servants, 1974 TUC Ann. Rep. 7.

2 Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975.

source of many inter-union disputes over membership. No area is by virtue of its character outside the scope of general union organisers, unless plainly within the organised sphere of another union. The Transport and General Workers Union and the National Union of General and Municipal Workers are the well-recognised general unions, and Hughes, in his Research Paper for the Royal Commission, makes slightly milder claims for four other unions as being 'sectoral-general'. These include the Amalgamated Union of Engineering Workers (then the AEU), the Electrical, Electronic, Telecommunication and Plumbing Union (then the ETU and the PTU), the National Union of Public Employees, and the Union of Shop, Distributive and Allied Workers.¹ These unions cause great resentment within other trade unions when they intrude into areas which other unions have projected as their own. That these unions have a depressing effect on contribution levels is a point of contention with other unions as well.² The TGWU and the NUGMW have, one or both, been party to forty-one per cent of the disputes heard by the TUC's Disputes Committee in the years 1950 to 1974.³

2. Gains to be made in the white-collar sector

Currently, the white-collar sector is the setting for

1 See Hughes, Trade Union Structure and Government (Part 1), pp. 6-15, paras. 11-28. These unions exemplify what Hughes, and before him H.A. Turner in Trade Union Growth, Structure and Policy (London: George Allen and Unwin, 1962), refers to as 'open' unions; that is, those unions which have broadly defined scopes of recruitment.

2 See, e.g., Amalgamated Union of Building Trade Workers and Transport and General Workers Union, 1970 TUC Ann. Rep. 166. See also, supra, pp. 94-95.

3 See Table 5-A.

TABLE 5-A: GENERAL UNION INVOLVEMENT IN DISPUTES HEARD BY THE DISPUTES COMMITTEE

1962	Disputes heard by the Disputes Committee to which either the TGWU or the NUGMW was party	2	5	4	4	1	5	2	4	6	5	5										
		20	33	67	36	20	57	50	56	40	80	86	63	56								
The percentage of the total number of disputes heard by the Disputes Committee re-presented by those disputes to which either the TGWU or the NUGMW was party																						
	TOTAL	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	Disputes heard by the Disputes Committee to which either the TGWU or the NUGMW was party	10	2	5	5	6	12	6	157
The percentage of the total number of disputes heard by the Disputes Committee re-presented by those disputes to which either the TGWU or the NUGMW was party																						

a highly competitive recruiting campaign involving many unions.¹ Established white-collar unions are in competition with each other, with company-orientated staff associations, and with predominantly manual unions which either have created white-collar sections or have acquired a white-collar union and designated it a section within the union as a whole. In most areas of white-collar recruitment there is little tradition of trade union organisation. There are, therefore, many new gains to be made, and this fact has not been lost on trade unions, predominantly manual and white-collar both, in the field. Despite Bain's conclusion that 'No significant relationship was found between the growth of aggregate white-collar unionism and ... such aspects of trade unions as their public image, recruitment policies, and structures',² many unions have made modifications designed to recruit the white-collar workers. This is so because, casting aside aggregative notions of union growth, 'which particular union is successful in organizing the group may be determined by union structures and recruitment policies.'³ The bitter rivalry between the AUEW's white-collar section, TASS, and ASTMS, largely to be found in the engineering industry, illustrates the intensity with which white-collar

1 White-collar unions were party to twenty per cent of the disputes to be heard by the Disputes Committee from 1950 to 1969. In the last five years of the present sample, 1970 to 1974, the figure increased to forty-five per cent. See Table 5-B.

2 Bain, The Growth of White-Collar Unionism, p. 183.

3 Ibid., p. 187 (*italics in the original*).

TABLE 5-B: WHITE COLLAR UNION INVOLVEMENT IN DISPUTES HEARD BY THE DISPUTES COMMITTEE

	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962
Disputes heard by the Disputes Committee to which at least one white-collar union was party	1	2	0	0	1	1	1	1	0	1	1	0	1
The percentage of the total number of disputes heard by the Disputes Committee represented by those disputes to which at least one white-collar union was party	10	13	0	0	20	14	50	11	0	20	14	0	13

	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	TOTAL
Disputes heard by the Disputes Committee to which at least one white-collar union was party	4	2	7	4	2	3	12	14	17	23	13	15	126
The percentage of the total number of disputes heard by the Disputes Committee represented by those disputes to which at least one white-collar union was party	25	33	47	33	14	16	55	30	46	55	39	63	33

recruitment is now being pursued.¹

E. Tardy reactions to organisational encroachments

In disputes over one union's organisational encroachment in another union's area, much turns on the precise point at which the established union complains. If this point is not near the outset of the encroachment, it is reasonable for the aggressor union to translate its opposite's inaction into a tacit acceptance of an organisational inroad being made. When this occurs, in particular when the area entered was one largely unorganised, it is reasonable for the entering union, after a time, to conceive of itself as the established union. This situation is further complicated when the first union holds the negotiating rights, but the second union has enrolled in membership many of the relevant workers.²

III. Some Restraints on Trade Union Expansion into Controversial Areas of Organisation

The immediate reason why trade unions choose at any given time to expand their areas of organisation is that they perceive a group of workers who are both unorganised and willing

¹ Under the style 'Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section)', see disputes reported at the following citations: 1972 TUC Ann. Rep. 3; 1972 TUC Ann. Rep. 4; 1972 TUC Ann. Rep. 13; 1972 TUC Ann. Rep. 14; 1972 TUC Ann. Rep. 22; 1972 TUC Ann. Rep. 27; 1974 TUC Ann. Rep. 11; and 1974 TUC Ann. Rep. 12.

² See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 14.

to be recruited and, legitimately enough, attempt to recruit them. But it does not necessarily follow from having perceived an unorganised group of workers that the group is free for purposes of recruitment. This may be so even if the nature of the work performed by the individuals matches the previous organisational pattern of the union.

It may be that the fear of organisational reprisal by a union which claims that a largely unorganised area is within its sphere of influence will serve to restrain a second union's expansionary desires in that area. Such a situation confronts the National Union of Agricultural and Allied Workers. There are two Agricultural Wages Boards, one dealing solely with Scotland and the other with England and Wales. The TGWU has all of the trade union seats on the former Board, and the NUAAW has control of the latter. The NUAAW argues that the TGWU has done little to organise Scottish agricultural labour, and the NUAAW would like nothing better than to recruit in Scotland. Owing primarily, however, to the fear of organisational reprisal by the TGWU in England and Wales, the NUAAW has not attempted any recruitment. Indeed, the relatively few members which the NUAAW has in Scotland, who are there because companies organised by the Union moved their operation from England northward, are serviced by union organisers from the north of England. The stationing of any personnel in Scotland, the NUAAW fears, could be viewed by the TGWU as the first step in a recruitment campaign.¹

¹ Interview with A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers, 9 April 1975.

In a similar vein, the Association of Teachers in Technical Institutions at one time contemplated an organisational extension into privately run foreign language schools in London. Many of the teachers here were represented by the National Union of General and Municipal Workers. Some of the teachers contacted the ATTI and attempted to encourage the Association into that field of organisation. Historically, the ATTI has organised the teaching force found in Colleges of Further Education, Colleges of Technology, Polytechnics, Colleges of Art, Colleges of Mining and so on. The jump, organisationally speaking, was not a long one for the ATTI to have made. But the executive of the union took the view that the ATTI was a growing union within its organisational pattern as projected, and concluded that a recruitment effort was not in order. Also, the executive could well have been wary of the prospect of being outmatched in a new field by a much larger union, which may have had the weight of the TUC's Disputes Principles behind it.¹

Finally, trade unions may be constrained by their rules to stay within a particular sector and therefore to stay out of a controversial area of organisation. Such a circumstance exists with the Post Office Engineering Union, where the rules effectively prohibit any exercise of authority which would lead the union into an area of organisation outside the Post Office, even if organisation could be easily achieved.²

1 Interview with P. Dawson, Negotiating Secretary, Association of Teachers in Technical Institutions, 28 January 1975.

2 Interview with A. Ferguson, General Treasurer, Post Office Engineering Union, 10 April 1975. See Post Office Engineering Union Rules, July 1975, Rule 4, pp. 7-11.

CHAPTER SIX

COLLECTIVE BARGAINING ARRANGEMENTS AND INTER-UNION MEMBERSHIP DISPUTES

The collective bargaining arrangements through which trade unions conduct their dealings with management may tend to exacerbate tensions between unions in a way which makes for active inter-union disputes. It may be, for example, that the nature of any negotiating machinery which exists does not correspond with the nature of the industrial realities of which the machinery is an intended formalisation. The incongruity of the formal machinery with informal industrial practice can favour unions which, in terms of their industrial strength in the relevant setting, may not deserve that degree of favour. This may lead to inter-union conflict. This Chapter begins by examining how the establishment of joint negotiating machinery can reduce inter-union membership conflict in multi-union situations. Next, the limitations of joint negotiating machinery for purposes of minimising inter-union conflict are noted. The Chapter ends by reviewing sources of inter-union membership conflict which are related to collective bargaining arrangements.

I. Joint Negotiating Machinery as an Attempt at Securing Order in Multi-union Situations

The process of collective bargaining in many industrial

units is complicated by the fact that two or more unions represent the workers. A recent survey of senior managers and shop stewards indicates that in sixty-four per cent and fifty-seven per cent of their industrial situations, respectively, two or more unions represent the employees concerned. With senior shop stewards, the figure increases to seventy-five per cent.¹ Often these situations are within the sphere of joint negotiating machinery which has management on one side and unions on the other. These unions occupy the number of seats which represents roughly their respective organisational strengths in the relevant unit. This machinery may be industry-wide in scope and produce national agreements.² It may also be found at the company level or at the divisional level within a company.³ Below this are found joint committees which operate in the workplace and serve as a forum where representatives of employees meet with management to discuss and settle problems.⁴

1 See S. Parker, Workplace Industrial Relations 1972 (London: Her Majesty's Stationery Office, 1974), p. 8.

2 Parker found from his interviews with senior managers that written national agreements covered slightly over half of their situations. These agreements are negotiated between employers' associations and representatives of the trade unions found within the industry. Ibid., pp. 29-30.

3 Thirty-eight per cent of the senior managers interviewed claimed that they had, apart from the national agreement yet above the workplace, a written agreement by which grievances and claims are settled. Ibid., p. 31.

4 Seventy-two per cent of the senior managers interviewed by Parker said that they had such committees in the workplace. In situations with five hundred or more employees, that increased to over ninety per cent. Seventy-six per cent of the shop stewards interviewed said there were joint committees in their establishments. Ibid., p. 29.

One argument has it that the establishment of joint negotiating machinery can be viewed as a rational, structural development in what is a rather chaotic setting. Fair Deal at Work, for example, observing the need to have a single focal point for negotiations, points out that 'at plant or company level where the worst effects of a multiplicity of unions are felt, an answer can be found by establishing joint negotiation committees.'¹ Nevertheless, certain inter-union problems, some of which are discussed below,² revolve around the presence of joint negotiating machinery.

It is essential to maintain a distinction between the problems surrounding joint negotiating machinery and those endemic to the industrial setting in which the machinery exists. That multi-union situations are fraught with difficulty and are potentially volatile has been observed more than once.³ This is especially the case when there are two or more unions competing within the same grade. But it may also be true in an establishment where there are two or more unions to be found, but not, at least formally, in the same grades.⁴ Unions

¹ Fair Deal at Work (London: Conservative Political Centre, 1968), pp. 57-58. The Royal Commission recommended the development of collective bargaining machinery at company and/or factory level. See Report of the Royal Commission on Trade Unions and Employers' Associations, p. 45, para. 182.

² See, infra, pp. 116-121.

³ See, e.g., Hughes, Trade Union Structure and Government (Part 1), pp. 25-27, paras. 42-48.

⁴ The Royal Commission found that 'even if white-collar workers and their unions are left out of account, about four of every five trade unionists in Britain work in a multi-union establishment, and perhaps one in six of them belongs to a grade of worker in which two or more unions are competing for members.' Report of the Royal Commission on Trade Unions and Employers' Associations, p. 29, para. 113.

in multi-union situations must take particular care not to permit a breakdown in order to occur, and whatever else it may be, joint negotiating machinery is an attempt at securing a degree of order.

If in a 'mixed shop' order does deteriorate, workers may transfer unions so frequently that the situation gets quickly out of hand.¹ For example, in the engineering industry, the Association of Professional, Executive, Clerical and Computer Staff is party to many joint agreements, along with the Association of Scientific, Technical and Managerial Staffs and the Technical and Supervisory Section of the AUEW. A typical agreement has APEX representing the clerical staff, ASTMS the foremen, and TASS the technical workers. Staff representatives (the white-collar equivalents to shop stewards) are constantly in conflict, with none of them showing a great amount of respect for the others' grades. The national policy of APEX is to ignore membership defections unless they begin to create a snowballing effect. The union feels that if such a trend develops, it soon could be reflected in the composition of the bargaining machinery. Once that conclusion has been reached, sides are formally drawn, and the conflict may become the subject of national level intervention.²

Joint negotiating arrangements can have an alleviating

1 See Transport and General Workers Union and National Society of Metal Mechanics, 1959 TUC Ann. Rep. 105.

2 Interview with J.D. Lapish, Executive Secretary, Association of Professional, Executive, Clerical and Computer Staff, 5 December 1974.

effect on inter-union conflict over membership. When, for example, an individual in a multi-union situation which has been formalised into a joint negotiating arrangement decides to leave his present union to join another which organises within the unit, there could well be less hostility felt by his original union than would be the case if that union possessed sole negotiating rights within the unit. In the latter event the individual would be joining a union which by definition would not be party to an agreement with the employer. The individual's defection in the joint negotiating setting would not necessarily tend to disrupt established bargaining procedure, whereas in the latter instance it very well could.

The creation of joint negotiating machinery may moreover serve as a method by which an inter-union dispute can be ended. When two or more unions are in conflict over which is to organise a particular workforce, and it is clear that none has the upper hand, then it could well be beneficial to the unions concerned to contemplate a joint approach to management rather than continuing their conflict into the future.¹ With unions combining in their efforts to seek recognition, management could perhaps ill afford to resist recognising them through the establishment of joint negotiating machinery. While the unions struggle on their own, however, management is often provided a reprieve from having to recognise a bona fide trade union.

¹ See National Society of Operative Printers, Graphical and Media Personnel and Association of Scientific, Technical and Managerial Staffs, 1973 TUC Ann. Rep. 7.

One aspect of joint negotiating machinery which can be beneficial in its effects upon inter-union conflict is the fact that the unions represented in the joint negotiating machinery control its composition. This can remove the incentive for outside unions to attempt to secure a place in the machinery by launching recruitment campaigns. The Civil Service provides an example where the granting of a place in the joint negotiation machinery - the Whitley Council, in fact - by the present trade union membership is subject to the additional requirement of recognition from the management side of the machinery.¹ Often the unions party to the joint agreement with the employer will act in concert to keep out of the machinery an outside union.² A union which attempts to make organisational inroads in an area where such agreement exists can find itself at a grave disadvantage if the present membership of the joint negotiating machinery does not award it a seat. Of course, if the outside union organises a sufficient number of individuals, it would be quite difficult for the unions established within the bargaining machinery to ignore the fact. Since the Special Congress at Croydon in 1969, the TUC's Disputes Committee has had the authority to grant places in joint negotiating machinery (subject to management approval where applicable) and has

1 Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 4 April 1975.

2 See Transport and General Workers Union et al. and Association of Scientific, Technical and Managerial Staffs, 1974 TUC Ann. Rep. 24.

exercised this prerogative occasionally.¹

II. The Limitations of Joint Negotiating Machinery in Containing Inter-union Membership Disputes

The central purpose of joint negotiating machinery is to facilitate the collective bargaining process in multi-union situations. Indeed, it in theory goes a long way toward meeting many of management's objections to the multiplicity of unions within single industries in Britain. According to the Confederation of British Industry in its evidence to the Royal Commission, multi-unionism has many ill effects:

Collective bargaining procedures are complicated by unnecessary duplication of worker representation and by the failure of unions to pursue common aims. Negotiations are unnecessarily protracted (through the need to satisfy a large number of negotiators) and agreements more difficult to reach. Agreements once reached may be difficult to enforce. Managements have extreme difficulty in developing and co-ordinating long term policy in regards to wages and other terms of employment, more efficient use of labour, redundancy etc. Grievance procedures become complicated. Inter-union rivalries may lead to demarcation disputes or harm good relations within undertakings. 2

1 See, e.g. Transport Salaried Staffs Association and National and Local Government Officers Association; Transport and General Workers Union; National Union of Railwaymen, 1970 TUC Ann. Rep. 24.

2 Evidence to the Royal Commission on Trade Unions and Employers' Associations of the Confederation of British Industry, p. 30, para. 156.

Since it tends to produce a common approach to management, or at least channels several different approaches through the same conduit, much is to be gained through the utilisation of joint negotiating machinery which has a trade union side solidly founded in the industrial realities. This is to say that the composition of the trade union side must attend to factors such as the respective organisational strengths of the trade unions and the mutual interests of the workforce.

But even at the best of times, the inescapable fact is that joint negotiating machinery does not of itself eliminate inter-union differences. Even assuming that the bad effects of inter-union disputes arising from those differences are not passed on to management as a drain on its operational efficiency, it must be realised that joint negotiating machinery reaches the problem of inter-union disputes in no way other than by providing an institutional forum for trade unions to sort out collective bargaining claims in multi-union settings. Accordingly, while it is true that on a range of policy issues requiring mutual assent in multi-union situations the presence of joint negotiating machinery may be crucial in achieving inter-union cooperation, it is not true that the presence of the machinery necessarily leads to the elimination of inter-union membership differences or to the resolution of inter-union membership disputes.

The joint negotiating machinery may in fact be the focus of inter-union membership conflict. For example, disputes may occur when trade unions which possess a degree of organisation within the workforce, and descriptions and inclinations which

make them likely to acquire further organisation, attempt to secure a place in the joint negotiating machinery. This may for instance arise in a situation in which technological advances require that specialised labour be brought into an industry historically organised by an industrial union. The tobacco industry provides an example.

A strong argument can be made, and has been made,¹ that those specialists imported into the industry ought to belong to a union which caters specifically for their interests. Thus, maintenance engineers will in all probability wish to be represented by the AUEW. But the formalised bargaining structure within the industry, in which the AUEW is not represented, makes this difficult. The Tobacco Workers Union dominates this bargaining structure. Because the TWU permitted inroads to be made by unions such as the AUEW, it is now forced to choose between modifying the industry's bargaining structure on the one hand, or waging a full-scale membership war with the specialised unions on the other. Previously successful measures, such as involving the minority unions' shop stewards consultatively at the local level, no longer suffice in view of the specialist workers' heightened demands.²

A union with representation in the workforce, but without a share of a joint negotiating agreement can cause great

1 See Tobacco Workers Union and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 32, where the AUEFW so argued.

2 Interview with C.D. Grieve, General Secretary, Tobacco Workers Union, 28 January 1975.

difficulties for the recognised unions and the employer. The railway industry provides an example with its Union of Railway Signalmen, a tiny organisation without negotiating rights. The fact that this organisation can argue successfully to its relatively few members that signalmen are not sufficiently provided for by the present arrangements has caused great disturbances in the railway industry, the latest of which occurred in the early part of 1975.¹

If the composition of the joint negotiating machinery is significantly unrepresentative of the levels of organisation in the workforce achieved by the respective unions, inter-union conflict may be the result. In the local authority field, the National Joint Industrial Council has twenty-six trade union seats, with the NUGMW having eleven, the TGWU having eight, and NUPE having seven. NUPE's level of organisation in the field, following the union's sharp growth in the last two decades, now exceeds that of the other two unions; understandably the public sector union is upset that it has only a minority voice in the affairs of the joint council. At the time of interviewing, the three general secretaries were attempting to arrive at a compromise solution, with NUPE threatening to go to the TUC's Disputes Committee if an impasse is reached.²

1 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 16 January 1975. An abbreviated historical account of the Union of Railway Signalmen as a breakaway from the NUR can be found in Lerner, Breakaway Unions and the Small Trade Union, pp. 195-196.

2 Interview with J.D. May, Assistant General Secretary, National Union of Public Employees, 4 April 1975.

Moreover, unreasonable behaviour by unions dominating joint negotiating machinery may produce inter-union conflict. At plant level, multi-union situations may have as a focal point a joint management-shop stewards committee. According to the Royal Commission's survey on the subject, two-thirds of these committees in the firms interviewed were multi-union in character.¹ The function of such a committee is to settle claims and grievances with management and to discuss problems generally. When one union is dominant throughout the establishment, it is not uncommon for that union's stewards to occupy all of the seats on the employee's side of the committee. While usually the interests of minority union members are protected through the consultative efforts of responsible stewards, it happens at times that a committee so constituted will seek to suppress the interests of members of minority unions. One example of this would be for the dominant union's stewards to refuse to process the claims of minority union members, either in the negotiating or grievance processes.² Individuals so situated may seek to increase their union's membership in the plant as a means of securing a voice on

1 See Report of the Royal Commission on Trade Unions and Employers' Associations, p. 185, para. 693.

2 Cf. Electrical Electronic Telecommunication Union/Plumbing Trades Union and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 58. Within the Ford Motor Company there has recently been severe inter-union conflict between craftsmen and workers with lesser skills. 'The craftsmen's main grievance is that because of the strength of the Transport and General Workers Union on the Ford convenors' committee, their interests are not properly taken into account and pay differentials are being eroded.' L. Oslager, 'Ford craftsmen seek bigger role on negotiating bodies', Financial Times, 8 March 1976, p. 13, col. 4.

the management-shop stewards committee, which is likely to stir up inter-union conflict.

III. Sources of Inter-union Membership Conflict Related to Collective Bargaining Arrangements

A. Unorganised areas for which negotiating rights are held

Having perceived an organisational vacuum to exist, most unions which cater for the type of workers involved and which discern within the workforce a willingness to be recruited will not hesitate long before commencing organisation. Problems may arise with other unions, however, and one way in which they do is when the unorganised area falls within the ambit of a national joint committee¹ or an otherwise already negotiated agreement² to which the organising union is not a party. Perhaps despite the absence of organisation, the employer has applied the terms and conditions embodied in the agreement. The workers, of course, still have a need for union representation on matters of local negotiation, grievance procedure, and the like. Had the organising union been a party to the agreement, the other unions may have had no objection to its recruiting activities. But despite having themselves left the area unorganised, the other unions are likely to complain that the organising union has invaded

¹ See Union of Shop, Distributive and Allied Workers and National Union of General and Municipal Workers, 1961 TUC Ann. Rep. 101.

² See National Union of General and Municipal Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 96.

their sphere of influence.

The rapid increase of late in the membership ranks of white-collar unions provides an example of such a dispute. The white-collar grades within many establishments fall within the scope of the agreement covering the entire establishment's workforce. Many white-collar workers have had through the years serious reservations over being grouped in a trade union with manual workers, mainly owing to their doubts concerning the willingness or ability of a union controlled by manual interests to represent their case. This being so, many of the white-collar grades, although technically covered by an agreement, remained poorly organised. Frequently over the past decade, the established white-collar unions (particularly ASTMS, APEX, and their predecessor unions) have attempted to fill out the organisational vacuum, and have been very successful in doing so. It has not been uncommon for the predominantly manual union holding the negotiating rights to object to these activities and to attempt to keep their white-collar counterparts out of the negotiating machinery.¹

B. Conflicting negotiating rights

This circumstance leads to another in which the conflict arises over the respective justifications for the competing claims to organisational rights. Thus, when an industry-wide joint negotiating committee only fixes minimum rates, and

¹ See, e.g., Clerical and Administrative Workers Union and Iron and Steel Trades Confederation, 1965 TUC Ann. Rep. 93.

much of the package of wages and conditions which the workers see as constituting their employment condition is secured locally by representatives of unions which do not have seats on the joint committee, there arises a confusion over which unions or groups of unions are justified in making organisational claims based on negotiating rights. This situation reflects the larger tension between the de jure and the de facto in British industrial relations, which the Royal Commission chose to encapsulate in its oft-quoted observation that Britain has two systems of industrial relations, the formal and the informal.¹ In the circumstance described, this tension portends conflict between the unions concerned based on their different sources of legitimacy in an industrial setting: the formalised bargaining structure on one hand, and the day-to-day representation of working people on the other.²

Similarly, the existence of different levels of formal negotiating machinery may be the source of inter-union conflict. In the pottery industry, for example, the Ceramic and Allied Trades Union attempted to include maintenance grades in the wage structure of the national joint council. Unions with agreements for these grades at individual plants complained. The CATU's

1 See Report of the Royal Commission on Trade Unions and Employers' Associations, p. 12, para. 46. For a new perspective on the 'two systems analysis' of the Royal Commission, see McCarthy and Ellis, Management by Agreement, pp. 88-110.

2 For disputes arising from such conflict, see Amalgamated Engineering Union and Iron and Steel Trades Confederation, 1951 TUC Ann. Rep. 105; Electrical Electronic Telecommunication Union/Plumbing Trades Union and Transport and General Workers Union, 1971 TUC Ann. Rep. 4; Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 4; Association of Scientific, Technical and Managerial Staffs and Iron and Steel Trades Confederation, 1972 TUC Ann. Rep. 15.

response was that it was not attacking particular factories where other unions were in control of the grades and the local negotiating machinery, but was merely seeking better to represent its members in the grades by negotiating for them at the national level. The dispute ended up at the TUC where it was decided against the CATU, but the facts involved demonstrate the way in which trade unions represented on different levels of bargaining machinery can come into conflict with each other.¹

C. The applicability of more than one industry-wide agreement to a grade of workers

It can happen that more than one industry-wide agreement is potentially applicable to a particular grade of workers. Perhaps there is disagreement over the nature of the work being performed by individuals in this grade. Unions are likely to conflict over which agreement is to be applied when each contains different signatory unions. This is especially the case, and the dispute particularly bitter, when one of the agreements grants the grade craft status, while the other does not. The craft unions interpret this as a situation in which they must protect the integrity of their crafts by not permitting other unions to encroach on what they believe to be their spheres of influence.²

1 See Amalgamated Union of Engineering Workers; Electrical, Electronic, Telecommunication and Plumbing Union; Union of Construction, Allied Trades and Technicians; and Ceramic and Allied Trades Union, 1973 TUC Ann. Rep. 13.

2 See Transport and General Workers Union and Amalgamated Society of Woodworkers, 1959 TUC Ann. Rep. 108.

D. Different bargaining arrangements for workers who perform identical functions

Two sets of bargaining arrangements which serve employees who perform identical functions, but in different areas, may give rise to inter-union membership conflict if the bargaining arrangements produce different levels of compensation for the employees they respectively cover. The Greater London Whitley Council, on which eight of the ten trade union seats belong to the Greater London Council Staff Association, produces slightly more lucrative agreements for staff in the GLC than the National Joint Council for Local Government produces for local government staff. This has proved to be a source of some embarrassment for the National and Local Government Officers Association, in control of the NJC, and the GLCSA claims that in order to remove the embarrassment, NALGO has initiated a recruitment campaign in London in order to reduce the strength of the GLCSA and increase its own. The two unions of late have been in almost constant conflict over membership.¹

Similarly, when a trade union has striven to elevate the terms and conditions of employment of those who work at a particular occupation, and then sees individuals performing the same work for lesser terms and conditions, it will often attempt to recruit those individuals so that its own members might be protected from the influence of the lower rate of compensation. When the individuals are organised by

¹ Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975.

a different trade union and serviced by negotiating machinery to which the union contemplating recruitment is not a party, the move will be labelled an encroachment into another union's sphere of organisation, and that other union will react accordingly.¹

E. The closed shop

As a result of the existence of negotiating arrangements or as a product or by-product of the negotiating process, trade unions enter into union security arrangements, formal or informal, with management. These arrangements require that the individual become and remain a member of one of a specified number of trade unions in order to obtain and retain his job.² Whether union security manifests itself as compelling membership in one union or in one of a group of unions, management often assents to the arrangement as a means of reducing the number of unions with which it must deal, as well as a means of enabling the unions involved to exercise the maximum amount of control over the workers in the industrial unit.³

Unions have come into conflict when one union or a group of unions runs a closed shop in an establishment, and an outside union organises a firm which has been retained as

1 See National Union of Printing, Bookbinding and Paper Workers and Wall Paper Workers Union, 1951 TUC Ann. Rep. 109.

2 See generally McCarthy, The Closed Shop in Britain.

3 See Grunfeld, Modern Trade Union Law, p. 29. The Industrial Relations Act attempted largely to eliminate the closed shop, but 'The closed shop... proved such a stable and sturdy institution that ... even the law had to bend to the inevitable. The main reason was that employers defended it almost as tenaciously as did workers.' Weekes et al., Industrial Relations and the Limits of Law, p. 63.

a sub-contractor.¹ When this circumstance arises, the original union or unions may refuse to recognise the cards of the sub-contractor's employees, and the possibility of an industrial stoppage arises. The latter union may well be quite unwilling to transfer its membership to those organisations in control of the closed shop, as the tasks being performed are usually temporary in nature.²

There is a fundamental point which at times becomes obscured in discussions over union security which must be made here. A difference exists between situations, on one hand, in which a given industrial unit approaches one hundred per cent trade union organisation among the workforce, but neither that workforce nor the management is willing to impose industrial sanctions aimed at preventing workers from renouncing their union membership; and, on the other hand, those situations which are truly termed closed shops where sanctions will be applied to enforce one hundred per cent membership among the workforce in one of a specified number of unions.³

In the former situation, when a worker makes it clear that he will not continue membership in his present union, it may be the case that an outside union will admit him. It will make the claim, upon admitting the dissident, that if he is not accepted into membership he will remain a non-unionist, and thus spoil the high level of organisation within the unit.

1 See, infra, p. 139.

2 See Transport and General Workers Union and Constructional Engineering Union, 1965 TUC Ann. Rep. 111.

3 See McCarthy, The Closed Shop in Britain, pp. 24-26.

That argument has no relevance where union security is enforced through the use of sanctions, the ultimate one of which is the individual's dismissal from his job if he does not join a specified union. In situations where total or near total organisation is coupled with an unwillingness or inability to enforce it, however, some incentive is apparent for trade unions with little or no membership in the industrial unit to accept an individual who has terminated his union membership.¹

A method which can be utilised by one union to rid itself of a competitor is that of negotiating a closed shop agreement with management which excludes the competitor union. The union affected by such an act will rarely accept its exclusion from the establishment with equanimity, and if it hears of the negotiations before they arrive at a conclusion, it undoubtedly will attempt, by means of industrial action if necessary, to bring them to a halt.²

When two or more companies merge into one, and one or more of the companies was the scene of a closed shop, inter-union conflict is likely to result from any shifting of the workforces within the surviving company. This occurs if members of unions not party to the closed shop are denied entrance to their new place of work. The same holds true when a factory is closed down and the workforce is redeployed to another

¹ See, infra, pp. 261-262.

² See Association of Scientific, Technical and Managerial Staffs and Draughtsmen and Allied Technicians Association, 1970 TUC Ann. Rep. 45. The agreement with management need not be on a closed shop; granting recognition to some unions but not others may suffice to provoke inter-union conflict. See Clegg, The System of Industrial Relations in Great Britain, pp. 67-70.

factory which is covered by a union security arrangement.

In both instances, the integration of the workforces, which may have been a goal of management, will not come easily.¹ Once closed shop arrangements are achieved, they are not easily abandoned or modified, even in situations such as these where the 'aggressor' union is not acting of its own volition.²

F. The scope of union-management agreements

Features of agreements between unions and management other than those regarding union security may give rise to inter-union conflict. For instance, questions may arise as to whether an agreement negotiated between a union and management is departmental or occupational in scope.³ If, as an illustration, a union has an agreement for all of the electricians in a plant, negotiated when the entire group was located in a central electricians' pool, tension may arise if that pool is discontinued and the individual electricians are then dispersed throughout the plant and assigned permanently to departments organised by one or more other unions. Was the agreement for electricians qua electricians or for electricians qua members of a now discontinued department? If the latter, the individuals will in all probability have to become members

1 See, infra, pp. 132-133.

2 See Constructional Engineering Union and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1970 TUC Ann. Rep. 126.

3 See Transport and General Workers Union and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 73; 1970 TUC Ann. Rep. 76.

of the union in their new department. If the former, the question still arises as to whether they should continue membership in their original union, but their case for doing so is stronger.

CHAPTER SEVEN

MANAGEMENT DECISION-MAKING AND CHANGING INDUSTRIAL AND OCCUPATIONAL CURRENTS

Inter-union disputes may be provoked by management decisions or by changes in the nature of industries and occupations: events over which the unions concerned may have little or no control. Within this dynamic and changing context, guilt can seldom be assigned exclusively to one or more of the trade unions party to an inter-union dispute. This Chapter intends to illustrate the role that management decision-making plays in provoking inter-union membership conflict as well as to describe a similar role played by changing industries and occupations. The Chapter begins by examining management decisions which pertain to the operation of the firm, but which can have the effect of bringing unions into conflict over membership. This is followed by a description of the manner in which certain changes in industries and occupations may produce inter-union membership conflict. Finally, a review is undertaken of certain management decisions made in response to multi-union organisation within the work-force, and these decisions are examined in light of their impact on inter-union relations.

I. Management Decision-making

A. Redeployment of the workforce

One type of management decision which pertains to the operation of the firm, but which can have the effect of provoking inter-union membership conflict, is the decision to redeploy members of the workforce. Companies, perhaps experiencing a deterioration of factory capital, may choose, for instance, to transfer the work performed at one factory site to another. When this occurs, and the factory's workforce is redeployed to the new site as a facet of the management strategy, conflict may arise over that workforce's union membership. This happens when the new site is within the organisational preserve of a union other than the one which dominated at the original spot.¹

Redeployment of a large company's workforce within the firm's network of factories may not require an outstanding precipitating event. Indeed, it is not unusual that large business concerns will transfer part of their workforce from industrial site to industrial site as a matter of achieving the most efficient utilisation of labour. Since different unions operating within the same company often have organisational superiority in different plants within the company, a dispute may arise when members of one union attempt to perform work at

¹ See Union of Shop, Distributive and Allied Workers and Transport and General Workers Union, 1971 TUC Ann. Rep. 5.

a site organised by another.¹

A similar situation may arise when companies adopt as a matter of policy a commitment to centralisation or decentralisation of their working operations. This may entail attempts at integrating workforces in what were previously exclusive areas of organisation of different unions. Since either a policy of centralisation or decentralisation involves a move away from an area of production, a union potentially can be left with no members in the firm. In this event, it is likely to fight with tenacity to hold on to the ones which have been moved.²

B. Company expansion into new factories

Conflict can also arise between unions when a company decides to expand and constructs a new factory. It may be that one union which has an agreement with the company and which organises its workforce expects to expand with the concern, but does not set about organising the new plant's workforce with sufficient speed. In the interim, another union which organises in the field generally may move to fill what it believes to be an organisational vacuum. If this occurs, the company's first union is bound to complain.³ If the new plant is not subject to an agreement between a union and the company, but simply presents itself as an organisational void,

1 See National Union of General and Municipal Workers and Process and General Workers Union, 1967 TUC Ann. Rep. 116.

2 See Union of Shop, Distributive and Allied Workers and Transport and General Workers Union, 1970 TUC Ann. Rep. 86.

3 See Union of Shop, Distributive and Allied Workers and National Union of General and Municipal Workers, 1960 TUC Ann. Rep. 105.

then it is subject to the tensions over original recruitment that all other unorganised industrial units may experience upon first organisation.¹

An interesting dispute may arise when the union whose members construct a new plant decides that this work has given it a claim on the company's workforce. Such an incident occurred when the NUGMW organised the workforce which constructed a chemical plant; some of the NUGMW members were then hired at the plant. The Chemical Workers Union claimed that this factory was an extension of one in which it had one hundred per cent organisation. The two unions entered into a dispute on the issue which culminated in a hearing by the Disputes Committee. This particular dispute, however, could well be unique to its surrounding circumstances, which is to say that it may have been a product of the tensions which existed historically between the two unions.²

C. Company expansion into related industries

The railway industry further illustrates the impact of company initiatives on inter-union relations. Two prime areas of inter-union tensions for the National Union of Railwaymen at present are to be found in docking and road transport. The presence of the NUR in docking began when, prior to the 1921 railway amalgamation, the individual railway companies

1 See National Union of Blastfurnacemen and National Union of General and Municipal Workers, 1963 TUC Ann. Rep. 111.

2 See National Union of General and Municipal Workers and Chemical Workers Union, 1960 TUC Ann. Rep. 99. For an account of the tensions between the two unions, see Lerner, Breakaway Unions and the Small Trade Union, Chapter 1.

decided to build their own docks. The Port of Cardiff, for example, once belonged to the Taff Vale Railway Company. The NUR, amalgamated in 1913, decided to follow the railway companies into the docks, and organised all workers up to the point of loading.¹

The docks have traditionally been the site of disputes between unions and between work groups. Questions still arise at some of the old railway-owned docks (e.g., Southampton, Cardiff, Swansea, and others), now under the British Transport Dock Board, over which union's members are to be permitted to perform a particular task. These, of course, are disputes over demarcation of work,² and they are not a prime area of interest for present purposes except in so far as they are symptomatic of the more fundamental question of which union ought to be organising the group of workers performing the task. According to the NUR, these problems arise periodically, are dealt with on their individual merits, and have not erupted into any significant inter-union disputes of late.³

Also early in the twentieth century, British railway companies entered the area of road transport. World War I had established the value of motor vehicles, and there was as a consequence a rapid post-War increase in the use of buses, lorries, and charabancs. As the railway companies made inroads

1 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974.

2 See, *infra*, pp. 147-148.

3 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974. Cf. Transport and General Workers Union and National Union of Railwaymen, 1970 TUC *Ann. Rep.* 113.

into road transport, so did the NUR. This organisational effort by the NUR brought it into conflict with the TGWU. The friction between the two unions culminated in an inter-union agreement, negotiated in June of 1932, intended to deal with the 'employment of those engaged in Road Transport, Passenger and Commercial.'¹ This agreement, which has been amended several times in the ensuing four decades, demarcated the spheres of influence of the two unions, both on the basis of geography and of the undertakings concerned. There have been frictions recently involving the Exeter City Transport,² but on the whole the inter-union agreement has worked admirably well. It might be added that the two other important excursions made by the NUR out of the railway industry as a matter of following the railway companies, into the hotel and catering industry and into the inland waterways, have not led to significant inter-union conflict.³

D. One company acquiring another

An event which can lead to the attempted integration of one workforce with another is the acquiring of one business concern by another. For example, a firm organised by SOGAT took over one organised, in part, by the AUEFW. The acquired concern was informed that production workers who transferred to the surviving concern's site would have to become members

1 See, infra, pp. 188-189. The agreement is found in Appendix A, as Document A, infra.

2 See National Union of Railwaymen and Transport and General Workers Union, 1971 TUC Ann. Rep. 35.

3 Interviews with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974, 16 January 1975.

of SOGAT. A number of individuals were transferred on the grounds that they would change their union membership from the AUEFW to SOGAT. But the AUEFW took its time in carrying out the membership transfer to SOGAT and members of the latter union threatened to strike if necessary to compel SOGAT membership.¹

E. One company using the means of production of another

If for reasons either temporary or permanent, one company is forced to use the means of production of another, unions can be thrown into conflict. One such conflict arose when a newspaper, the Daily Sketch, was sold, and after the sale instead of using its own presses for printing, it used those of the News of the World. Printing machine managers at the latter paper were organised by the National Society of Operative Printers and Assistants. Most of the industry's other printing presses were managed by members of the Printing Machine Managers' Trade Society. The dispute was clearly one over which union's members were to perform the required tasks, but as with all demarcational disputes, the long-term issue of which union was to organise the grades concerned was also to be decided.²

F. Changes in the company's product

When a company changes its product, a result may be

1 See Society of Graphical and Allied Trades and Amalgamated Union of Engineering and Foundry Workers, 1969 TUC Ann. Rep. 86.

2 See Printing Machine Managers Trade Society and National Society of Operative Printers and Assistants, 1954 TUC Ann. Rep. 102.

the bringing on to the scene of a new union. The union established at the company may object. Such an occasion arose when a firm, a subsidiary of Imperial Tobacco, moved away from producing packaging for tobacco products to producing corrugated fibre board. SOGAT had the national level agreement for the latter product, but the Tobacco Workers Union, which once had nearly one hundred per cent organisation in the plant, strongly resisted the introduction of SOGAT organisation into the firm.¹

G. Job assessment schemes

Since different trade unions in multi-union situations usually sort out their areas of organisation on the basis of job grades, job assessment schemes are considered by the unions to be serious business. Not only can an assessment scheme involve the elimination, merger, or modification of grades, any one of which could have a substantial and deleterious impact on inter-union relations, it can also affect established wage differentials and lead therefore to inter-union tensions. This issue arose recently in the tobacco industry, where the Cigarette Machine Operators Society felt that a job assessment scheme threatened the position of its skilled membership.²

1 See Tobacco Workers Union and Society of Graphical and Allied Trades, 1970 TUC Ann. Rep. 102.

2 Interview with C.D. Grieve, General Secretary, Tobacco Workers Union, 28 January 1975. See Cigarette Machine Operators Society; Transport and General Workers Union; Tobacco Workers Union, 1970 TUC Ann. Rep. 117; Cigarette Machine Operators Society; Tobacco Workers Union; National Union of General and Municipal Workers; and Transport and General Workers Union, 1973 TUC Ann. Rep. 5.

H. Sub-contractors

Management at times must engage sub-contractors to perform certain work. When the individuals employed by the sub-contractor are not members of the established union within the relevant industrial unit, conflict can ensue if the established union wishes to be strict about any union security arrangement it may be operating.¹ If the established union agrees that the workers not carrying its cards on the site are acceptable as a temporary factor, there is no inter-union difficulty. But if the situation is an ongoing one, or if the demand for specialists sees the sub-contracting function evolve into a permanent feature of the concern, then conflict erupting between the unions is highly likely.²

I. Redundancies

When a significant percentage of the workforce is declared redundant, it can have a substantial impact on trade union organisation within the industrial unit. If in a multi-union situation such a circumstance occurs and the redundant workers are overwhelmingly affiliated to one or a small number of the unions, a result may be a change in the composition of the bargaining machinery. It may be that an entire section of a plant is being phased out, and the union which has centred its organisation in that section may be phased out with it. A more

1 See Amalgamated Union of Building Trade Workers and Constructional Engineering Union, 1969 TUC Ann. Rep. 85.

2 See Tobacco Workers Union and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 32.

disturbing instance involves a trade union struggling for a time to organise in a plant and approaching or perhaps achieving majority organisation only to see a large number of its members declared redundant. The hardship is compounded for the union if another union chooses that moment to commence organisation within the plant.¹

II. Changing Industrial and Occupational Currents

A. Industrial contraction

The decline of an industry may lead to inter-union conflict. The railway industry, for example, has contracted severely in recent decades. The impact upon the National Union of Railwaymen has been momentous. As a consequence of the industrial contraction, the NUR has been reduced to a membership less than fifty per cent of its 1950 total - from 421,197 in 1950 to 173,933 in 1974.² That this can cause a marked sensitivity to even minor encroachments or otherwise insignificant cases of poaching is obvious. Indeed, the impact on inter-union relations of such a sharp industrial decline can be more substantial than causing a concern where other unions' activities are involved. A high officer of the NUR remarked that if the decline in the railway industry continues to be reflected in the NUR's membership, the union would have

1 See Constructional Engineering Union and Transport and General Workers Union, 1961 TUC Ann. Rep. 111.

2 Source: 1950 TUC Ann. Rep. 19; 1974 TUC Ann. Rep. 588.

to consider expanding its base by moving into other industries.¹ Other unions are bound not to take lightly such a manoeuvre from an industrial union.

B. The impact of new methods of production

1. The importation of specialised workers into an industry

In order to remain competitive with both foreign and other domestic producers, many companies are forced to adopt technological improvements which risk provoking a deterioration in inter-union relations. If we consider Britain's tobacco industry, we note that for years the leading union on the production side has been the Tobacco Workers Union. The TWU makes the claim of being an industrial union, yet organisational inroads are being made in the tobacco industry by other unions.

The introduction of new technology into the processes of production has required skilled specialists to be brought in from outside the industry to cope with the increasing mechanisation and specialisation. These persons have generally been members of other unions upon entering the industry.² Acting

1 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 10 December 1974. Hughes reported in his Research Paper that the reactions of the NUM and the NUR to the declines in their industries have been primarily defensive. See Hughes, Trade Union Structure and Government (Part 1), pp. 12-13, para. 24. Viewed in light of this observation, the comment of the NUR officer gains in significance.

2 For an example of a dispute arising from similar circumstances, where workers entering a firm to respond to technological changes brought with them union cards not held in the establishment, see Iron and Steel Trades Confederation and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 132.

with a sense of solidarity which its General Secretary now regrets, the TWU permitted these individuals to retain their union cards. Now on behalf of their respective organisations, these individuals, using closing pay differentials as their most obvious rallying point, are making a claim to be recognised by management to negotiate for the skilled grades. As an illustration of the inroads this group has made, at British-American Tobacco the TWU was until four years ago the sole negotiator; now, however, the engineering group has established its own bargaining machinery for skilled grades.¹

The consequences are seen in bolder relief at Imperial Tobacco where company negotiating committees at Imperial subdivisions such as Will's and Player's have been established to cover the engineering grades exclusively. From each of these committees, one individual was elected to sit on the national council which negotiates with the company-wide representatives of Imperial. It did not take long for the engineers to attempt to establish their own national bargaining machinery, using these inroads they had managed to make as a convenient starting point. As a consequence, the arrangements whereby engineering representatives sat on the national council was discontinued; the established unions (the TWU, the NUGMW, the TGWU, and the Cigarette Machine Operators Society) were troubled since their concern, they claimed, was with the entire pay structure as contrasted with the engineers' limited concern with crafts. At the time of interviewing, the industry was deeply troubled

¹ Interview with C.D. Grieve, General Secretary, Tobacco Workers Union, 28 January 1975.

by this dispute, with management attempting to maintain the status quo while the unions, with the help of the TUC, sorted matters out on their own.¹

2. Management training schemes

When a particular skill is required by management of part of its workforce, and the firm is not organised by a union which usually provides such specialists, management may arrange with a union already present in the firm to upgrade some of its members through a training scheme which will impart the required skills. If the specialists' union which normally caters for such individuals becomes aware of the upgrading scheme, it is liable to object and may undertake to recruit the individuals concerned. This is particularly true when the workers who have completed the programme are paid less than those who are negotiated for by the specialists' union, as that union will complain that its higher wage rates are placed in jeopardy because of the scheme. Moreover, if the workers ever leave that employment and seek to obtain similar work at another firm, they will in all probability have to acquire the specialists' union's card in order to obtain the work. The workers' original union, however, will likely balk at any transfer.²

It can happen that management, feeling the organisational strength within the concern of one specialists' union, will

1 Ibid.

2 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1966 TUC Ann. Rep. 94.

be forced into agreeing to a training scheme for a second such union's members at the termination of which the individuals must join the first union. The second union may object to the retraining of its membership, especially if they are apprenticed craftsmen, and more so if they already possess the requisite skills. In the last instance, the second union will believe, probably correctly, that it is being squeezed out of the firm by the joint efforts of management and the first union.¹

3. Changes in the work performed

Over time, the machinery, methods, and material of production change, and with them the tasks performed by individuals change as well. When the nature of a particular job changes, it is not uncommon that a specialists' union not presently the one organising it will claim that it now falls within that union's jurisdiction. In vehicle building, for example, when the basic structural material changed from the wood in coaches to the composite material and then steel in motor cars, new specialists' unions made claims to have the work done by their memberships. Although the National Union of Vehicle Builders (originally the Coachbuilders) had performed the work formerly, the new materials and the resulting changes in methods and machinery of production inspired organisations such as the Sheet Metal Workers to claim the function.²

1 See Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers and Amalgamated Engineering Union, 1968 TUC Ann. Rep. 115.

2 See National Union of Vehicle Builders and National Union of Sheet Metal Workers and Braziers, 1955 TUC Ann. Rep. 102.

The purpose of a particular type of work may change, thereby provoking a claim to perform the work by a new group of individuals represented by a different union. Plumbing work, for example, when done with a particular end in mind can resemble the heating work performed by heating and domestic engineers.¹ It is also possible that, as time passes, adjacent positions in the occupational hierarchy may blend imperceptibly into one another, with the result that unions representing the different positions may claim a breach of jurisdiction.²

New technology can give rise to new tasks which, some unions may argue, are merely old tasks performed in new settings. Radio and television news staffs, for example, are usually recruited from trade journalists who have been members of the NUJ. For this reason, the NUJ secured recognition from the BBC for some of these individuals. The agreement with management included an inter-union arrangement between the NUJ and the Association of Broadcasting and Allied Staffs, which at one time was the BBC Staff Association. The two unions were to share membership. This joint arrangement eventually broke down, with the NUJ arguing that the ABAS refused to accept that the editorial process in broadcasting is actually journalism. As the NUJ defines journalism - the creative function in communications - it undoubtedly is. The ABAS, however, makes

1 See Plumbing Trades Union and National Union of Sheet Metal Workers, Coppersmiths and Heating and Domestic Engineers, 1968 TUC Ann. Rep. 131.

2 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 3.

claims as an industrial union in broadcasting, which gives rise to typical conflicts between unions horizontally and vertically constituted.¹

4. Centralisation as a concomitant to increased mechanisation

A situation involving the National Union of Agricultural and Allied Workers illustrates in one respect how increased mechanisation can bring unions into conflict. For years, the individuals who worked at clearing and maintaining roads in rural sectors were members of the NUAAW. It was a rural task, and since the only union with any presence in many of these areas was the NUAAW, the workers concerned joined this organisation even though their jobs had nothing to do with agriculture. Lately, work on the roads has become increasingly mechanised; with mechanisation has come centralisation. Teams of road workers are now centred in urban areas and generally are organised by the TGWU. Having represented the rural road worker for so long, the NUAAW is not desirous of relinquishing the responsibility wholly to the TGWU. It may, however, have no choice, and at present tension exists between the unions on this issue.²

5. The elimination of grades

As the methods of production change, it may occur to management that the perpetuation of two different grades of

1 Interview with G. Viner, Training and Research Officer, National Union of Journalists, 16 April 1975.

2 Interview with A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers, 9 April 1975.

jobs within its organisational hierarchy is wasteful. In the Civil Service, for instance, there were until recently two grades within the area of photoprinting: the duplicate processing grade, organised by the Civil and Public Services Association, and the photoprinting grade, organised by the Civil Service Union. Now the processes have functionally merged, and so, too, have the grades. The two unions are in a mild state of conflict over this situation at present, with attempts being made to find a compromise solution.¹ Also in the Civil Service, there has recently been a merger of grades of larger significance. In this case, the managerial class and the administrative class were merged. Here the answer has been a system of dual representation worked out by the Society of Civil Servants, which had organised the managerial class, and the Association of First Division Civil Servants, which had organised the administrative class.²

6. Craft unions and demarcation of work

As has been described, when an entirely new process is introduced into a firm, unions often argue over which of their number is to organise those individuals who are already manning the process.³ In a related situation, the argument takes the form of which individuals who are already in membership

1 Interview with G. Challis, Assistant Secretary, Civil and Public Services Association, 20 January 1975; Interview with J.O.N. Vickers, General Secretary, Civil Service Union, 6 June 1975.

2 Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

3 See, e.g., National Union of Blastfurnacemen, Ore Miners, Coke Workers and Kindred Trades and Iron and Steel Trades Confederation, 1957 TUC Ann. Rep. 96.

in the respective unions are to man the process.¹ The first sort of dispute is an organisational dispute which settles any demarcation questions as well. The second is demarcational, but settles the organisational question also. While there may not appear to be significant difference between the two forms of what essentially is the same kind of dispute, it is appropriate to observe that the latter dispute most often involves craft or ex-craft unions arguing that the new process is part and parcel of their respective crafts. The claims being forwarded, then, are of a special sort, because a successful claim may well place the new process within a particular craft tradition. This will entail for the employer a controlled supply of labour, properly apprenticed. The former dispute, on the other hand, assigns upon its disposition one union to organise the workers manning the new process, but probably leaves the process unencumbered with the trimmings of the craft tradition. The disputes involving the craft or ex-craft unions are usually the more bitter, as much more is at stake than a group of unorganised workers. To the craft union, the extension of its tradition to cover changes in the technology of production is an essential aspect of union survival.

C. Controversial grades

There are some grades of workers over which unions are constantly in dispute. These grades are situated not in any

¹ See, e.g., National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers and National Union of Vehicle Builders, 1970 TUC Ann. Rep. 13.

one union's settled area of organisation but, on the contrary, are subject to the organisational claims of more than one union because they lie in the interstices of trade union organisation. Their interstitial nature provokes redundant and competing organisational claims. Craftsmen's mates and assistants are examples of such grades.¹ Foremen and charge-hands are others.² Membership disputes between unions over these grades and ones like them are a commonplace in British industrial relations.

D. The higher manual grades

The higher manual grades have acquired over the years many of the terms and conditions of employment traditionally associated with the white-collar grades. These may include items such as sick pay, pensions, and others of a similar nature. This general upgrading of manual status has blurred lines which run between manual and white-collar classes throughout British industry. It has caused problems in the Civil Service where the manual and staff sides are serviced by different bargaining machineries. Groups of workers at the top end of the manual side whose terms and conditions of employment are for all intents and purposes identical to groups at the bottom end of the staff side often wish to make the jump across. Their unions, however, are not represented on the Staff Side of

1 See, e.g., Organisation of Craftsmen's Mates - Spencer Steel-works, Llanwern, 1962 TUC Ann. Rep. 90.

2 See, e.g., Association of Scientific, Technical and Managerial Staffs and National Union of General and Municipal Workers, 1969 TUC Ann. Rep. 99.

the Civil Service National Whitley Council, and the unions presently occupying those seats are not about to permit a manual union a place in the machinery. Furthermore, the ambitious group's present union will not be partial to any thoughts of the group's transfer to a staff union.¹

A variation on the conflict which arises due to the general upgrading of manual status is seen when the upgrading has been followed by an actual regrading to staff status. If a group of workers is regraded to staff status, and they have their manual union to thank for the development, they will be in a poor position to shed the manual union as their organisation. Not only will the manual union wish to reap the benefits of its negotiating victory, but the regrading will also be viewed as an opportunity to make inroads into the white-collar side of the industry. On the other hand, the white-collar union will firmly resist what will be termed by it an encroachment.²

E. Governmental and industrial reorganisation

Government reorganisation can bring into conflict unions which, as a result of the reorganisation, have been thrown into the same organisational area. For instance, in the mid-1960s Middlesex was brought under the control of the Greater

¹ Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

² See National Union of General and Municipal Workers and Association of Scientific, Technical and Managerial Staffs, 1970 TUC Ann. Rep. 68.

London Council. NALGO, which was in control of local government negotiations for staff in Middlesex prior to the reorganisation, was brought into conflict with the Greater London Council Staff Association (then the London County Council Staff Association).¹ Similarly, when private enterprise is brought under public control, a result may be a dispute over membership between private sector and public sector unions.² The converse is also true, which is to say that when a public entity divests itself of an enterprise by permitting it to fall within the private sector, unions may be brought into conflict.³

III. Management Reactions to Multi-union Organisation of the Workforce

A. 'Divide and conquer'

One argument has it that employers attempt to stimulate inter-union conflict as a means of gaining an advantage over their trade union opposition. This approach by management, usually characterised as 'divide and conquer' or 'divide and rule', involves management embittering unions towards each other, perhaps by means of favouring, or promising to favour, one and then the other with bargaining advantages. If a trade

1 Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975. See London County Council Staff Association and National and Local Government Officers Association, 1964 TUC Ann. Rep. 89.

2 See Association of Scientific Workers and Union of Post Office Workers, 1951 TUC Ann. Rep. 113.

3 See National Union of Railwaymen and Transport and General Workers Union, 1971 TUC Ann. Rep. 35.

union is worried that a competitor might achieve an advantage, so the argument goes, its behaviour towards management will be less hostile. Further, much of the time and energy of the unions will be spent competing with each other instead of against management.

It is questionable whether 'divide and conquer' is the dominant management approach to multi-union situations in Britain today. Management, for instance, has come of late to recognise increasingly that inter-union disputes are a drain on its operational efficiency.¹ Once a company is unionised, management is more likely to wish to eradicate undue inter-union competition than to exacerbate it.² This is not to say that a management lacking in prudence might not engage in such a practice. It is simply that the 'divide and conquer' approach most certainly entails more negative than positive features for management,³ and a mature management will come to realise this.

1 See Evidence to the Royal Commission on Trade Unions and Employers' Associations of the Confederation of British Industry, pp. 29-30, paras. 154-158; Evidence to the Royal Commission on Trade Unions and Employers' Associations of the Engineering Employers' Federation (London: Engineering Employers' Federation, undated), pp. 18, 26, paras. 138-139, 199.

2 This would appear to be at least part of the motivation behind the trend of management encouraging the closed shop noted before the introduction of the Industrial Relations Act of 1971 as well as during the Act's life. See Weekes et al., Industrial Relations and the Limits of Law, pp. 38-50, 63.

3 See A.M. Ross, 'Changing Patterns of Industrial Conflict', in G.C. Somers (ed.), Proceedings of the 12th Annual Meeting of the Industrial Relations Research Association, 1959, Reprinted in A. Flanders (ed.), Collective Bargaining (Harmondsworth, Middlesex: Penguin, 1969), pp. 160, 180-181.

B. Management reaction to union organisation

If a union feels secure in its recognised role with management, in the sense that it firmly believes that there is little chance that an outside union could ever succeed in a claim for recognition, the union may possess an admirably high level of tolerance for encroachments upon its jurisdiction at the periphery. Such a sense of security is likely to arise in the public sector, where the chance for breakaway unions or outside unions to disrupt established bargaining and organisational patterns is minimal.¹ An example would be the Post Office, where the Post Office Engineering Union organises those individuals who install and maintain telephone and telegraph equipment as well as those who maintain Post Office vehicles and equipment. The EETPU and ASTMS organise telephone manufacturers, and their members sometimes install the devices as well; therefore these individuals work in the same fields as some POEU members. Because of its confidence that the Post Office would not recognise the outside unions, the POEU does not take a hard-line approach to the presence of the two other unions.²

1 See Grunfeld, Modern Trade Union Law, pp. 31-33.

2 Interview with A. Ferguson, General Treasurer, Post Office Engineering Union, 10 April 1975. Inter-union relations in the Post Office were not tranquil under the Industrial Relations Act 1971. See, e.g., Post Office v. Crouch [1974] I.C.R. 378 (H.L.), which arose from the refusal of the Post Office to grant permission to officials of the Telecommunications Staff Association, a registered union under the Act, to take part in union activities on Post Office property but outside working hours. Officials of the relevant recognised union, the Union of Post Office Workers, were granted this permission.

Even short of recognition,¹ management's cooperation may be instrumental in allowing a union's organisational effort to succeed. Management may permit union recruiters to enter the firm and to begin an organisational effort. Also, the right to publicise the activities of the union's organisers within the firm may be granted. Facilities in which to hold union meetings may be made available by management, and assistance in distributing union literature may be afforded the organisers. When two or more unions have their sights on the firm concerned, the unequal provision of these advantages can stir up inter-union animosity which inevitably will include management in its scope.² It may be claimed by a union not afforded the management's assistance that it is fundamentally wrong to have management pick which union is to organise the firm. Be that as it may, unions are quick to realise that such assistance by management will lead most probably to recognition: the actual entry of a union into the collective bargaining and grievance machinery.

Management does not always, of course, greet the introduction of trade union organisation into its workforce enthusiastically. By taking a belligerent attitude toward trade union organisation, management can make it exceedingly difficult for a union to enrol a significant number of individuals into membership. When management adopts a hostile position, yet

1 For a description of how the selective granting of recognition can provoke inter-union conflict, see Clegg, The System of Industrial Relations in Great Britain, pp. 67-70.

2 Cf. Weekes et al., Industrial Relations and the Limits of Law, p. 126.

nonetheless a trade union does organise a substantial number of the workforce, the battle does not end there. Recognition is not necessarily the next step after substantial or even majority trade union organisation has been gained. Management may wish to continue the fight with a view to causing a diminution in the number of employees who are union members. Union activists may be victimised, subtly or overtly, with an aim of frightening many others into leaving their unions or refraining from entering into membership. If this occurs and another union decides to enter the fray, the first union to attempt organisation may be outraged, understandably, at the intrusion. This is a source of bitter conflict, as the second union undoubtedly will be accused of a gross breach of solidarity in the face of great management opposition to trade unionism.¹

C. Management favouritism during inter-union disputes

The situation described above involving the Tobacco Workers Union attempting to stave off the thrusts of craft unions at Imperial Tobacco brings to light another aspect of management's role in inter-union disputes.² As mentioned, management in this affair sought to maintain the status quo within the concern while talks commenced and the competing unions got together to sort matters out. By assuming this posture, Imperial arguably favoured the TWU and the other established unions in the industry. In the circumstances des-

¹ See Wall Paper Workers Union and National Union of General and Municipal Workers, 1965 TUC Ann. Rep. 114.

² See, supra, pp. 141-143.

cribed, this may have been the only prudent course for management to have followed. But in other situations, management favouritism is of a less palatable quality. It is the belief of some small and medium-sized unions that companies go out of their way to favour the larger unions in the face of legitimate claims put forward by smaller unions. Company motivation, it is said, is attributable to the fear of reprisals from the larger unions, both at the local site and others far removed from the source of the dispute at hand.

It is also the position of some smaller unions that the alleged inefficiency of the large, especially the general, unions in servicing their members works demonstrably in the favour of management. The argument continues that management, therefore, is keen on maintaining the primacy of these large unions in any industrial setting. Management might go so far as to recognise a union formally, or informally to receive its deputations on behalf of employees, thus providing the union with credibility in the eyes of the workforce. Management may for this reason contact officials of a lax union to report a disgruntlement among its members which could lead to another union's organisational effort.

D. House Unions

One source of management-related inter-union conflict is the presence in any given establishment of a house union. Such a union will claim to offer cheaper services than its bona fide trade union counterpart. Indeed, this claim is usually accurate as far as the level of contributions is

concerned; the question arises in determining the level of services provided. This is not the place to discuss the deficiencies of house unions. Suffice it here to observe that no bona fide trade union will take lightly being in competition with what it considers to be a counterfeit union. Much more than is usually the case in inter-union competition, such an occasion produces desires in the bona fide union to demolish its opponent. A venomous rivalry can develop, which drains the independent union of time and resources.¹

Two inter-union disputes of some moment have erupted in the recent past in which the central feature has been the amalgamation of a house union by a bona fide union, which by virtue of that act has secured organisational superiority in the establishment. Controversy has arisen in both cases because the respective house unions had been for some time in an organisational conflict with other bona fide unions. These other bona fide unions, once they saw their rivals gain credibility through the amalgamations, were reluctant to leave the areas of organisation. In both instances bitter complaints were lodged with the TUC.

The first instance involves trade union organisation at Kodak's Hemel Hempstead plant, where processing of colour film is undertaken. For years, the Association of Cinematograph, Television and Allied Technicians had attempted to organise Kodak. Kodak always resisted its efforts and would never recognise any

¹ For an instance where a bona fide union succeeded in supplanting a house union only to be brought into conflict with other bona fide unions with seats on the relevant joint committee, see Association of Supervisory Staffs, Executives and Technicians and National Union of General and Municipal Workers, 1963 TUC Ann. Rep. 98.

union. Then came the passage of the Industrial Relations Act 1971. Not knowing at the time that the TUC unions would refuse to cooperate with its provisions, Kodak believed that soon it would be in the position of having to recognise a TUC union which had utilised the Act's recognition procedures. As a means of avoiding this, the company supported the establishment of a house union named the Union of Kodak Workers.¹

This house union registered under the Industrial Relations Act. Shortly after its creation, it began to poach ACTAT members. The bona fide union could not go to the Disputes Committee since the new organisation was not a TUC affiliate. In 1973, members of the ACTAT began to take industrial action against the company and the house union, which included three months of a full stoppage, with the effect that the ACTAT was granted some degree of recognition. This included time off for ACTAT officials to perform their union duties, facilities on company property for holding union meetings, noticeboard facilities, and the check-off of union contributions by the employer. However, the company indicated that it would continue to fulfil its obligations to the Union of Kodak Workers, which meant that the ACTAT had to pursue matters through the company's employee committee system dominated by UKW members.²

When the Labour Government took office in February of 1974, the Union of Kodak Workers began to worry, with some

1 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975; Interview with K. Roberts, Organiser, Association of Cinematograph, Television and Allied Technicians, 11 April 1975. See 1972 TUC Ann. Rep. 48-49; 1973 TUC Ann. Rep. 49-50; 1974 TUC Ann. Rep. 35-36, 343-344.

2 Ibid.

prescience as it happens, that its legal shield, the Industrial Relations Act, would soon be repealed. It began to search for a union with which to amalgamate. Relations had become so absolutely bitter between the UKW and the ACTAT, that the UKW executive was not inclined toward merging with its rival. The two unions had simply engaged in too bitter a conflict for too long a time. The TGWU claims that one of its officers who was helping ACTAT efforts during its strike at Kodak by seeing to it that lorries did not cross the picket line was known to the UKW. Somehow it transpired that through this officer the UKW officials were enticed into studying the TGWU's structure with a view to amalgamation. They were pleased with what they saw, the amalgamation was completed, and the TGWU is now the established union on the production side at Kodak's Hemel Hempstead plant. It hardly requires mentioning that the ACTAT is extraordinarily angry over the matter.¹

Similarly, ASTMS and the Union of Insurance Staffs (formerly the Guild of Insurance Officers), which merged with ASTMS in 1970, had for a long period attempted to organise the General Accident Fire and Life Assurance Corporation without securing full recognition. At the time of the present dispute, ASTMS had in membership less than one quarter of the eligible employees of General Accident. General Accident also had a house union: the Staff Association - General

¹ Ibid. A Disputes Committee of the TUC, since the time of interviewing, has awarded, however, that the TGWU must share negotiating rights with the ACTAT at company level in Kodak and at plant level in two locations which do not include Hemel Hempstead. See 'ACTT scores victory', Financial Times, 29 October 1975, p. 16, col. 3.

Accident.¹

While ASTMS was attempting to organise the firm, APEX, a great rival of ASTMS in the white-collar field, entered into discussion with SAGA with a view to the two unions merging. The discussions were successful, and by virtue of the merger APEX was strongly established in the company. ASTMS, which had many times attempted to amalgamate SAGA, but unsuccessfully, was understandably upset. Since SAGA's membership approached forty per cent of the eligible employees when the amalgamation took place, APEX became organisationally superior to ASTMS within the firm.² The resulting conflict between APEX and ASTMS, which came to include the TUC, found its way both to the Disputes Committee and to the High Court, as will be described in Chapter Thirteen.³

E. The check-off system

The final management response to union organisation of the workforce which will be reviewed here is the introduction of the method whereby employers deduct union subscriptions from a member's pay. This check-off system of collection has entailed some difficulty in multi-union situations. As mentioned

1 Interview with M. Turner, Assistant General Secretary, Association of Scientific, Technical and Managerial Staffs, 8 January 1975; Interview with J.D. Lapish, Executive Secretary, Association of Professional, Executive, Clerical and Computer Staff, 5 December 1974. See Commission on Industrial Relations, Report No. 2, General Accident Fire and Life Assurance Corporation Limited, Cmnd. 4247 (London: Her Majesty's Stationery Office, 1969); Report No. 52, General Accident Fire and Life Assurance Corporation Limited (Second Report) (London: Her Majesty's Stationery Office, 1973). See also 1974 TUC Ann. Rep. 341-342.

2 Ibid.

3 See, infra, pp. 320-325.

earlier, craft unions in the local authority field, much more assured of receiving their money from members since the introduction of the method, have taken a renewed interest in those craftsmen in the membership of NUPE.¹ But in another respect, the check-off system of collection when utilised in a multi-union situation involves an employer even more deeply in inter-union membership problems, as a decision is ultimately required from him as to which union he will favour with this service.²

1 Interview with J.D. May, Assistant General Secretary, National Union of Public Employees, 4 April 1975. See, supra, p. 69.

2 See Association of Professional, Executive, Clerical and Computer Staff and Iron and Steel Trades Confederation, 1972 TUC Ann. Rep. 16.

CHAPTER EIGHT

TRADE UNION AMALGAMATIONS

One line of thought has it that through the amalgamation of trade unions much is to be gained in the attempt to minimise inter-union frictions.¹ The Royal Commission, for example, believed that 'a very real contribution could be made to the problem of multi-unionism if some of the more important and wide-ranging organisations could be induced to combine with each other.'² At one level, the argument is convincing: if the number of unions in any potentially inharmonious situation is reduced, then, correspondingly, the potential for conflicts between unions is reduced. The intention in the present Chapter is to investigate this proposition and to determine the impact of union amalgamations on inter-union relations. In this regard, it is instructive to begin by examining the nature of the amalgamation process with a view to isolating potential problem areas. This will largely be done through identifying the reservations often felt within trade unions when contemplating the amalgamation alternative.

I. Problems in the Process of Amalgamation

A. Maintaining a union tradition

Many unions, perhaps as a matter of maintaining their

1 As is the case throughout this thesis, 'amalgamation' and 'merger' are used interchangeably in this Chapter.

2 Report of the Royal Commission on Trade Unions and Employers' Associations, p. 181, para. 679.

traditions as much as anything, are reluctant to amalgamate. The railway industry may provide an example. When the great union amalgamation took place in the industry in 1913, out of which was born the National Union of Railwaymen, the Associated Society of Locomotive Engineers and Firemen decided to remain out. It has continually decided not to merge with the NUR since.¹ As late as 1974, the NUR made overtures both to ASLEF and to the Transport Salaried Staffs Association with a view to amalgamation discussions. The TSSA responded that it was willing to talk, making no promises as to the outcome of such a discussion, but ASLEF refused to do even that.²

B. Lack of perceived advantage in amalgamation

Despite any structural incentives or the appeal of economisation through the centralisation of certain functions, some unions simply see little or no advantage to be gained through amalgamation. Recently, the TSSA had serious discussions with APEX on the question of amalgamation. According to a senior officer of the TSSA, his union's leadership, after deliberating on the matter, came to the conclusion that the choice which confronted the union was either to be a large section of another union, as it would be if it joined with

1 This is in spite of a TUC recommendation supportive of an ASLEF-NUR amalgamation. See 1966 TUC Ann. Rep. 119.

2 Interview with R.J. Tuck, Assistant General Secretary, National Union of Railwaymen, 16 January 1975; Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975; Interview with R. Buckton, General Secretary, Associated Society of Locomotive Engineers and Firemen, 15 April 1975.

APEX, or to remain independent, as it is now. Since the TSSA is not experiencing a financial crisis and, as Hughes points out,¹ has weathered the contraction in the railway industry in fine form, the choice was a simple one to make. A union in a poor financial position might have chosen otherwise.²

C. Some institutional factors

A fundamental problem in achieving an amalgamation concerns what to do with the respective unions' leaderships. For instance, a General Secretary of a small union might hesitate to relinquish his position for one in a regional office or for one of secondary importance in a head office of a large union. A divisional officer of the United Road Transport Union illustrated this point by describing his General Secretary's reaction to an amalgamation overture made several years ago by the TGWU.³ The General Secretary allowed it to be known among his union's senior officers that he personally would be quite displeased if any of them exhibited even a polite interest to the TGWU.⁴ Similarly, if the leading officer in a union contemplating merger into a larger organisation is near retirement

1 See Hughes, Trade Union Structure and Government (Part 1), p. 12, note 2.

2 Interview with F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975.

3 The TGWU was acting upon a recommendation of the TUC in seeking to amalgamate with the URTU. See 1966 TUC Ann. Rep. 119.

4 Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974.

age, discussions may focus on the size of that officer's pension in the new organisation. Another of the potential problems in the process of amalgamation which arise from what Elias terms 'institutional factors'¹ concerns the method of handling the respective unions' assets. Real property and special funds are highly valued bargaining factors in amalgamation negotiations. The distribution of these assets in a manner acceptable to all parties is a conditio sine qua non to a successful amalgamation.

D. Protecting the special interests of the union's membership

Other union officers explain decisions to turn down offers of amalgamation on more altruistic grounds. For instance, officers of a craft union may be hesitant to forsake their membership's interests by supporting merger into a general union. On these grounds, for example, the Patternmakers have resisted attempts by the AUEW to get the smaller union to merge with it. From the Patternmakers' point of view, joining with the AUEW would be tantamount to joining a general union.² The frictions described earlier which arise between craft members and their general union can result when officers do not resist, as have the Patternmakers' officers.³

E. Hostility between unions

From the perspective of minimising inter-union disputes,

1 See Elias, 'Trade Union Amalgamation: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 126-127.

2 Hughes described the AUEW as 'sectoral-general'. Hughes, Trade Union Structure and Government (Part 1), p. 8, para. 13.

3 Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974. See, supra, pp. 61-63.

the most useful union amalgamations are between unions which have competing patterns of organisation. Yet, years of hostility directed at each other may have so damaged relations between these unions that amalgamation, with its likely integration of official hierarchies, may be out of the question. An example can be drawn from the relationship of the Heating and Domestic Engineers Union and the Plumbing Trades Union. Each of these unions is now amalgamated with other craft or ex-craft unions, but not with ones with which they had persistent competitive encounters. The logical amalgamation would have brought the HDEU and the PTU together into one union, as their related crafts tend to bring the two unions into strong competition.¹ But the ill feelings engendered by years of competition, which resided in both unions, prevented it. Thus, the amalgamation of the HDEU with the Sheet Metal Workers and Coppersmiths and that of the PTU with the Electrical Trades Union, while presumably producing economies of scale for the parties involved, have had little effect on rationalising the patterns of organisation of the two unions and, therefore, on preventing inter-union disputes.²

1 See Plumbing Trades Union and Heating and Domestic Engineers Union, 1966 TUC Ann. Rep. 106. The Disputes Committee in deciding in this dispute actually urged amalgamation on the two unions' representatives.

2 See Plumbing Trades Union and National Union of Sheet Metal Workers, Coppersmiths and Heating and Domestic Engineers, 1968 TUC Ann. Rep. 131; National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers and Electrical Electronic Telecommunication Union/Plumbing Trades Union, 1970 TUC Ann. Rep. 104; National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers and Electrical Electronic Telecommunication Union/Plumbing Trades Union, 1970 TUC Ann. Rep. 106; National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers and Electrical Electronic Telecommunication Union/Plumbing Trades Union, 1972 TUC Ann. Rep. 21; National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers and Electrical, Electronic, Telecommunication and Plumbing Union, 1973 TUC Ann. Rep. 8.

F. Political differences within and between trade unions

The internal politics of trade unions may prove an obstacle to amalgamation. For instance, if a union's membership uses a ballot on the question of amalgamation as a vote of confidence in its leadership, an unpopular leadership may well cause the defeat of a prudent merger at the ballot box. Likewise, imprudent mergers can be validated on the basis of officers' popularity.

Political differences between the memberships or leaderships of two or more unions contemplating amalgamation can present an insuperable problem. A former officer of the National Union of Vehicle Builders before its amalgamation with the TGWU indicated that amalgamation talks between the Vehicle Builders and the AEU were in an advanced state in the late 1960s when the political outlooks of the respective General Secretaries, the late Alfred Roberts and Hugh Scanlon, came into conflict; the amalgamation was not forthcoming.¹ Similarly, the leadership of the Greater London Council Staff Association feels confident that its membership will not be enticed by overtures from NALGO to amalgamate, since the latter union's heightened militancy of late, which has received a fair amount of publicity, has alienated much of the more conservative membership of the GLCSA.²

1 Interview with A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers, 9 April 1975. Mr. Leary was formerly an area organiser of the Vehicle Builders. For a description of his exit from the NUVB, see Leary v. National Union of Vehicle Builders [1971] Ch. 34.

2 Interview with P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association, 4 April 1975.

G. Local level resistance to amalgamation

Often it is assumed that the only structural modifications which trade unions need make during the process of amalgamation are at the national level. In fact, the structural reverberations of amalgamation are felt at all levels of the unions concerned, and the resistance to the change may be strongest at the local level. The attempted merging of branches in recently amalgamated unions is illustrative of the problem. When the Sheet Metal Workers and the Heating and Domestic Engineers came together, pockets of resistance formed in certain branches to the idea that branch identity should be sacrificed through the integration of branches of formerly autonomous unions.¹ Indeed, many branches through the years had considered themselves virtually autonomous in their own right. Accepting dictates of whatever sort from the central office may have been the exception and not the rule. Understandably, a dictate which aims to change radically the nature of the branch's composition would meet with the most resistance.

A similar problem arose at the branch level during the amalgamation between the TGWU and the NUVB. At the Chrysler plant in Linwood, Scotland, the TGWU automotive group had a large branch. The NUVB branch in the plant was slightly larger. After the amalgamation was complete at the national level, the TGWU central office wished to merge the two branch structures into one. The politics of the matter at plant level, however, made

¹ Interview with L.G. Guy, Assistant General Secretary, National Union of Sheet Metal Workers, Copper Smiths, Heating and Domestic Engineers, 9 April 1975.

the local merger difficult. The TGWU members at the plant did not wish to become members of the NUVB branch; their national union, after all, was the surviving entity, and if the branches were to merge, the NUVB branch had to merge into the TGWU structure. The NUVB branch, on the other hand, had a slight edge in membership, as well as the man generally considered to be the more capable senior steward, whom the NUVB members favoured as the next convenor. Since a sole convenor would be emerging from the consolidated branch, the NUVB members felt it imperative that their man be at the head of the new structure. At the time of interviewing, the amalgamation of the two unions in this plant had not yet materialised.¹

H. Aborted amalgamations and amalgamation talks

Hughes writes that 'Given the variety of alternative patterns of organisation and connection that can be envisaged [by unions considering amalgamation], it is no wonder that many unions have contemplated a number of potential partners.'² Talks between unions on amalgamation have occurred with increasing frequency of late, and many such talks have progressed to a point of near agreement, only then to terminate with the amalgamation not realised. When this occurs, relations between the unions may revert to where they were prior to the talks; often, however, a bitterness emerges over the issue of the aborted amalgamation talks, relations deteriorate, and

1 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975.

2 Hughes, Trade Union Structure and Government (Part 1), p. 23, para. 39.

disputes emerge from inter-union tensions which before the talks would have constituted no cause for alarm. There was some such acrimony between the Engineers and the Vehicle Builders when their amalgamation talks ended unsuccessfully.¹ When an amalgamation actually occurs, as it did between the National Union of Printing, Bookbinding and Paper Workers and the National Society of Operative Printers and Assistants, to form the Society of Graphical and Allied Trades, and then is dissolved, as was the case with SOGAT,² a bitterness may erupt between the unions far in excess of that which existed prior to the amalgamation having occurred.

I. Legislation affecting amalgamations

A factor which militated against trade union amalgamations has been removed by virtue of recent legislation. For many years, unions contemplating merger were not in a position to move towards it due to the rigorous procedures established by the law of the day.³ In the Trade Union (Amendment) Act 1876, the first such procedure in British legislation required that two-thirds of the entire memberships of the respective unions had to give their consent before the merger could take place. As Elias points out, 'it was virtually impossible to achieve particularly if either union was of a significant size.'⁴ The

1 Interview with A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers, 9 April 1975.

2 See Keys v. Boulter (No. 2) [1972] 2 All E.R. 303.

3 See Grunfeld, Modern Trade Union Law, pp. 236-245.

4 Elias, 'Trade Union Amalgamation: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 127.

fact that the amalgamation of the railway unions, which led to the creation of the NUR, took place in the period of this provision's operation makes that amalgamation all the more remarkable.

The Trade Union (Amalgamation) Act 1917 attempted to place unions contemplating amalgamation in a better position. The requirement in this Act stated the need for a poll in each union in which at least fifty per cent of the membership had to vote. Further, the results of the poll had to show those in favour leading those against by a margin of twenty per cent. In the period in which this Act controlled amalgamation procedure, the AEU, the TGWU, and the NUGMW all came into being via amalgamation;¹ but as Elias once again points out, 'as unions increased in size from amalgamations so union apathy made it increasingly difficult to achieve the required poll.'²

The third attempt at legislating a suitable procedure for union amalgamation came in 1940 with the Societies (Miscellaneous Provisions) Act. This Act's provision on merger was designed to supplement the 1917 Act. The 1940 legislation stated that a union wishing to transfer its obligations to another union had to obtain the approval of two-thirds of its membership. The consent need not come in the form of a membership ballot, as the percentage could be achieved through polling a delegate conference, and since only one of the unions involved would be transferring engagements (the other would be

1 See Pelling, A History of British Trade Unionism, pp. 167-168.

2 Elias, op. cit., p. 128.

receiving) this approval need be gathered in only one organisation. Thus, the smaller organisation could be the one drawn upon for consent, which made the task considerably easier. Furthermore, the Act allowed the Registrar a degree of discretion in cases where the two-thirds consent was not forthcoming to permit the transfer of engagements in any event.¹

Finally, the Trade Union (Amalgamation) Act 1964 replaced the earlier provisions on the subject. The most striking change introduced was the need for only a fifty per cent approval rate of those members who vote in a ballot. Apathy in the membership, therefore, would be no bar to amalgamation. The distinction between merger and transfer of engagements is preserved, and in the latter instance only the transferring union need hold a ballot. Indeed, Elias indicates that fifty of the sixty-three mergers which had been completed under the Act by the end of 1971 were by this latter method. It can accordingly be said that the legal constraints on the amalgamation process no longer constitute a serious barrier to the reaching of a successful conclusion.²

II. The Impact of Amalgamations on Inter-union Relations

A. Amalgamation as a deliberate response to inter-union conflict

Despite the many problems which can arise during the

1 Ibid., pp. 128-129.

2 Ibid., pp. 129-136.

process of amalgamation and after, the process is often viewed as a means of reducing inter-union frictions.¹ Most amalgamations, in fact, are in response to a wider range of issues - political, financial, industrial - which may include poor inter-union relations. But the amalgamations in shipbuilding leading to the Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers provide an illustration of how merger can be specifically in response to prolonged demarcation disputes. Moreover, Elias points out that the liberalising statutory influence of 1917 on the process of amalgamation was the result of 'the Government optimistically and, as we now know, mistakenly [believing] that union mergers would reduce overlapping and "would get rid very largely" of [demarcation] disputes.'²

When viewed as a response to inter-union conflict, amalgamation can possibly achieve the status of a weapon in the arsenal of the stronger of the unions party to the dispute. This is not the case where comparably strong unions are pitted against one another. But where one of the unions is made to realise that its survival as an institution may be contingent upon the outcome of a dispute over a broad area of organisation, amalgamation with its rival may come to be seen as the best course to follow. Thus, in the case of amalgamation at least the weaker union's membership and assets will not be left in a state of disarray, while presumably they would be if the

1 See Report of the Royal Commission on Trade Unions and Employers' Associations, pp. 181-182, paras. 679-682.

2 Elias, op. cit., p. 128.

dispute were permitted to continue.¹

B. The capacity of amalgamations to reduce inter-union conflict

In his Research Paper for the Royal Commission, Hughes found that amalgamations were a contributing factor in the continuing development of a number of large and relatively 'open' unions.² This tendency, he observed, would not lead to the resolution of the 'central structural problem of British unionism' - the multiplicity of unions and the overlapping of unions in particular sectors or occupations. Hughes concluded his discussion on union mergers by noting, in part, that the

recent wave of amalgamations, actual and projected, appears likely to involve a significant re-grouping of craft unions into larger entities, sometimes largely within the boundaries of a particular industry, in other cases without this industrial link. Another major result is not the emergence of separate industrial unions, but the incorporation of separate industrial representation within wide sectorial or general unions.³

Where craft unions amalgamate with other craft unions, especially within an industry, established jurisdictional lines are likely to be reinforced rather than threatened. Where, however, a new trade union force is introduced into a sector or industry by virtue of amalgamation (a possible

1 There is some evidence, for instance, that staff associations which were constituted while the Industrial Relations Act was in existence sought to amalgamate with TUC unions once it was clear that the Act would be repealed. Amalgamation was viewed by these unions as a more appealing alternative than continuing conflict with bona fide unions in the Act's absence. See, supra, pp. 157-160.

2 See Hughes, Trade Union Structure and Government (Part 1), pp. 23-24, para. 40.

3 Ibid., p. 23, para. 39 (*italics in original*).

element in the second 'major result' listed by Hughes above), jurisdictional lines may be threatened with the possible consequence of a deterioration in inter-union relations.

It follows from Hughes' thesis that when speaking of amalgamations and their tendency to effect a diminution in inter-union conflict, one must distinguish between certain aspects of the amalgamation alternative. Too often the logic of amalgamation is simply that a lesser number of unions leads to a reduced number of disputes between unions. In limited circumstances, this logic leads to the correct conclusion. When, for instance, two or more unions compete to enrol into membership the same workers, as is the case with the TGWU and the United Road Transport Union with respect to lorry drivers, the outcome of amalgamation would be one of eliminating inter-union conflict.

Further, as Hughes correctly describes, multi-craft amalgamations, for example the mergers which have created the Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, can 'bring a more powerful and co-ordinated influence to craftsmen's points of view in the councils of industrial federations and the trade union movement generally ...'¹ He goes on to add that such an amalgamated union 'has an institutional interest in limiting inter-occupational clashes within its ranks, so that once intractable demarcation questions become less so.'² While multi-craft

1 Ibid. (Part 2), p. 11, para. 26.

2 Ibid.

amalgamations are not necessarily based on the assumption that they will terminate competition for membership between the unions involved, as such competition between craft unions is unlikely to be widespread, they can have a healthy impact on inter-union relations generally and on disputes over demarcation of work specifically.

The capacity of amalgamations to resolve inter-union conflict is increased by the fact that many unions have a strong incentive to make amalgamations succeed. For an aspect of the recent spate of amalgamation activity in Britain, which Hughes claims is resulting in 'more upheaval and re-appraisal of union structures ... than in any previous period',¹ is the perceived necessity by unions with a history of amalgamations to make those past mergers succeed with as little friction as possible. Only in this way, according to the TGWU officer in charge of amalgamation talks, can new unions be enticed into an amalgamating frame of mind. If, using the TGWU example, the Vehicle Builders decide to secede by claiming that a general union is simply not a comfortable home for a union which has evolved from a craft tradition, it would damage, perhaps irreparably, the amalgamation talks going on between the TGWU and other unions similar to the Vehicle Builders.² On the other

1 Ibid. (Part 1), pp. 22-23, para. 39. In response to a questionnaire sent by the TUC to affiliated unions in March of 1971, it was determined that thirty unions, or twenty-two per cent of the TUC unions then, were engaged in amalgamation discussions. See 1972 TUC Ann. Rep. 43.

2 For example, at the time he was interviewed - April 1975 - the TGWU officer was negotiating with the National Society of Metal Mechanics on the issue of amalgamation.

hand, if the Vehicle Building Section of the TGWU flourishes as it now exists, much will have been achieved in the way of reducing the apprehensions of other unions contemplating merger into the TGWU.¹

C. Factors limiting the capacity of amalgamations to reduce inter-union and inter-group conflict

1. Breaking down or threatening to break down established jurisdictional lines

Just as amalgamations can improve inter-union relations, they can contribute to the deterioration of inter-union relations. For instance, an amalgamation may break down or threaten to break down the established jurisdictional bases of trade union organisation in a given sector or industry. This can occur when a large, external - therefore threatening - force is introduced into what has been a fairly established area of trade union organisation by virtue of its amalgamation of a union already present. In building, as an illustration, jurisdictional bases were relatively well defined before certain amalgamations took place. Included among these was the TGWU's amalgamation with a small craft union, the National Association of Operative Plasterers.² Previously, the Amalgamated Society of Woodworkers, now the Union of Construction, Allied Trades and Technicians, an established union in the industry, was generally capable of settling differences with the

1 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975.

2 See 1968 TUC Ann. Rep. 141.

Operative Plasterers in an amicable way.¹ But now UCATT finds itself reacting defensively to every tension due to the presence of the TGWU. According to a UCATT officer, inter-union relations in building have deteriorated as a result.²

A related situation arose in the Civil Service, where the Society of Civil Servants organises the executive grades. The union organising the grades immediately below the executive, the clerical grades, is the Civil and Public Services Association. Recently, a small departmental union, the Court Officers Association, merged with the CPSA.³ Within its department, the COA had organised the executive grades. For the first time, therefore, the CPSA has executives enrolled, and it has managed to retain negotiating rights for the executive grades within the department. Lately, the CPSA has attempted to expand into other areas of the Civil Service at the executive level, which has displeased the SCS. Relations between the two unions at the time of interviewing were strained.⁴

Similarly, SOGAT recently amalgamated with two small, London-based craft unions which operated in the printing industry, the Monotype Casters and the Machine Minders. These crafts are performed in the industry's composing rooms, where the heaviest trade union presence belongs to the National

1 Inter-union relations involving the Operative Plasterers were not always dispute-free, as described in K.W. Wedderburn and P.L. Davies, Employment Grievances and Disputes Procedures in Great Britain (Berkeley and Los Angeles: University of California Press, 1969), pp. 78-79.

2 Interview with T. Graves, National Officer, Union of Construction, Allied Trades and Technicians, 31 December 1975.

3 See 1974 TUC Ann. Rep. 29.

4 Interview with G. Gillman, General Secretary, Society of Civil Servants, 8 January 1975; Interview with P.D. Jones, Secretary of the Staff Side, Civil Service National Whitley Council, 11 April 1975.

Graphical Association, also a craft union. Whereas previously the NGA was less prone to react adversely to perceived transgressions on the part of the small craft unions, it now tends to see a SOGAT plot behind every move by these composing crafts. The NGA and SOGAT often, as a consequence, find themselves opposed to each other on the national level due to these largely local incidents. The problem here was exacerbated when the NGA decided to stay on the Conservative Government's Register under the Industrial Relations Act 1971. With that union expelled from the TUC and thus stripped of the protection of the TUC's Disputes Principles, SOGAT was willing at its national level to tolerate its branches' aggressiveness in recruiting NGA members.¹

2. The impact of a sudden ascendancy achieved through amalgamation

When a union achieves a sudden ascendancy in a sector or industry, or in areas within a sector or industry, by virtue of an amalgamation or a series of amalgamations, the other unions in the area may become apprehensive and perhaps uncooperative with the ascending union. Inter-union relations may deteriorate tremendously, and inter-union disputes may erupt where before a telephone conversation would have put an end to any trouble before it emerged as a dispute. Such a situation may be arising in the motor car industry, especially since the Vehicle Builders merged with the TGWU. There has been

¹ Interview with H.A. Miles, General Officer, Society of Graphical and Allied Trades, 15 January 1975.

a desire among some to have but one union in the industry in Britain, as is the case in North America with the United Automobile Workers, and it now appears that the TGWU is attempting to assume the role. Historically, the AUEW has looked upon the TGWU as causing little difficulty in the craft area, but since the TGWU-NUVB amalgamation, it must reassess its position. The AUEW belief that, despite the TGWU's recruiting success with the unskilled and semi-skilled workers in the industry, the craft preserve belongs primarily to it must change. In fact, the Vehicle Builders craft union antecedent, the Coachbuilders, rivals in age its engineering counterpart. Thus, the AUEW must now take pause over the question of what precisely the organisational intentions of the TGWU's Vehicle Building and Automotive Section are with respect to crafts.¹

3. Internalising inter-union conflict in the surviving union: the creation of intra-union group conflict

It is the case with some amalgamations that much of the inter-union conflict, actual or potential, is simply internalised in the surviving union, with the result of intra-union group conflict. Such conflict arose, for instance, when groups of lorry drivers and dockers, both within the TGWU, engaged

¹ Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975; Interview with E. Roberts, Assistant General Secretary, Amalgamated Union of Engineering Workers, 29 May 1975; Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974; Interview with L.G. Guy, Assistant General Secretary, National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers, 9 April 1975.

in bitter conflict over the containerisation issue in the Port of London.

There are many groups of workers within the Transport and General Workers Union which potentially could come into conflict. The containerisation issue was the focus of the dispute presently discussed between two of the TGWU's industrial groups:¹ the commercial transport section and the dockers. The containerisation story is familiar enough. Employers were slowly making the work of dockers obsolete by reducing it to the loading and unloading of containers from boats, which is a highly mechanised process and therefore not labour intensive. The containers would actually be filled and emptied at container bases away from the docks. The dockers in London decided to engage in industrial action with a view to protecting their jobs. Blacking was the preferred method, and the notorious 'Cherry Blossom list' containing the names of target firms was circulated.²

The TGWU lorry drivers had little to do with the containerisation process, except that they drove the lorries which carried the containers between their inland bases and the docks. Since many of their firms were blacked, many of their jobs were affected. They challenged the dockers publicly to ease their industrial pressure, but the dockers, hoping to provoke the Government into passing legislation which would

1 See, infra, pp. 184-185.

2 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975. See P.L. Davies, 'In Search of Jobs and Defendants', Modern Law Review, XXXVI (1973), 78.

ensure their job claims at the container bases,¹ continued in full force. The drivers soon became disillusioned with the union's leadership, since it was seemingly incapable of preventing one group of members from damaging the position of another group of members. The dispute, internal to the TGWU, eventually died down, but not without a significant number of members of the TGWU's commercial transport section leaving the union to take up membership with the United Road Transport Union.²

What was the effect, then, of the fact that both groups of workers, the dockers and the drivers, were in the same union? Certainly the issue was one which did not respect union lines; the dispute would likely have arisen had there not been a single union in which both disputing groups were found. The focus of the enquiry, therefore, should be on whether the dispute was made any more or less tractable by having both groups within the same union. It can be argued, as it was by a high TGWU officer, that the presence of two different unions each representing one of the disputing occupational groups would have complicated matters seriously.³ For in that case, one of the union's very existence might well have been at issue, in addition to the loss of jobs of many of its members. In

1 This legislation is presently before Parliament. See the Dock Work Regulation Bill, which 'provides for the preparation of a new Dock Labour Scheme, to be brought into force by order, for areas comprised within the cargo-handling zone, that is to say, all harbours on the sea and every place within 5 miles of the sea or of any major inland waterway opening to the sea.' p. 1.

2 Interview with M. Evans, National Organiser, Transport and General Workers Union, 14 April 1975.

3 Ibid.

the present dispute, that union would have been representing the dockers.

It can be argued to the contrary, however, that to have the dispute occurring within one union is to lessen chances of effective leadership being exercised by trade union officers. Where two sets of leadership exist, more effective bargaining can occur between them, which will entail the officers convincing their members that a bargain must be struck if a solution is to be found. But under a single leadership, the officers may be reluctant to seem to favour any position so as not to be accused of supporting one side to the detriment of the other. This would effectively paralyse the union's officers, and lead to a prolongation of the dispute. Moreover, with both groups within the same union, resort to the TUC's Disputes Committee is impossible.

The intra-union group conflict within the TGWU featuring the dockers and the lorry drivers has been largely resolved by means of Parliamentary action in the form of the Dock Work Regulation Bill - a result of political pressure being exerted by the TGWU's national leadership. This solution to the problem, unavailable to unions with less political strength, suggests that the conflict presently discussed was better handled as an intra-union rather than an inter-union matter. Yet, the prospect of this Bill's becoming law and granting the dockers their job claims at the container bases has itself stirred up intra-union group controversy within the TGWU - this time involving warehousemen and dockers.¹

¹ See C. Tyler, 'Rebellion in TGWU over dock issue', Financial Times, 23 March 1976, p. 16, col. 7.

III. The Internal Federal Structure

It was thought at one time that trade union federations would lead to union amalgamations. Whether or not this has proved to be the case, the central relevance of federalism to the subject of union amalgamations today does not concern trade union federations. Of greater contemporary significance is what appears to be a synthesis of the ideas of federation and amalgamation: the trade or industrial group structure found in some general and, borrowing Hughes' term, sectoral-general unions. Indeed, Elias refers to this as an 'internal federal structure'.¹ The trade or industrial group structure is often the result of a merger of a union with a strong occupational or industrial base into a larger union. As a matter of providing incentive for such a merger to take place, the utmost in autonomy is guaranteed the merging union, while at the same time it will presumably gain from centralised functions with respect to matters such as research and benefits. If a merging union is large enough, an entire section within the surviving union is created to house the merged union; an example is the Foundry Section of the AUEW which is composed mainly of members of what was formerly the Amalgamated Union of Foundry Workers. Similarly, the Vehicle Building and Automotive Section of the TGWU is the home of the former members of the National Union of Vehicle Builders. Such a structure allows for a degree of centralisation while heeding

¹ Elias, 'Trade Union Amalgamation: Patterns and Procedures', Industrial Law Journal, II (1973), 125, 130. See also Hughes, Trade Union Structure and Government (Part 1), p. 34, para. 61.

the Webbs' warning with respect to the need for occupational similarity within a union's membership.¹ This structure has been used to overcome many union reservations over amalgamation. Yet, as the previously described conflict within the TGWU attests, intra-union group frictions may be a by-product of the internal federal structure.²

1 See Webb and Webb, Industrial Democracy, Chapter Four.

2 See, supra, pp. 180-183.

CHAPTER NINE

INTER-UNION AGREEMENTS

As a means of coming to terms with inter-union problems, many unions enter into inter-union agreements. These agreements may touch upon one or more of a number of substantive issues which are the subject of disputes between unions; alternatively or additionally, they may provide a procedure for unions party to the agreement to follow when attempting to resolve an inter-union dispute. These agreements may also establish inter-union machinery to deal with problems as they arise between unions. It should be noted at the outset that there exists some parallel between the process of applying inter-union agreements to industrial events and what has been referred to as the 'institutional or dynamic' method of collective bargaining. It is largely true in both instances that 'the rule-making and the decision-making processes are ... indistinguishable.'¹ That is to say, '... the parties ignore the difference between interpreting a new rule and making a new one.'² Within this dynamic context, inter-union agreements do not bind the parties so much as provide a starting point for resumed discussions on the subject in dispute.

While inter-union agreements constitute but a fraction

1 Kahn-Freund, Labour and the Law, p. 58.

2 Ibid., p. 60.

of inter-union understandings, they do illustrate how the minds of officers of opposing unions meet on inter-union questions, and they can be termed broadly representative of the results of such meetings of minds. Thus, since it is improbable that any written agreement would be entered into if it cut clearly across the grain of industrial practice, much can be learned from these agreements about the entirety of inter-union cooperation in the face of potentially divisive industrial issues. This Chapter examines a series of inter-union agreements and also discusses the utility of inter-union agreements in reducing inter-union conflict.

I. Examples of Inter-union Agreements

There exists a problem in determining the scope, qualitative attributes, and efficacy of inter-union agreements. Hughes described the problem when he observed lying beyond the TUC's Disputes Principles

... a large and important hinterland of multi-lateral and bilateral inter-union agreements. This hinterland, it should be said, is largely unmapped territory; the agreements are not as widely known, publicly available and freely discussed as are collective bargaining agreements. ¹

With a view to shedding light on this traditionally obscure subject, a series of inter-union agreements covering a range of issues, most of them having to do with competition over membership, have been examined by this writer.² A brief

1 Hughes, Trade Union Structure and Government (Part 1), p. 30, para. 55.

2 These agreements - sixteen in total - are reproduced in full in Appendix A, infra.

discussion of their contents follows below.¹

A. An agreement allocating spheres of influence by areas and enterprises

As described in Chapter Seven,² a wide area of conflict arose between the National Union of Railwaymen and the Transport and General Workers Union following World War I. The locus of the disagreement was the field of passenger and commercial road transport. A working committee, composed of officers of both unions, was charged with arriving at a compromise solution. This committee considered two possible avenues toward that end: joint working arrangements on individual undertakings on one hand, and exclusive organisation by one of the unions in individual undertakings on the other. The

1 In a recent survey, the TUC, receiving replies to its enquiries from fifty-five unions representing approximately two-thirds of total TUC-affiliated trade unionists, attempted to gather information about inter-union agreements. The TUC reports that, of the fifty-five responding unions,

40 submitted either a full text or a summary of each of the agreements they held, and the other fifteen (with a membership of 331,108) indicated that they did not have any agreements at all, although most of them pointed out that there were many well-observed but undocumented undertakings between themselves and other unions with whom they were in frequent contact. In all, 139 agreements were submitted by the 40 unions.

Seventy-seven of the agreements submitted dealt with spheres of influence. Six dealt with recognition of cards. Twenty-one of the agreements constituted machinery for resolving difficulties. Forty-seven treated conditions for membership transfer, and sixteen provided for transfer of benefit rights. Four agreements provided for dual membership upon promotion into supervisory grades. See 1970 TUC Ann. Rep. 186-187.

2 See, supra, pp. 135-136.

latter course was largely chosen, and the result was an inter-union agreement, dated in June of 1932, which delegated to each union spheres of influence. Spheres of influence can be defined in several ways, included among which are definition by geographical area, business undertaking, and specific occupation. The NUR-TGWU agreement was devised on the basis of the first two standards; certain areas (e.g., Maidstone and District) and business undertakings (e.g., Thames Valley Traction Co.) were granted to be within the jurisdiction of each of the two unions. This agreement has required many modifications through the years, but still exists as the basic charter governing relations between the two unions in the sector of road transport.¹

B. An agreement allocating spheres of influence by occupations

An example of a spheres of influence agreement which operates on the basis of occupational interests is one between the National Union of Agricultural and Allied Workers and the Union of Shop, Distributive and Allied Workers. The two unions in this document agreed 'that the Union of Agricultural Workers shall be recognised as the Union for all agricultural workers'. Correspondingly, it was confirmed 'that the Union of Shop, Distributive and Allied Workers shall be recognised as the Union for all distributive workers.'²

1 See Appendix A, Document A, infra.

2 See Appendix A, Document B, infra.

C. Co-existence on a majority and minority basis

An inter-union agreement between the Association of Teachers in Technical Institutions and the National Association of Schoolmasters is illustrative of a recognition by two unions of their differing degrees of interest in the same area of organisation. The area of organisation here is further education, where the ATTI has the vast majority of the teaching force in membership. The NAS, however, by virtue of following some of its members into the field, attempted to secure a foothold of organisation among the teachers. It was taken promptly to the TUC's Disputes Committee by the ATTI where the inter-union agreement presently discussed was urged upon the parties.¹ It provides that the NAS 'recognise the ATTI as representing the majority interest of teachers in the field of further and higher education', with the effect that 'new entrants to the field ... will therefore normally join the ATTI.' For its part, the ATTI recognises a minority interest for the NAS in the field, and a right of the latter union to be consulted on matters which will affect its members. Also, the ATTI agrees that the NAS may produce policy statements on matters affecting further education. Both unions agree not to commence organising in any college where the other union has secured organisation; significantly, they define 'commence organising' as 'any form of acceptance of an individual into membership.' This provision undoubtedly ensures the ATTI that its majority interest in the field will be protected.

¹ See Association of Teachers in Technical Institutions and National Association of Schoolmasters, 1971 TUC Ann. Rep. 31.

A joint committee is established by the agreement, on which the ATTI has a majority interest, to deal both with disputes arising under the agreement and with matters of common interest between the unions and relating to the TUC. The TUC is established as an appeal court of sorts by the agreement, as issues upon which accord cannot be reached, as well as proposed changes in the inter-union agreement which are contested by one of the unions, are to be referred to it.¹

D. An agreement on disputes procedure

An inter-union agreement may define procedures which are to be followed in the case of a dispute's arising between the unions party to the agreement. Such an agreement is the one between the Union of Shop, Distributive and Allied Workers and the Transport and General Workers Union. Several steps are listed in this document which the two unions must follow when a dispute arises between them. First, the district officers of both unions are bound to attempt to resolve the problem by telephone, correspondence, or joint discussions. If this fails, a meeting should be held at the regional level with the Regional Secretaries of both unions attending, along with any other officers whose presence is required. This regional level meeting having failed, the matter is passed up to the head offices of both unions, which, when assured that all pains have been taken to settle the dispute at the lower levels, then meet to search for a mutually acceptable solution.

¹ See Appendix A, Document C, infra (italics in the original).

If this step does not resolve the dispute, it is referred to the TUC's disputes machinery.¹

E. Agreements on membership transfer procedure

Transfer of members being one of the most persistent problems in inter-union relations, it is not unusual for inter-union agreements to attempt to set out methods whereby transfer can be handled most smoothly in a given inter-union setting. Such an agreement is the one between the Transport Salaried Staffs Association and the National Union of Railwaymen. The two unions, of course, share the same industry, with the TSSA existing as a white-collar union and the NUR as an industrial union. The obvious overlap causes problems, particularly in regards to NUR members promoted into grades negotiated for by the TSSA. The agreement tends, in many respects, further to define provisions of the TUC's Disputes Principles which touch upon membership transfer. The two unions are prohibited by the agreement from accepting the other union's members without making an enquiry to the 'parent' union's headquarters. Reasonable time is to be allowed the parent organisation to contact the individuals concerned so that it might attempt to persuade them to retain their original membership. 'Objections to the acceptance of an applicant should not be pressed by the "parent" Organisation to the point of making the man become a non-unionist.' The provisions of Disputes Principle 4 covering members in

¹ See Appendix A, Document D, infra.

arrears with contributions, under discipline, and engaged in a trade dispute are reaffirmed in this agreement as constraints upon the accepting union.¹ Finally, the TUC's requirement of a reply to a request for transfer within a given amount of time (14 days when this agreement was negotiated; now 21 days) is said not to apply,² but no specific alternative is provided.³

The National Society of Operative Printers and Assistants and the National Union of Journalists entered into an agreement in 1949 which facilitates membership transfers. It has already been pointed out that a point of potential friction exists between the unions on the matter of entry into the journalistic profession.⁴ Besides direct recruitment, the two modes of entering the profession are promotions from grades organised by the NSOPA (now the NSOPGMP). The agreement reached intends to reduce any problems arising from the promotions by defining the benefit rights of transferring members.⁵

F. An agreement for individual freedom of choice

Another agreement entered into by the TSSA, this one with the Association of Scientific, Technical and Managerial Staffs regarding staff in railway workshops, is rather unusual. It provides 'that since both unions are

1 See, infra, p. 230.

2 See, infra, p. 229

3 See Appendix A, Document E, infra.

4 See, supra, pp. 43-44.

5 See Appendix A, Document F, infra.

represented on the [Railway Workshops Staff Joint Negotiating Council] there will be freedom of choice for individuals between [the] two unions.' The provisions of the TUC's Principles which prohibit accepting an individual in arrears or under discipline are again reaffirmed, but not the provision dealing with members involved in a trade dispute. Great pains were taken by the authors of the agreement to point out that 'neither of the two unions should canvass the membership of the other' and the General Secretary of the TSSA reminded his branches that 'the agreement reached does not give T.S.S.A. branches the right to canvass existing members of A.S.T.M.S. employed within the area of employment covered by the [JNC].' The import of the agreement is that a member in good standing with his union retains ultimate discretion as to whether he remains a member or switches to the other organisation. In practice, however, social and political factors constrain membership transfer; nevertheless, this agreement does in fact go far in securing a member's right to join the union of his choice, while not undermining the established trade union negotiating arrangement.¹

G. Dual membership arrangements

Often when one union clearly dominates an area of organisation and holds negotiating rights as well, it still must recognise that certain work within its area requires that the individuals performing the work hold the cards of other

¹ See Appendix A, Document G, infra.

unions. Most often this involves craft work done in an area where a union other than the appropriate craft union is established. But it also occurs in other situations; for example, Press Officers working for the Greater London Council must hold NUJ cards despite the fact that the Greater London Council Staff Association organises the GLC and dominates the relevant Whitley Council. The arrangement worked out between the two unions is functionally one of dual membership, but does not require the individual members to pay two sets of contributions. Rather, it requires a capitation fee to be paid by the NUJ to the GLCSA in return for the latter union's encouraging the individuals into the NUJ. Those individuals for whom the NUJ makes the payment to the GLCSA are considered to be in full membership with the GLCSA as well, but have the benefit of holding the journalists' card and of paying contributions only to the journalists' union.¹

H. Mutual recognition of cards

A means by which inter-union conflict over membership can be minimised is for unions with overlapping patterns of organisation to recognise each other's cards. Such a development may or may not be formalised into an inter-union agreement. An instance where it is so formalised can be found in an agreement between the Transport and General Workers Union and the National Union of Agricultural and Allied Workers. The two unions agreed, in part,

That it shall be regarded as being essential to the continuance of harmonious relations between the two

¹ See Appendix A, Document H, infra.

Unions that all Officials must recognise the other Union's membership card as being sufficient evidence of Trades Union membership and solidarity.

The words of the agreement, of course, are subject to being modified by local industrial pressure. For instance, whether such a statement is forceful enough to be applied to a circumstance where an NUAAW member from the north of England gains employment across the border in Scotland (which the NUAAW recognises as 'belonging' to the TGWU¹) at an enterprise wholly organised by the TGWU is questionable. It may be, in the actual event, that the NUAAW member is forced to acquire a TGWU card in order to hold his employment.² A simple statement on recognition of cards can be found in an agreement between the National Society of Operative Printers and Assistants (now the NSOPGMP) and the NUJ, where it is stated unequivocally that 'There shall be full and frank recognition of all cards in existence.' Again, however, industrial realities may prevail to the contrary.³

I. An agreement for transfer of benefit rights

Another inter-union agreement to which the NUJ is a party, in this instance with the Society of Lithographic Artists, Designers, Engravers and Process Workers, treats, in part, the question of transfer of benefits derived from pension and superannuation funds. Too often, when a member transfers

1 See, supra, p. 108.

2 See Appendix A, Document I, infra.

3 See Appendix A, Document F, infra.

from one union to another, even where the transfer is agreed to willingly by his original union, the benefits which have been accruing to him in that union are lost to him.¹ If, however, a member of the SLADEPW is transferred to the NUJ, not only is the membership qualification period for NUJ benefits waived, but he is also permitted within the terms of the present agreement to continue to participate in the superannuation and pension fund of his original union. A member of the NUJ who transfers to the SLADEPW also has his membership qualification period for benefits waived, but the transferee who is over forty years of age on the date of transfer

shall be entitled to participate in SLADEPW Superannuation and Pension Fund, subject to satisfactory arrangements being completed with NUJ for the transfer to SLADEPW Pension Fund of an amount of money equal to his member's Pension Contributions for those weeks of his age which are in excess of 39 years and 51 weeks.²

J. Demarcation of work agreements

Inter-union agreements commonly deal with questions of demarcation of work. Such a document may describe the specific sorts of work, name the occupational job titles, or describe the type of business undertakings which fall within one or the other union's scope. It may do all three. For instance, the NUJ has agreed with the SLADEPW that

Cartoonists, caricaturists, fashion and editorial layout artists, other illustrators employed in newspapers, or those periodical houses listed

¹ See, supra, pp. 42-45.

² See Appendix A, Document J, infra.

and agreed between the two unions whose work is related to depicting current events, shall be members of the NUJ. All other artists whether they work on paper, photographs or metal, shall be members of the Society of Lithographic Artists. 1

Such an agreement may also speak in terms of the manning of a specific machine. The same two unions agreed that the operation of electronic engraving machines is the work of members of the SLADEPW, except

In Newspaper Offices where there is no Process Department and where the machine is operated on a part-time basis solely for the production of editorial blocks, [where] the operation of the machine may, by agreement between the two parties to this Agreement, be undertaken by a member of the National Union of Journalists. 2

Similarly, the NUJ and the Association of Cinematograph, Television and Allied Technicians agreed that in the independent television field NUJ members who must perform occasional duties usually done by members of the ACTAT (e.g., operating cine film or television equipment) will not be unreasonably denied ACTAT membership. Conversely, the NUJ agreed that no unreasonable objections would be raised to ACTAT members wishing to join the journalists' union. The import of the agreement, however, clearly resides with the former provision, as traditional ACTAT work performed in the production of newsreels was being forced on NUJ members as a matter of reducing labour costs.³

The NUJ and the National Graphical Association have taken a step forward recently in their inter-union relations.

1 See Appendix A, Document K, infra.

2 See Appendix A, Document L, infra.

3 See Appendix A, Document M, infra. Interview with G. Viner, Training and Research Officer, National Union of Journalists, 16 April 1975.

In early 1975, anticipating that technological changes within the printing industry might provoke conflict between them, the two unions agreed to establish a Joint Technical Committee. The Committee was formed

in order that technological developments in the newspaper industry can be kept under review, particularly with regard to the introduction of electronic and photo-electronic processes, so that questions of demarcation of work and trade union jurisdiction, where there are mutual interests, can be resolved in advance and general principles laid down.

The agreement goes on to define the scope of NGA work and the borderline areas which exist between the unions.¹

K. A joint relations committee between general unions

Britain's two large general unions, the TGWU and the NUGMW, entered into an agreement approximately three decades ago which constituted machinery to deal with inter-union problems.² In 1966, the Joint Relations Committee, as it was called, was further formalised through an elaboration of its scope and objectives.³ The JRC deals with issues of membership transfer, policy, organisational rights, and spheres of influence which are potentially provocative of a dispute between the unions. The Committee meets annually to review relations between the two unions, as well as on an ad hoc basis to deal with actual disputes. The JRC is at the pinnacle of the formalised procedural relations which have been developed

1 See Appendix A, Document N, infra.

2 Interview with W.J. Biggin, National Industrial Officer, National Union of General and Municipal Workers, 21 July 1975.

3 See Appendix A, Document O, infra.

by the two unions regarding matters such as membership transfer, dispute resolution, and organising protocol.¹

II. The Utility of Inter-union Agreements in Reducing Inter-union Conflict

A. The problem of changing context

One argument put forward by some officers interviewed in connection with this study has it that inter-union agreements have little or no worth. They are ignored by trade union officers, it is said, because the agreements do not take into account the dynamic nature of inter-union relations. This argument should not be taken flatly as a criticism of the parties who draw up inter-union agreements. In most cases their sincerity is beyond question; they dearly wish to end tensions between their unions by creating, in writing, a formula which achieves that end. But this view, though undoubtedly sincere, may be short-sighted as well. The written word, though not a static form as its meaning is liable to evolve with the world it attempts to describe, is usually not sufficiently rapid in its evolution to keep abreast of changing industrial and occupational patterns. Thus, it is the inability of the authors of such agreements to predict the industrial future which is at the root of many of the faults of inter-union agreements.² No union can be expected to flirt

1 See Appendix A, Documents O and P, infra.

2 Cf. National Union of Railwaymen and Transport and General Workers Union, 1971 TUC Ann. Rep. 35.

with demise so that it might follow an inter-union agreement in specific detail.

B. The procedural/substantive distinction

This argument that inter-union agreements do not account for the dynamic nature of inter-union relations demands that a distinction be drawn between inter-union procedure agreements and those which constitute inter-union machinery on the one hand, and those which grant substantive claims to the parties on the other. The former, assuming the continued goodwill of the parties, can be essentially timeless. Changes liable to occur in the industrial future, for example, will have little or no effect on the procedure agreement between USDAW and the TGWU described above.¹ An even better example is the agreement between the TGWU and the NUGMW which establishes the Joint Relations Committee.² The antecedent of the JRC as presently constituted goes back nearly thirty years. When one ponders the changing face of industrial relations in post-War Britain, along with the fact that these two large and competitive unions have only been face-to-face at the TUC's Disputes Committee once since 1950,³ the conclusion that a procedure agreement or one which establishes inter-union machinery can be largely resistant to erosion over time is undeniable.

Agreements which grant substantive claims, however,

1 See, supra, pp. 191-192.

2 See, supra, pp. 199-200.

3 See National Union of General and Municipal Workers and Transport and General Workers Union, 1973 TUC Ann. Rep. 3.

may occasion a different response to changing industrial and occupational patterns. These agreements, which may for instance be couched in terms of spheres of influence or the manning of a particular machine, are subject to being undermined by the smallest change in occupations or industry. With technological advances coming at a rapid pace, the nature of machines is difficult to define for more than a short period of time. Moreover, spheres of influence, whether designated geographically, occupationally, or with respect to individual undertakings, will be insensitive to events such as plant closures, technological innovations, government reorganisations, and company mergers. In order for these substantive agreements to offer any benefits over a period of time, they must have features which guarantee periodic review and revision. An example is the agreement between the NUJ and the NGA which both defines work areas and establishes machinery to review the impact of technological advances on those work areas.¹

C. Disputes over interpretation

Disputes between unions may arise over the interpretation of an inter-union agreement. The parties may agree that the written accord covers a particular area of tension between them, but disagree on conclusions to be drawn from the agreement.² Similarly, an apparent gap in the inter-union agreement,

¹ See, supra, pp. 198-199.

² See Shipconstructors and Shipwrights Association and United Society of Boilermakers, 1960 TUC Ann. Rep. 101.

left there by its authors who did not anticipate a particular industrial occurrence, may lead unions which feel the agreement is worth preserving into a dispute over how to fill in the gap.¹ A closely related type of dispute may arise over the question of whether a party to an inter-union agreement has abided by it. In this instance, the meaning of the agreement is not the focus of the dispute, as the parties concur for the most part on that, as much as the issue of whether the accused party actually performed the proscribed activity.²

D. A reluctance to commit inter-union agreements to writing

An interesting dimension of inter-union agreements is brought to light by a situation involving the British Actors Equity Association and the Musicians Union. When a musical group is a self-contained variety act, the group's individual performers belong to the Musicians Union. If, however, the musical group has a dominant entertainment personality among its members, in the sense that this individual could perform on his own and the audience's reception would be essentially the same as it is for the entire group,³ then an arrangement between the unions requires that the main performer belong to the BAEA. This arrangement has not been formalised into a written inter-union agreement because officers of the unions have yet to inform their executives that the arrangement exists. Despite

1 See National Union of Railwaymen and Transport Salaried Staffs Association, 1971 TUC Ann. Rep. 35.

2 See Clerical and Administrative Workers Union and Transport and General Workers Union, 1965 TUC Ann. Rep. 123.

3 Mick Jagger and the Rolling Stones was the example offered the interviewer.

the arrangement's practicability, the officers fear that their respective executives will interpret the arrangement as a clear victory for the opposing union, and thus declare it a nullity.¹

Trade union officers are not quick generally to commit inter-union relationships to writing. A district officer of the TGWU spoke of an uneasy truce with the AUEW in the Midlands, the terms of which are that neither union will organise in light engineering firms where the other union has already established negotiating rights. The officer felt that while this understanding was workable in its present informal state, to ask that the parties commit it to writing was unrealistic.² Often this hesitance to commit inter-union relationships to writing can be partially circumvented by having the parties rest on their correspondence concerning a contested matter. This is the case, for instance, in the engineering industry, where the Patternmakers have a manning of machinery agreement with the AUEW which consists of a series of letters between the two unions' head offices.³ While an agreement reached in this manner does not normally afford the precision of one devised systematically, it certainly provides an opportunity for a meeting of the minds of trade union officers on the subject in dispute.

1 Interview with C. Snitcher, Senior Assistant Secretary, British Actors Equity Association, 7 April 1975.

2 Interview with D. Buckle, Oxford District Secretary, Transport and General Workers Union, 19 November 1974.

3 Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974.

E. Disputes over the existence of an inter-union agreement

Given the reservations of union officers regarding written inter-union agreements, it is not unusual to see disputes arise where one union claims that a violation of an inter-union arrangement has taken place, while the other union responds that it had no idea that such an arrangement was in existence. Although this may occur with written documents,¹ the problem is generally confined to situations where it is an unwritten convention which has regulated inter-union relations, at least according to one of the parties. For instance, one union may argue that the other has for years respected its exclusive right to organise certain grades within a particular industrial unit, and indeed the second union may not have attempted to organise within those grades. But upon commencing organisation, the second union may state that it was not 'respecting' the first union's sphere of influence, but merely biding its time as it gathered the proper resources with which to begin an organisational effort. Thus, what to one union may appear to be custom and practice or convention has been to the other union simply a period of inactivity.²

F. 'Gentlemen's agreements'

B.C. Roberts pointed out two decades ago that much of the province of inter-union relations in Britain is governed by what he referred to as 'gentlemen's agreements'. 'The unions

¹ See Clerical and Administrative Workers Union and National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 35.

² Cf. National Union of General and Municipal Workers and Amalgamated Union of Engineering Workers, 1971 TUC Ann. Rep. 9.

are tending to parcel out industry into lots; one union has the workers in one factory or district and another union will confine its organising to another factory or district.'¹ Many officers who were interviewed believed that some among their number no longer respect such conventions, and a surprisingly large number included themselves in this group. Consequently, many felt that the old understandings are no longer viable. Further, many who claimed to retain their respect for these gentlemen's agreements believed that their ability, as full-time officers, to constrain the behaviour of their unions' local representatives to act in accordance with inter-union convention was being reduced by the increase in grass-roots activism.

It has been observed before in this study that a number of factors - ranging from technological changes in the processes of production to the quest of trade union officers for more contributing members - have caused unions to depart from their established jurisdictional traditions. Some unions are threatened; others are encroached upon; and others encroach. As a result, the system of gentlemen's agreements is in many cases undergoing a severe test. Moreover, what is in many respects a new area of organisation, the white-collar sector, has no tradition of gentlemen's agreements within which trade union officers can operate.

G. Making claims on the basis of inter-union agreements

The determination of the extent to which inter-union

¹ Roberts, Trade Union Government and Administration in Great Britain, p. 51. See also McCarthy, The Closed Shop in Britain, pp. 14-15.

relations in Britain are governed by inter-union agreements - if such a determination is feasible to make - lies outside the scope of the present work. But it is possible within the confines of this study to gain some idea of the extent to which inter-union disputes arise in situations covered by written inter-union agreements. This can be done by determining the number of reports of the Disputes Committee in which reference is made to the existence of a written inter-union agreement. Reference is normally made to an inter-union agreement by one or both of the parties in order to assist in developing an argument before the Disputes Committee. In the last four years of the present sample, 1971-1974, a modification in the style of reporting the disputes, with the effect of submerging the respective parties' arguments, makes such a determination impossible in those years. However, in the years 1950 to 1970, forty-four of the total of two hundred and forty-four disputes reported made reference to written inter-union agreements. This represents a figure of approximately eighteen per cent, or nearly one in five disputes.

Such a demonstration falls far short of establishing accurately the incidence of inter-union agreements. First, as has been mentioned, trade union officers are reluctant to put their inter-union arrangements in written form. Further, while it may be argued that the existence of a written accord between two unions which covers the area in dispute would certainly be pointed out to the Disputes Committee, this hardly requires the conclusion that word of the agreement invariably finds its way into the Committee's opinion. The figures

presented, then, would be conservative estimates at best. Conversely, it may be argued that the figures exaggerate the prevalence of inter-union agreements because disputes are likely to arise in chronic sore spots between unions. These spots, having attracted the attention of the unions, would be 'agreement prone' areas. This argument might be countered by observing that disputes arising in agreement prone areas have in all probability been settled by this independent machinery. Be all that as it may, it is worthwhile simply to observe that unions do make claims on the basis of inter-union agreements, and that this occurred in approximately eighteen per cent of the cases heard by the Disputes Committee from 1950 to 1970.

P A R T I I

THE RESOLUTION OF INTER-UNION MEMBERSHIP
DISPUTES BY THE DISPUTES COMMITTEE
OF THE TRADES UNION CONGRESS, 1950-1974

INTRODUCTION

The most exhaustive existing treatment of the TUC's system of inter-union dispute resolution is provided by Dr. Shirley Lerner in Breakaway Unions and the Small Trade Union.¹ As the title of her book suggests, Dr. Lerner approached the subject with a particular thesis in mind; that is, to determine the impact of the TUC's system of inter-union dispute resolution on the formation of breakaway unions, on the development of small unions, and on the freedom of choice of trade union membership possessed by individuals. While her general conclusions - that the TUC's system in operation has hindered the formation of breakaway unions, has stunted the growth of small unions, and has undermined the principle of freedom of choice for individuals - are largely true today, many of her detailed observations regarding Disputes Committee adjudication have themselves been undermined by the passage of time. For instance, her statement 'that not a single post-war award has permitted transfers'² no longer holds good for Disputes Committee adjudication, as time and again over the past fifteen years the Committee has validated membership transfers.³

1 See Chapter 2.

2 Ibid., p. 76 (italics in the original).

3 As late as 1972, however, one of the country's leading authorities could still fall prey to the prevailing misconception regarding Disputes Committee adjudication by observing that 'In practice the [Disputes Committee] has very rarely permitted any disputed transfer, whatever the position of the member desiring transfer as against the objecting union.' R.W. Rideout, Principles of Labour Law (London: Sweet and Maxwell, 1972), p. 331.

More importantly, however, Dr. Lerner's study was devoted to testing a particular thesis, in the sense that Disputes Committee adjudication was viewed largely in terms of whether it proved or disproved that thesis. The present study, on the other hand, attempts to treat the subject in more general terms, and seeks to ascertain the bases of Disputes Committee decision-making as well as to explore the Disputes Committee as an institution.

It will be recalled from the Introduction to Part I that inter-union membership disputes are defined for present purposes as those concerned with which union ought to be representing a particular worker or group of workers by means of having that worker or group of workers in membership. The two forms of such a dispute are labelled transfer disputes and organisational disputes. The first occurs when one union, despite the objection of a second union, has enrolled a member of the second union, or wishes to enrol him in the future. The second arises when two or more unions argue that a specific industrial unit falls within their respective spheres of influence.

As will become clear in Chapter Eleven, a principle is emerging from the Committee's adjudication of transfer disputes. Whereas in the decade and a half following World War II, as Dr. Lerner correctly describes, membership transfers were not approved by the Committee, it has become increasingly true since then that where a union requests a membership transfer from another union but is refused, and where the requesting union 1) is faithful to the TUC's transfer procedures, 2) is

organisationally dominant in the industrial unit concerned, and 3) is the possessor of negotiating rights in the unit, then the transfer will be approved by the Disputes Committee. Moreover, where the requesting union cannot summon up all three of these factors in support of its argument, it has happened in some cases that the Committee has found one or two of the factors to be sufficient. While no such overriding principle is emerging in organisational disputes, Disputes Committee adjudication has been fairly consistent, as will be described in Chapter Twelve, in which of two or more types of competing organisational claims it has favoured in an organisational dispute.

Much of what follows, especially in Chapters Eleven and Twelve, may seem less than coherent to a legal mind trained to equate consistency in decision-making with the development of a system of precedents. The Disputes Committee is not a common law court and, despite Dr. Lerner's observation to the contrary,¹ its accumulated awards do not constitute a system of precedents. As will be emphasised below,² the Committee does operate within a tradition of decision-making which greatly influences its awards. Nevertheless, its accumulated awards have neither the orderliness nor the syllogistic development of the common law as typically (even if incorrectly³) conceived. This

1 Lerner, op. cit., p. 67.

2 See, infra, pp. 337-338.

3 'The life of the law has not been logic: it has been experience. The felt necessities of the time, the prevalent moral and political theories, intuitions of public policy, avowed or unconscious, even the prejudices which judges share with their fellow-men, have a good deal more to do than syllogisms in determining the rules by which men should be governed. The
(cont.)

analysis of its awards, therefore, will bring to light many contrarities which, if they existed in the common law, would tend to undermine the force of these judgments in avoiding future disputes.

We are not dealing here with the common law; nor are we dealing with a law forum. The adjudicatory function of the Disputes Committee must be viewed, in the words of Professor Grunfeld, 'as a continuing process of mediation or conciliation and fact-finding combined with arbitration.'¹ The Committee, one might say, is not nearly so interested in drawing lines as it is in ending disputes. It takes account of matters, therefore, which a court of law will not. Moreover, it defines consistency in its decision-making more broadly than will a court of law. The present study, as a consequence, is pursued with the knowledge that Disputes Committees over the years have not intended to have their judgments rationalised into a system. Hence, what follows is not a description of a system, at least not a system in the legal sense; it is but an attempt to define the tradition of decision-making within which the Disputes Committee functions and, by so doing, to clarify the meaning of the Disputes Principles of the TUC. It is, in addition, an attempt to examine the Disputes Committee as an institution vitally concerned with the resolution of inter-union disputes.

3 (cont.)

law embodies the story of a nation's development through many centuries, and it cannot be dealt with as if it contained only the axioms and corollaries of a book of mathematics.' O.W. Holmes, Jr., The Common Law (Boston: Little, Brown, and Company, 1881), p. 1.

¹ Grunfeld, Modern Trade Union Law, p. 222.

The study begins in Chapter Ten by presenting the TUC's Rules which pertain to inter-union dispute resolution, the Disputes Principles, and the procedures of the Disputes Committee. Chapter Eleven analyses Disputes Committee decisions in transfer disputes, and Chapter Twelve does the same for organisational disputes. Chapter Thirteen discusses the implementation of Disputes Committee awards, and Chapter Fourteen concludes this thesis by examining the utility and effectiveness of the Disputes Committee for purposes of resolving inter-union disputes.

CHAPTER TEN

THE RULES, PRINCIPLES, AND PROCEDURES

The Rules of the Trades Union Congress authorise that body to play a role in the resolution of disputes between affiliated unions. The General Council of the TUC, first elected in 1921,¹ is the organ that is charged by these Rules with the handling of inter-union disputes. The Disputes Principles themselves are resolutions which have been adopted by Congress. They comprise a set of norms which, if followed by member unions, tend to minimise inter-union conflict and, if not followed, serve as standards for the Disputes Committee's adjudication of inter-union disputes. The Disputes Principles are not mentioned in the Rules of the TUC. Nor is the Disputes Committee directly constituted by the TUC Rules, although reference is made to its existence and briefly to some aspects of its position with respect to inter-union disputes. An elaboration of the Disputes Committee's position will come later in this Chapter with the explication of the Committee's procedures, but it presently must be emphasised that the Committee's composition and its precise position are not founded in the Rules of the TUC.²

1 See Lovell and Roberts, A Short History of the T.U.C., pp. 65-71.

2 The importance of this lack of constitutional footing may be seen in Rothwell v. Association of Professional, Executive, Clerical and Computer Staff and Trades Union Congress [1975] I.R.L.R. 375. See, infra, pp. 320-325.

Three Rules of the TUC have a bearing on the resolution of inter-union disputes.¹ The first is Rule 12, entitled 'Disputes Between Affiliated Organisations', which grants the TUC through its General Council the jurisdiction necessary to become involved in disputes between affiliated unions. The second of these Rules is Rule 13, which provides the sanction to be applied by the TUC against a union for its having disobeyed an order of the General Council or Congress regarding the resolution of an inter-union dispute. Finally, Rule 11 of the TUC, which is concerned with 'Industrial Disputes', also has some bearing on inter-union disputes due to the definition of industrial disputes extending to disputes between affiliated unions. As will be shown below, this last Rule is for present purposes of secondary importance. Rules 12 and 13 provide a sufficient basis for the TUC's role in resolving inter-union disputes.

A final preliminary comment on the constitutional bases of TUC authority in the area of inter-union disputes requires mentioning. In 1969, displaying its sensitivity to the public concern over increased work stoppages arising from industrial disputes, as well as to the In Place of Strife controversy,² the TUC fortified the constitutional provisions discussed below to their present form. The changes made include the

¹ These Rules may be found in A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers, pp. 20-23.

² See Clegg, The System of Industrial Relations in Great Britain, pp. 456-460; P. Jenkins, The Battle of Downing Street (London: Charles Knight, 1970).

extension of the power of the General Council under Rule 11 to intervene in disputes between employers and workpeople in cases where the dispute involves unauthorised or unconstitutional stoppages of work. Also amended was Rule 12 where the TUC was granted wider powers to deal with inter-union disputes and stoppages of work arising therefrom. As a result of these changes, the TUC is authorised to act not only on inter-union disputes over membership as it had in the past, but also on inter-union disputes over recognition, demarcation of work, and wages and conditions of employment.¹

I. The Role of the TUC in Inter-union Dispute Resolution as Defined by TUC Rules 11, 12, and 13

A. The grant of jurisdiction: Rule 12

Rule 12 of the Trades Union Congress, adopted in 1924, is the cornerstone of that body's authority for the handling of inter-union disputes.² This Rule provides the TUC, through

1 See A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers, p. 3. For the old Rules contrasted with the new, amended versions, see Hughes, The TUC: a Plan for the 1970s, pp. 35-36.

2 Before 1924, a Disputes Committee was constituted under an earlier grant of power found in the 1920 TUC constitution. See B.C. Roberts, The Trades Union Congress 1868-1921 (London: George Allen and Unwin, 1958), pp. 383-389; A. Flanders, Trade Unions (London: Hutchinson, seventh (revised) edition 1968), p. 59. Before 1920, the Joint Board and the Parliamentary Committee - forerunners of the General Council of the TUC - attempted to resolve some inter-union disputes. See Roberts, op. cit., pp. 228-229, 263-265, 338-339; H.A. Clegg, A. Fox, A.F. Thompson, A History of British Trade Unions since 1889, Vol. I, 1889-1910 (Oxford: Clarendon Press, 1964), pp. 408-409, 443-452. See generally Lovell and Roberts, A Short History of the T.U.C.

its General Council, the jurisdictional basis for resolving inter-union disputes, and further provides for certain obligations which member unions must meet when they are involved in inter-union disputes. Rule 12 begins by stating that 'Where disputes arise, or threaten to arise, between affiliated organisations, the General Council shall use their influence to promote a settlement.'¹ These words strike a theme recurrent in the handling of inter-union disputes by the TUC. The premium throughout is on promoting a settlement between the parties and not on enforcing a certain resolution to the dispute. It is to the extent that the TUC, through its General Council and Disputes Committee, has been able to persuade the unions party to an inter-union dispute to settle their own differences that the TUC has been comfortable with its role in the affair.

Rule 12 continues by placing an obligation of notifying the General Council upon any TUC-affiliated organisation contemplating an official stoppage over a dispute with another TUC union. This applies whether the dispute 'relate[s] to trade union recognition, trade union membership, demarcation of work, or any other difficulty.'² Next, affiliated organisations are denied the right to authorise a work stoppage as mentioned in the preceding section until the General Council

1 Rule 12(a). All of the Rules, Principles, and Procedural Regulations of the TUC on the subject of inter-union disputes can be found in A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers. Citation here will refer only to the specific Rule, Principle, or Regulation discussed.

2 Rule 12(b).

has considered the inter-union dispute.¹ In this regard, the General Council 'shall have the power to investigate cases of dispute or disagreement between affiliated organisations and to refer such cases to the Disputes Committee.'²

Unauthorised work stoppages over inter-union disputes are provided for as well. If such a stoppage occurs, an affiliated organisation is bound 'to take immediate and energetic steps to obtain a resumption of work.'³ This language is presumably subject to a 'good faith' criterion. It recognises that many unauthorised stoppages are beyond the control of the central union organisation and that all that can be expected of the union concerned is a good faith attempt to return matters to normal.

A further section of the Rule places an obligation on affiliated organisations to provide the General Council with information concerning any stoppages of work irrespective of whether the stoppages are authorised.⁴ This obligation extends beyond mere notification; the unions must 'inform the General Council of the causes and circumstances of the dispute and of the steps they have taken or are taking to secure a resumption of work.' By 'stoppage of work' is meant an action which 'involves directly or indirectly large bodies of workers, or which if protracted may have serious consequences.' Since the General Council considers any inter-union dispute as having

1 Rule 12(c).

2 Rule 12(f).

3 Rule 12(d).

4 Rule 12(e).

potentially serious consequences, for trade unionism generally if not for the particular industrial setting,¹ it is difficult to think of any but the numerically most insignificant work stoppages which conceivably could not invoke the operation of this section.

The powers of the General Council under Rule 12 are few, but significant. First, as mentioned above, 'the General Council shall have the power to investigate cases of dispute or disagreement between affiliated organisations and to refer such cases to the Disputes Committee.'² This licence of the General Council becomes operative 'Upon notification from an affiliated organisation, as required by [this Rule], or upon the application of an affiliated organisation, or when they deem necessary.' The General Council is also granted

... the power to summon the contending affiliated organisations to appear before the Disputes Committee of the General Council, and to submit all evidence and information that the Disputes Committee may deem essential to enable it to adjudicate upon the case.³

Rule 12 also attempts to ensure the primacy of the Disputes Committee by stating:

If the parties to a dispute fail to submit the case to the Disputes Committee of the General Council as provided by this Rule, it shall not be permissible for such a dispute to be raised at any Annual Congress.⁴

1 'The General Council believe that every strike which takes place because unions cannot reconcile their disputes peacefully, with what this means in terms of acrimony between trade unionists, must be a matter of concern to the trade union Movement as a whole....' 1969 TUC Ann. Rep. 237.

2 Rule 12(f).

3 Rule 12(h).

4 Rule 12(g).

Further, Rule 12 provides in the case where 'the complaining organisation fails to prove the charge, it shall bear the whole cost of the investigation including the expenses incurred by the defending organisation.'¹ Though obviously intended as a hindrance to frivolous claims being made at the Disputes Committee, this provision has not been invoked in recent years.²

Of great importance is how the TUC handles instances where unions refuse to carry out decisions of the General Council on inter-union disputes. These decisions normally would be to the effect that a union must obey an award of the Disputes Committee. Rule 12 provides that where a union defies such a decision 'the General Council may at once issue a report to all affiliated organisations.'³ Since the ultimate sanction, found in Rule 13, is exclusion from Congress membership, a course decided upon by the Congress as a whole, the issue of a report to member unions is a serious step indeed. If after the report is issued the decision of the General Council is still not carried out, the General Council, at its discretion, can follow one of two courses. It can report the matter to the next Annual Congress where the controversy will be dealt with as the Congress sees fit, or it can deal with the matter under certain clauses of Rule 13.⁴

1 Rule 12(1).

2 '[Rule 12(i)] has never been operated in recent years ..., if indeed it was ever used.' Correspondence from M. Cannell, Assistant Secretary, Organisation and Industrial Relations Department, Trades Union Congress, to author on 2 January 1976.

3 Rule 12(j).

4 Ibid.

B. The sanction: Rule 13

Rule 13 provides for the punishment of unions which are in a state of non-compliance with a General Council order in support of a Disputes Committee award. Yet, there is no mention in Rule 13 of inter-union disputes. The procedures made available by this Rule to the General Council and Congress are intended to deal with all union behaviour 'detrimental to the interests of the Trade Union Movement or contrary to the declared principles and policy of the Congress.'¹ Although acting in contravention of a General Council decision on an inter-union dispute is, therefore, but one of many forms of union misbehaviour which fall within the ambit of this Rule, it is the particular form of misbehaviour upon which this discussion will focus.

Having determined that an affiliated union is engaged in activities which constitute a refusal to carry into effect a General Council decision on an inter-union dispute, the Council is empowered to 'direct the organisation to discontinue such activities forthwith and undertake not to engage therein in the future.'² If the union should disobey this directive or fail to give an undertaking that it will obey it, the General Council can 'order that the organisation be forthwith suspended from membership of the Congress until the next Annual Congress.'³ The General Council, at this juncture, must submit

1 Rule 13(a).

2 Rule 13(b).

3 Rule 13(c).

a report on the matter to the next Annual Congress.¹

Rule 13 grants to any member organisation which has been subjected to the procedures outlined in the Rule a right to appeal to the next Annual Congress.² The Rule also pronounces that the 'Congress shall upon such appeal have final authority to deal with the matter by way of re-admission, further suspension or exclusion from membership of the Congress.'³

C. Industrial disputes: Rule 11

Rule 11 of the TUC constitution is entitled 'Industrial Disputes'. Considered alone, it bears forcefully on the subject of inter-union disputes. But when read in conjunction with Rules 12 and 13, and with the knowledge that its central concern is with disputes between unions and employers, its significance for the purposes of this discussion is somewhat diluted. Rule 11 bears upon inter-union disputes not so much intentionally (as Rules 12 and 13 form quite a sufficient basis for TUC action) as because its definition of 'industrial disputes' includes disputes 'between one organisation and another' in addition to disputes 'between [affiliated organisations] and employers'. It is for this reason that a brief examination of the contents of Rule 11 is warranted.

The Rule begins by placing

... an obligation upon affiliated organisations to keep the General Council informed with regard to

1 Rule 13(d).

2 Rule 13(h).

3 Ibid.

matters arising between them and employers, and/or between one organisation and another, including unauthorised and unconstitutional stoppages of work, in particular where such matters may involve directly or indirectly large bodies of workers. ¹

This Rule also provides a general policy guideline for the General Council with regard to its intervention in industrial disputes:

... unless requested to do so by the affiliated organisation or organisations concerned, the Council shall not intervene so long as there is a prospect of whatever difference may exist on the matters in question being amicably settled by means of the machinery of negotiation existing in the trades affected. ²

This is another clear articulation of the TUC preference to further private settlements as opposed to externally enforced resolutions of inter-union disputes. More than that, however, it is an expression of hesitancy on the part of the TUC to enter too deeply into disputes between unions and employers.

But where the General Council perceives that other workpeople, affiliated through their unions to the TUC, might be forced to stop work or to accept a diminution in terms and conditions of employment due to an industrial dispute, the General Council can take the initiative and call representatives of the disputing organisations into consultation.³ At this point, the General Council is to use its

... influence to effect a just settlement of the difference. In this connection, the Council, having ascertained all the facts relating to the

1 Rule 11(a).

2 Rule 11(b).

3 Rule 11(c).

difference, may tender their considered opinion and advice thereon to the organisation or organisations concerned.

If the union or unions 'refuse the assistance or advice of the Council, the General Council shall duly report to Congress or deal with the organisation under ... Rule 13.'¹

Again, while the language of Rule 11 extends to inter-union disputes, its cardinal concern is with work stoppages caused by disputes between unions and employers. This is most clearly demonstrated by the final section of Rule 11:

Where the Council intervene, as herein provided, and the organisation or organisations concerned accept the assistance and advice of the Council, and where despite the efforts of the Council, a policy of the employers enforces a stoppage of work by strike or lock-out, the Council shall forthwith take steps to organise on behalf of the organisation or organisations concerned all such moral and material support as the circumstances of the dispute may appear to justify.²

II. The Disputes Principles

The 1939 Bridlington Congress adopted 'a series of recommendations designed to minimise disputes between unions over membership questions.'³ These recommendations, an elaboration of principles first adopted at the Hull Congress

1 Ibid.

2 Rule 11(d).

3 A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers, p. 3. For a description of the adoption of these recommendations as part of the overall failure to achieve any radical reform of union structure in the inter-war period, see Lovell and Roberts, A Short History of the T.U.C., pp. 142-143.

in 1924, came to be known as the Bridlington Principles or the Bridlington Agreement. They were supplemented in 1969 by the Special Congress held at Croydon with two additional tenets on the subject of inter-union disputes. Throughout this thesis these provisions are known collectively as the 'Disputes Principles'.

As mentioned earlier, reference to these Principles is not found in the TUC's Rules. Whereas the Rules define broadly the TUC's role in inter-union dispute resolution, the Disputes Principles begin to give specific meaning to that role. That is to say, the Principles are concerned with defining norms which, if adopted by member unions, will tend to minimise inter-union conflict and, if not adopted, will serve as standards by which inter-union disputes may be adjudicated. The standing of the Disputes Principles within the trade union movement is securely based: first, the Principles reflect a large consensus within trade unionism as to ethical inter-union behaviour; and second, the Principles are not merely abstract, ethical propositions adopted by Congress, but are also subject to being applied to concrete cases of disputes between TUC-affiliated unions by means of a system of dispute resolution featuring the Disputes Committee.

The Principles begin by urging unions to develop working agreements as a means of minimising inter-union conflict. They continue by indicating the procedures which must be followed to enable one union to accept members of another. Another Principle deals with the subject of when unions may commence organising in an industrial unit in which there is another union

already present. Finally, the Principles treat the prospect of both official and unauthorised work stoppages arising from inter-union disputes. The account of the Principles which follows will group the Principles along the lines of certain major subject headings with which they are concerned.

A. Inter-union agreements

We have seen that inter-union agreements exist between many British unions.¹ Despite the limitations which were noted regarding the capacity of these agreements favourably to affect inter-union relations,² the TUC has warmly endorsed inter-union agreements of both the substantive and procedural types. Moreover, the Disputes Committee has not hesitated to incorporate an inter-union agreement into the stated grounds of its award.³ Indeed, the Disputes Committee has been known to grant an award specifically on the basis of an inter-union agreement even where there was no breach of the Disputes Principles.⁴

The Disputes Principles encourage member unions in frequent contact with each other to establish working agreements among themselves.⁵ These agreements should encompass questions both of 'procedure for resolving particular issues'

1 See, supra, Chapter Nine.

2 See, supra, pp. 200-208.

3 See National Union of General and Municipal Workers and National Society of Street Masons, Paviers and Roadmakers, 1963 TUC Ann. Rep. 114; Amalgamated Society of Woodworkers and National Association of Theatrical and Kine Employees, 1967 TUC Ann. Rep. 91; National and Local Government Officers Association and National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 80.

4 See National Union of Railwaymen and Amalgamated Union of Engineering and Foundry Workers, 1971 TUC Ann. Rep. 22.

5 Principle 1.

and 'specific arrangements concerning spheres of influence, transfers of members and benefit rights, recognition of cards, and demarcation of work.'¹ The procedural aspect of the agreements should outline the method for processing unresolved disputes through various levels of union structure and may include provisions for third party arbitration.² The Principles contemplate that the substantive part of the agreements will usually be bilateral, but that it may be wider in scope and include, for example, all unions on the trade union side of a joint negotiating body.³ The General Council stands ready to assist member unions in formulating inter-union agreements.⁴ Also, the Council offers to provide unions in frequent contact with each other advice and assistance on the subject of merger.⁵

B. Enquiry procedures

When seeking to enrol members of another affiliated union, TUC unions must comply with certain enquiry procedures as described in the Disputes Principles. These procedures stipulate the process through which inter-union membership transfers are to be completed and the circumstances in which this process may go forward.⁶

1 Ibid.

2 Principle 1, Note (a).

3 Principle 1, Note (b).

4 Principle 1, Note (c).

5 Principle 1, Note (d).

6 See, infra, pp. 244-249 for a discussion of the adjudication of disputes arising from non-compliance with the enquiry procedures.

Accordingly, the second of these Principles pronounces that 'No one who is or has recently been a member of an affiliated union should be accepted into membership in another without enquiry of his present or former union.'¹ The latter union must reply to such an enquiry within 21 days and must mention whether the individual concerned has tendered his resignation, is clear on the books, is under discipline or penalty, and whether any other reason might exist which would operate against the acceptance of the individual's application by the enquiring union.² If in the opinion of the enquiring union an unreasonable objection is raised to the individual's transfer, the application for membership should not be accepted, but, instead, the matter, if it cannot be mutually resolved, should be referred to the TUC for adjudication.³ Where no response is forthcoming from the individual's present or former union within the 21 day period, the application again should not be accepted, but further procedures designed to elicit the desired response must be followed by the enquiring union.⁴ The TUC provides model enquiry and reply to enquiry forms which

1 Principle 2. 'The reference to "recently" ... shall normally be understood to apply to applicants who have contributed to an affiliated union during the preceding 52 weeks. Unions should however appreciate that this is intended merely as a guide and much difficulty will be avoided if enquiries are made in all cases where previous trade union membership is known.' Principle 2, Note (c).

2 Principle 2.

3 Ibid.

4 Ibid. 'Where unions are in frequent contact, they should advise one another of the appropriate level at which membership enquiries should be made.' Principle 2, Note (a).

member unions are to utilise when enquiring of and responding to each other on the question of membership transfer.¹

Principle 4 states that 'A union shall not accept a member of another union where that union objects to the transfer (see Principle 2 above), or where enquiry shows that the member is (a) under discipline; (b) engaged in a trade dispute; (c) in arrears with contributions.'² Where a union's rules provide for an individual's expulsion for being in arrears, this 'does not necessarily mean that the union regards the individual as being automatically free to join another organisation.'³ Again, objections to transfer perceived as unreasonable by the enquiring union are not to be met by acceptance of the individual's application, but by attempts mutually to resolve the matter followed by notification of the TUC.

Finally, the Principles require affiliated unions to include on their membership application forms questions dealing with an individual's past union membership record and his current status respecting union membership.⁴ Principle 6 also points out that the fact that dual membership is only valid when agreed upon by both unions should also be on the membership application form. Unions are advised that failure to comply with these requirements might jeopardise

1 Principle 3. See, *infra*, pp. 248-249 for a discussion of the Disputes Committee's response to disputes which arise when these forms are not utilised.

2 Principle 4. Disputes arising in relation to these provisions are discussed, *infra*, at pp. 259-261.

3 Principle 4, Note (b).

4 Principle 6.

their case in any matter before the Disputes Committee.¹

C. The propriety of organisational campaigns

It is often the case that unions commence organising in grades of workers where another union's presence is already felt.² The Disputes Principles attempt to define in what circumstances such organisational campaigns are proper. They further attempt to modify their definition to take account of certain industrial circumstances.

Unions accordingly are banned from commencing organisational activities in any grade or grades of workers in which another union has a majority of the workers organised and negotiates wages and conditions for those workers.³ Whereas no mere toe-hold in a particular grade will preclude other unions from attempting to organise,⁴ the General Council recognises instances - where majority organisation was held previously or where an organisational attempt has been exceptionally difficult - that may not require majority organisation in a particular grade or grades to preclude organisational attempts by other unions.⁵ Where such circumstances exist, 'there should be consultation and agreement before another union commences organising

1 Note on Principle 6. Disputes arising from a deficient application form are described, supra, at p. 40.

2 The resolution of organisational disputes by the Disputes Committee is discussed, infra, in Chapter Twelve.

3 Principle 5. This is with the exception of those situations where an arrangement exists with the union holding majority membership and negotiating rights.

4 Principle 5, Note (a). The General Council does not wish to place 'a premium on non-unionism'.

5 Principle 5, Note (b).

activities.¹

D. Work stoppages caused by inter-union disputes

The final two Principles, adopted by the Special Congress held at Croydon in 1969, relate to work stoppages caused by inter-union disputes. They are the two Principles with which this study is least concerned, as they do not establish standards for adjudication of inter-union disputes, but place obligations on unions respecting industrial action caused by inter-union disputes. The first, Principle 7 in the TUC's present scheme, proscribes the calling of any official strike over such a dispute until the TUC has been able to examine the issues.² Also, if a dispute leading to industrial action short of a strike occurs between two or more unions, an obligation rests upon those unions to inform the TUC so that its disputes machinery might be activated.³ Where an inter-union dispute has led to an unauthorised work stoppage, the unions concerned are required by Principle 8 'to take immediate and energetic steps to get their members to resume normal working.'⁴ Finally, 'the union or unions concerned are also required to notify the TUC as soon as possible of the dispute and of the steps they have taken, or are taking, to secure a resumption of work.'⁵

1 Ibid.

2 Principle 7.

3 Ibid.

4 Principle 8.

5 Ibid.

III. The Procedure of the Disputes Committee¹

The process of inter-union dispute resolution featuring the TUC's Disputes Committee is characterised by informality and flexibility. Although Disputes Committee members may take judicial enquiry beyond those bounds observed by a trial judge, the process essentially relies on the parties to represent their respective cases in a manner that will marshal the relevant facts. That is to say, it is an adversary rather than an inquisitorial process that is utilised. Although there is no single method by which a dispute is brought before the Committee, nor any single method by which the dispute is then heard, there are methods that are generally followed, and that can usefully be described.

The disputes machinery of the Trades Union Congress is first brought into play when a complaining union writes to the TUC alleging that another union has acted in defiance of the Disputes Principles.² The correspondence usually contains

1 Much of the information which follows was gathered in the interviews listed in Appendix B, *infra*. Of those trade union officers interviewed, two have chaired Disputes Committees as members of the General Council, fifteen have advocated cases before the Disputes Committee on behalf of their unions, and seven have been non-Chairman members of the Disputes Committee. Moreover, a member of the staff of the TUC who has acted as secretary to the Disputes Committee was interviewed. The formal 'Regulations Governing Procedure in Regard to Disputes between Unions' can be found in A Guide to the Avoidance of Disputes between Unions and the Settlement of Disputes with Employers, pp. 13-15, and should be contrasted with the procedural account found here.

2 In the rare instance, unions party to a dispute will refer the matter jointly to the Disputes Committee. See, e.g., Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 110.

certain relevant information, including a specification of which section of the Principles allegedly was contravened and at least a sampling of evidence that the contravention in fact took place. The proof might include copies of a series of letters of resignation received by the complaining union from the members in question within a short period of time, indicative of an organisational drive by another union, and perhaps statements by members and local officials substantiating the alleging union's position.

This complaint is then forwarded by the TUC's Organisation and Industrial Relations Department - which performs the Disputes Committee's administrative functions - to the defendant union. A response to the allegations is requested by the TUC at that union's earliest convenience. According to a TUC staff member, the union complained against usually responds by denying all allegations made against it. The only further requirement which must be met by the complaining union before it can force the defendant union to appear before the Disputes Committee is that of a national level meeting between the two unions, where an attempt must be made to resolve the dispute. Usually this national level meeting is held prior to the complaint being forwarded to the TUC.

As well as raising the obvious and at times deliberately contrived problem of setting a mutually convenient date on which to meet, this requirement also raises the definitional question of the precise nature of the 'national level meeting'. The TUC's answer in the case of two national unions is simply a meeting attended by two national officers. But when a national

union is in conflict with a regional union, a problem may arise. The accepted formula in these cases is to match the regional union's general secretary with a regional officer from the national union.¹

Assuming that the national level meeting has been held and that a date convenient to both parties has been set for them to come before the Disputes Committee, the TUC's Organisation and Industrial Relations Department begins to examine the issues presented in the dispute. It is at this point that the Department decides whether to recommend that the parties permit an informal handling of their case to proceed, as opposed to one leading to the granting of an award in the end. If the parties agree, and an example of an instance in which they might is when changing industrial patterns provoke friction between two historically compatible unions, a single General Council member, nominally the Disputes Committee Chairman in such a case, hears the two sides present their argument. Typically, the Chairman then recommends a resolution to the dispute. This conciliatory role, in contrast to what, at least on paper, amounts to arbitration in a full Disputes Committee hearing, is the one most to the liking of the TUC's General Council, its Organisation and Industrial Relations Department, and its member unions.²

1 See, e.g., Transport and General Workers Union and Birmingham and Midland Sheet Metal Workers Society, 1960 TUC Ann. Rep. 96.

2 Throughout this thesis, the term 'Disputes Committee' refers both to full Committee hearings where an award is usually forthcoming and to informal conferences which produce only recommendations. Where necessary, a distinction will be drawn in the text between those instances in which a recommendation has been issued and those in which an award has been issued. Table 10-A shows the extent to which Disputes Committees have issued awards as opposed to recommendations or to taking no action at all. In Chapters Eleven and Twelve, all references to Disputes Committee decisions are to awards unless otherwise indicated.

TABLE 10-A: THE GRANTING OF AWARDS BY THE DISPUTES COMMITTEE

1962		7	88	TOTAL		218	57
1961		6	86	1974		16	67
1960		1	14	1973		18	55
1959		1	20	1972		21	50
1958		5	100	1971		19	51
1957		5	56	1970		21	45
1956		1	50	1969		17	77
1955		4	57	1968		11	58
1954		4	80	1967		7	50
1953		5	46	1966		7	58
1952		4	67	1965		11	73
1951		9	60	1964		5	83
1950		2	20	1963		11	69
The number of disputes in which the Disputes Committee granted awards				The number of disputes in which the Disputes Committee granted awards			
The percentage of the total number of disputes heard by the Disputes Committee re-presented by those disputes in which awards were granted				The percentage of the total number of disputes heard by the Disputes Committee re-presented by those disputes in which awards were granted			

If the Chairman's recommendation proves unacceptable to one or both of the parties in such an informal hearing, the case then proceeds to the full Disputes Committee.¹ Most cases which arrive at the full Disputes Committee, however, do so without engaging in the interim step of an informal hearing. The full Committee is normally composed of a Chairman, drawn from the General Council, and two other members, selected from a reserve list of trade union officers. This list was first compiled after the Special Congress held at Croydon in 1969. Before this, three General Council members sat at each full Disputes Committee hearing. The purpose of the reserve list is to relieve some of the pressures imposed on busy General Council members by their Disputes Committee duties. Once a year or so the TUC, through its Organisation and Industrial Relations Department, solicits names from member unions to fill the list. The unions are not restricted in the number of nominations they may put forward, and all are accepted by the TUC.

The decision of precisely which General Council member

¹ See, e.g., National Union of Packing Case Makers (Wood and Tin), Box Makers, Sawyers and Mill Workers and National Union of Furniture Trade Operatives, 1953 TUC Ann. Rep. 97 (informal conference); 1954 TUC Ann. Rep. 101 (full Committee). It is relatively rare that an award of the full Disputes Committee contradicts the recommendation of the General Council member who served as Chairman during the informal hearing of the same case. But for an instance where this occurred, see National and Local Government Officers Association; Transport and General Workers Union; National Union of Railwaymen; and Transport Salaried Staffs Association, 1969 TUC Ann. Rep. 95 (recommendation); 1970 TUC Ann. Rep. 24 (award).

and which members of the reserve list are to be selected is left up to the Organisation and Industrial Relations Department. Those making this decision exercise their prerogative with great care; if, for example, a white-collar union is in conflict with an industrial union, it is highly unlikely that a Disputes Committee member will be taken from a white-collar union historically antagonistic to the one presently in conflict. Admittedly, given the degree of competition within the ranks of British trade unionism, conflicts of interest, in so far as Disputes Committee membership is concerned, cannot be ruled out absolutely. But it speaks both to the diligence of those making the decisions leading to the Committee's composition and to the amount of faith in the Committee possessed by the parties that specific objections to the Committee's composition have rarely been made.

The Organisation and Industrial Relations Department when constituting Disputes Committees is not guided solely by the conflict of interest criterion. Generally, it attempts to secure from the reserve list one officer each from both manual and white-collar unions. As for the Chairman, no such standard is applied. The Department does operate with the knowledge that some General Council members perform the tasks required of the Chairman with more proficiency than others. These individuals are called upon repeatedly to serve on the Committee. Beyond that, the Department is quite pleased to find any member of the General Council with a half day available some time in the near future.

The procedure employed once a meeting of the Disputes

Committee is convened is quite simple. The complaining union is first to state its case. This has been preceded in most instances by a written submission made by both unions prior to the hearing. This written argument along with such documentary evidence as is available has already been sent to the TUC, and through the TUC to that officer or to those officers who will sit on the Committee.¹ After the complaining union terminates what amounts to a restatement of its written case, along with whatever further elaboration of the case it sees fit to make, the defendant union responds. The defendant union may wish to make a counter-claim which generally will be disregarded by the Committee as not being within the terms of reference of the dispute at hand, but which may in the rare instance produce some success.² Behaving like an appellate court, the Committee members often interrupt the presentations of the parties for purposes of clarification.

The typical Disputes Committee hearing lasts approximately two hours. There are, however, no formal time limitations.

1 The Disputes Committee has had occasion to adjourn its meeting so as to acquire more evidence from the parties. See National Union of General and Municipal Workers and Electrical Trades Union, 1965 TUC Ann. Rep. 100; National Union of Hosiery and Knitwear Workers and Electrical, Electronic, Telecommunication and Plumbing Union, 1974 TUC Ann. Rep. 18. In one case, the Committee Chairman ended the meeting by saying that he would have the TUC General Secretary write to the company which was the site of the inter-union dispute in search of more information. See Clerical and Administrative Workers Union and Transport and General Workers Union, 1971 TUC Ann. Rep. 11.

2 See Regulation J. For an instance where a counter-claim did produce some success, see National Union of General and Municipal Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 95.

Indeed, the hearings are run quite informally; for example, if questioning is pursued along a potentially embarrassing line for one union, the opponent union is required to leave the room. At the conclusion of the meeting, both parties are requested to leave the room for a short period, during which time the Committee members discuss the dispute and its resolution. As soon as it is determined that no further information or clarification is required from the parties, which is to say in fact that the decision of the Committee has become sufficiently clear as not to require the parties' further participation, the two contesting unions are dismissed.

The Chairman of the Disputes Committee and his two colleagues (assuming that it has been a full Disputes Committee) then relate their conclusion and reasoning to a staff member from the Organisation and Industrial Relations Department. The staff member later writes up the award and sends drafts of it out to the members of the relevant Disputes Committee. Approval of this draft is received when the staff contact the Committee members later. If there is any degree of disapproval, the process simply begins anew with another draft being drawn up and sent out. This latter circumstance is rare. A fortnight usually passes between a hearing and the time that the parties are officially informed of the award through the post.

The Disputes Committee has seldom refused to hear a case because of a lack of jurisdiction. Before the jurisdictional expansion of 1969 which has since permitted the Committee to decide in disputes over demarcation of work, recognition, and

wages and conditions of employment,¹ the Disputes Committee refused to decide in a demarcation dispute² and a recognition dispute,³ but in the same period the Committee did decide in some demarcation disputes.⁴ Generally, the Disputes Committee has been responsive to any inter-union dispute referred to it by the parties.

There were very few complaints lodged against the Disputes Committee's procedures by the officers who were interviewed in connection with this study. Those complaints that were made are recorded and discussed in Chapter Fourteen.⁵ The Committee's method of proceeding seems to grant the parties the latitude necessary to make their strongest arguments while simultaneously keeping the enquiry focused on the dispute at hand. The latter aspect reflects the extent to which the Disputes Principles shape the procedures of the Committee. The officers who were interviewed talked in terms of a 'Principle 2 violation' or a 'Principle 5 violation', and not in terms of going to the Committee in order to discuss inter-union relationships generally. This feature of the Committee's

1 See, supra, pp. 216-217.

2 See Shipconstructors and Shipwrights Association and United Society of Boilermakers, Shipbuilders and Structural Workers, 1953 TUC Ann. Rep. 100. The Committee did in this case grant an award on a poaching charge.

3 See Clerical and Administrative Workers Union and Iron and Steel Trades Confederation, 1965 TUC Ann. Rep. 93.

4 See Shipconstructors and Shipwrights Association and United Society of Boilermakers, Shipbuilders and Structural Workers, 1958 TUC Ann. Rep. 96; Iron and Steel Trades Confederation and National Union of Blastfurnacemen, Ore Miners, Coke Workers and Kindred Trades, 1958 TUC Ann. Rep. 101.

5 See, infra, pp. 337-343.

procedure, and a fortiori of the Principles, also reflects at a more fundamental level the conception of the Committee's role in regulating inter-union relations held by TUC member unions.¹

¹ See, infra, pp. 350-352.

CHAPTER ELEVEN

DISPUTES COMMITTEE ADJUDICATION:

TRANSFER DISPUTES

The Disputes Committee has tended to decide disputes between unions about transfer of members by determining whether the procedures as stipulated in the Disputes Principles have been followed and by selecting among competing interests which form the bases of arguments for or against membership transfer. This is to say that once having determined that the enquiry procedures¹ have been complied with, the Committee's consideration of the dispute has normally been concerned with which of the unions is a more suitable representative for the workers in the relevant industrial unit. The latter decision is based largely on an assessment of the respective unions' organisational strengths and negotiating rights in the industrial unit.

By determining which of the unions is a better representative, based on their respective organisational strengths and negotiating rights, the Committee tends to decide membership transfer disputes in terms of the criteria which emerge from the Committee's adjudication of organisational disputes. In fact, it may be observed that the Committee with increasing frequency has subordinated all other criteria to those which emerge from its adjudication of organisational disputes - organisational dominance and negotiating rights. This includes the criterion of fidelity to the enquiry procedures, which

¹ See, supra, pp. 228-231.

increases substantially in importance as an argument for or against membership transfer when the union using it is either organisationally dominant, the holder of negotiating rights, or both. A complete understanding of the Committee's decisions in transfer disputes must therefore await an analysis of its decisions in organisational disputes.¹ The aim of the present Chapter, without investigating in detail the nature of organisational dominance and negotiating rights, is to examine the weights assigned by the Disputes Committee to arguments based upon procedural fidelity, organisational dominance, negotiating rights, and other, lesser, factors.

I. The Effect of the Failure by either Union to Comply with the Enquiry Procedures

When one TUC-affiliated union wishes to have present or past members of another transferred into it, the union seeking the transfer is required by Disputes Principle 2 to enquire of the members' present or past union, as the case may be, in order to ascertain its position on the transfer.² The union receiving the enquiry must send a reply to the enquiring union within 21 days.³ While the enquiry procedures

1 See, infra, Chapter Twelve.

2 Unions are not required to enquire in regards to a past member who has not contributed to an affiliated union during the preceding 52 weeks; but it is strongly suggested that they do so. See Principle 2, supra, p. 229.

3 See Principle 2, supra, p. 229.

as stipulated by Principle 2 are on their face simple enough, disputes have arisen between unions because these procedures have not been faithfully followed. Moreover, the Disputes Committee has often held that the failure to comply with the enquiry procedures is the deciding factor in its adjudication of the dispute.

A. Tardy or non-existent replies to enquiries

A dispute may arise when a union which receives enquiries regarding transfer of its member does not reply to the enquiring union in the time specified by the Disputes Principles (now 21 days; formerly 14 days). Receiving no response, the enquiring union often accepts into membership the workers in question. A dispute arises when the workers' original union later complains of an improper acceptance. The Disputes Committee has held that a union not receiving a reply to its enquiry within the specified time is not automatically free to accept the members in question.¹ This is particularly true where the members' original union holds sole negotiating rights in the relevant industrial unit,² or where the members' original union has organisational dominance in the industrial unit.³

1 See National Union of General and Municipal Workers and National Silk Workers and Textile Trades Association, 1953 TUC Ann. Rep. 114.

2 See Transport and General Workers Union and Guild of Insurance Officials, 1965 TUC Ann. Rep. 98; National Union of General and Municipal Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 96.

3 See National and Local Government Officers Association and National Union of Public Employees, 1967 TUC Ann. Rep. 109.

The Disputes Committee has applied a presumption as to the continued validity of the membership claims of the members' original union. Thus, where one union accused of poaching argued that it sent enquiry forms to the members' original union, but never received a reply, the Committee chose to favour the complaining union which maintained that it never received any enquiry forms respecting the members and therefore could not send a reply.¹ Likewise, where a union did not respond to enquiries for several months, well beyond the time limit specified, the enquiring union was still bound by those tardy responses since the members in question were not yet accepted when the replies were finally received.² Similarly, in a case where no reply to enquiry forms were sent in response to properly submitted enquiries, yet the enquiring union was otherwise informed that the members' present union was against their transfer, this was held to be tantamount to the members' present union having responded negatively on the reply to enquiry forms.³ Only in a case in which the Disputes Committee strongly suspected a deficiency to exist in the internal procedures of a union designed to respond to enquiries by other unions was it held that a failure to respond to enquiries served to validate the transfer of the

1 See Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers and Amalgamated Engineering Union, 1968 TUC Ann. Rep. 115.

2 See Amalgamated Union of Engineering Workers (Foundry Section) and Association of Scientific, Technical and Managerial Staffs, 1973 TUC Ann. Rep. 11.

3 See National Union of Railwaymen and Transport and General Workers Union, 1973 TUC Ann. Rep. 15.

members in question.¹

B. The absence of enquiry

At times, a union will accept workers in full knowledge that they are enrolled in another union and simply not bother with submitting an enquiry to their union. In this case, the accepting union has been held to be in breach of Principle 2 and the acceptance of the workers has been invalidated.²

In one dispute, a union attempted to circumvent the enquiry requirement by permitting the accepted workers to retain their original union cards in addition to their newly acquired ones.³ Notwithstanding this manoeuvre, the Disputes Committee awarded that the accepting union had breached Principle 2 and that the workers had to be excluded.⁴

Enquiries are a requirement even where due to its organisational dominance a union would be likely to have the support of the Disputes Committee in having the workers concerned transferred into membership.⁵ In one situation, where a union

1 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1972 TUC Ann. Rep. 9.

2 See National Union of Vehicle Builders and Amalgamated Society of Painters and Decorators, 1967 TUC Ann. Rep. 111.

3 Principle 6 points out that dual membership is viable only when both unions agree on the matter. See Principle 6, supra, p. 230.

4 See Transport and General Workers Union and United Road Transport Union, 1968 TUC Ann. Rep. 133.

5 See Association of Scientific, Technical and Managerial Staffs and National Union of General and Municipal Workers, 1969 TUC Ann. Rep. 99.

had both organisational dominance and an agreement with management for certain grades into which members of another union had their employment transferred, that union which was dominant and held the agreement was still required to engage in the enquiry process before accepting the workers.¹ Moreover, in a case where the basis of a union's organisation in a certain industrial unit - a particular type of work performed there - was moved to another plant by management, its remaining members in the unit were only capable of joining other unions once the enquiry procedures were complied with by those other unions.² The requirement to follow the enquiry procedures was also pressed upon a union which accepted members of a second union, even though they were originally recruited by the second union while the first union was in dispute with the company.³ But where acceptances of members of another union took place on the basis of local practices governing enquiry - a general letter of enquiry in this case - rather than on the basis of the technical requirements of the Disputes Principles, the Disputes Committee displayed a willingness to validate the acceptance of the workers into their new union.⁴

C. Inadequate enquiries and replies

Since the TUC provides model enquiry and reply to enquiry

1 See Association of Supervisory Staffs, Executives and Technicians and National Union of General and Municipal Workers, 1966 TUC Ann. Rep. 104.

2 See Amalgamated Society of Wire Drawers and Kindred Workers and National Union of General and Municipal Workers, 1968 TUC Ann. Rep. 116.

3 See Furniture, Timber and Allied Trades Union and Transport and General Workers Union, 1972 TUC Ann. Rep. 19.

4 See National Union of General and Municipal Workers and Amalgamated Union of Engineering and Foundry Workers, 1969 TUC Ann. Rep. 133.

forms which member unions have adopted when dealing with membership transfers, trouble seldom arises due to the insufficiency of these instruments. The Disputes Committee, however, found it necessary in one dispute to point out that separate enquiries should be submitted for each worker in question.¹ As far as replies are concerned, the Committee expressed its displeasure in a case where a union enclosed with returned enquiries a covering letter which indicated a refusal to transfer the members in question; each enquiry form must be treated on its own.² This was not deemed to be a breach of Principle 2. Further, the Committee in another case urged that the model forms be utilised rather than simple letters when responding to an enquiry.³

II. The Influence of Organisational Dominance and Negotiating Rights on Membership Transfer

A. Organisational dominance and negotiating rights as reasons against membership transfer

Since it is now the case that membership transfers are not categorically refused at the Disputes Committee, but instead the members' original union must give reasons for not approving

1 See National Union of Public Employees and Transport and General Workers Union, 1974 TUC Ann. Rep. 9.

2 See National Union of Public Employees and National Union of Water Works Employees, 1970 TUC Ann. Rep. 61.

3 See National Union of General and Municipal Workers and Association of Scientific, Technical and Managerial Staffs, 1971 TUC Ann. Rep. 18.

of the transfer, the organisational dominance and negotiating rights of the original union have assumed great importance as reasons to refuse the transfers. It was accordingly held not to be unreasonable for a union to refuse to transfer members in an industrial unit in which it presently had organisational dominance as well as the negotiating rights for the unit.¹ Whereas organisational dominance is usually defined in terms of having a majority of eligible workers in the industrial unit in membership, the Disputes Committee in one case accepted the standard of majority membership discounting non-unionists.² The Disputes Committee in another dispute excused a union which had not sent timely replies to enquiries since that union had organisational dominance and negotiating rights in the relevant unit. While it was not held that the union accepting the members did so in contravention of Principle 2, the act of acceptance was still held to be in violation of Principle 5.³ The Committee also excused the absence of replies when the union in receipt of the properly submitted enquiry forms was a signatory to the relevant negotiating agreement and the union seeking the transfer was not.⁴

In a case where former members of a union which presently held sole negotiating rights in their area sought out new

1 See Association of Professional, Executive, Clerical and Computer Staff and Iron and Steel Trades Confederation, 1972 TUC Ann. Rep. 16.

2 See National Union of Public Employees and National Union of Water Works Employees, 1970 TUC Ann. Rep. 61.

3 See United Road Transport Union and Transport and General Workers Union, 1969 TUC Ann. Rep. 106.

4 See National Union of General and Municipal Workers and Heating and Domestic Engineers Union, 1963 TUC Ann. Rep. 96.

union affiliation and were enrolled by another union, that other union was held to have breached Principle 5 in accepting them. At the root of the decision was the bargaining superiority of the members' original union.¹ In a related type of case, a union which had the negotiating rights and the membership until recently of a majority of workers in the industrial unit did not act unreasonably, according to the Disputes Committee, in refusing to transfer its members to another union.² Similarly, where one union was party, along with another union, to an agreement with management for a certain grade, but a third union requesting the transfer of some members in that grade was not, the first union was held to have acted reasonably in refusing to transfer the members.³

Negotiating rights granted at the national level which are held by one union can come into conflict with the organisational dominance and negotiating rights of another union in the locality.⁴ When deciding on the legitimacy of organisational expansion, as will be seen in the next chapter, the Committee normally favours the union whose claim is based upon its local dominance and negotiating rights. But in dealing with one transfer dispute, it was held that a signatory to a

1 See National Union of General and Municipal Workers and Amalgamated Union of Building Trade Workers, 1954 TUC Ann. Rep. 96.

2 See Association of Professional, Executive, Clerical and Computer Staff and Society of Lithographic Artists, Designers, Engravers and Process Workers, 1973 TUC Ann. Rep. 21.

3 See Tobacco Workers Union and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 91.

4 For a discussion of inter-union disputes arising from the existence of different levels of negotiating machinery, see, supra, pp. 122-124.

national agreement with management was not unreasonable in refusing to transfer its members to the union dominant in the locality.¹

B. Organisational dominance and negotiating rights as reasons for membership transfer

The greatest single change in Disputes Committee adjudication since Dr. Lerner completed her study has been the frequency with which the Disputes Committee has approved membership transfers in cases where the union seeking the transfer was organisationally dominant and the possessor of negotiating rights in the relevant industrial unit. Thus, it was held by the Disputes Committee that for a union to refuse to transfer members into another union which had a majority of the workers in the relevant grade in membership along with the negotiating rights for the grade was unreasonable.² This situation usually arises when the workers concerned have their employment transferred into an area clearly within the sphere of influence of another union. The dominant organisational position and negotiating rights of the accepting union also served to validate transfer in a case where the members concerned were in arrears with contributions as members of their original union (providing that the arrears were paid prior to transfer).³

1 See Association of Scientific, Technical and Managerial Staffs and Iron and Steel Trades Confederation, 1972 TUC Ann. Rep. 15.

2 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Engineering Section), 1972 TUC Ann. Rep. 25.

3 See Electrical Electronic Telecommunication Union/Plumbing Trades Union and Transport and General Workers Union, 1971 TUC Ann. Rep. 4.

Transfers have been upheld solely on the basis of negotiating rights. Accordingly, where one union was represented in the bargaining machinery for a grade and a second union was not, that second union was held to have acted unreasonably in refusing to transfer its members in the relevant grade to the first union.¹ Similarly, transfers have been upheld solely on the basis of organisational dominance. In a case where both unions were represented in the joint negotiating machinery, for example, and one of the two had a substantial majority of the workers in membership (112 of 115), the other union, despite its negotiating rights, was held by the Disputes Committee to have refused unreasonably to transfer those members who wished to join the union with majority membership.²

Training programmes may change an employee's job so that it falls within the organisational ambit of a union other than his present one.³ In such a case, the Disputes Committee held that the workers' original union was required to transfer members completing the programme to that union dominant in their new setting.⁴ In a case where a grade of workers was subject to organisational claims of both manual and white-collar unions based on alternative sources of negotiating rights, but where

1 See Association of Scientific, Technical and Managerial Staffs and Union of Construction, Allied Trades and Technicians, 1972 TUC Ann. Rep. 38.

2 See Amalgamated Engineering Union and Association of Supervisory Staffs, Executives and Technicians, 1963 TUC Ann. Rep. 109.

3 For a discussion of how disputes arise from this circumstance, see, supra, pp. 143-144.

4 See National Union of General and Municipal Workers and National Society of Street Masons, Paviers and Roadmakers, 1963 TUC Ann. Rep. 114.

the white-collar union had a vast majority of workers in the grade in membership, the manual union was said to have acted unreasonably in refusing to transfer the members.¹

III. Other Factors Influencing Disputes Committee Awards in Transfer Disputes

There are many factors in addition to due observance of procedure, organisational dominance, and negotiating rights which are brought to bear on the question of whether to uphold a membership transfer at the Disputes Committee. These factors may be derived from situations involving union officials. It may be, for example, that the activities of local officials involve unions in inter-union membership conflict.² Perhaps there exists a tradition at the local level regarding membership transfer which is not in strict compliance with the enquiry procedures of the Disputes Principles.³ In another circumstance, the length of time it takes one union's officer to complain about an encroachment by another union may mean that months or even years pass before the dispute is heard by the Disputes Committee.⁴

There are also many factors which bear upon the Disputes Committee's decision which may be derived from situations involving particular workers or work groups. Perhaps the workers are

1 See National and Local Government Officers Association and Electrical, Electronic, Telecommunication and Plumbing Union, 1974 TUC Ann. Rep. 23.

2 See, supra, pp. 28-32.

3 See, supra, p. 113.

4 See, supra, p. 107.

in dispute with management¹ or in dispute with their own unions.² In other situations, the promotion of workers³ or the unwillingness of workers to admit to past or present union membership upon application to another union⁴ may have a bearing on the decision of the Disputes Committee. In yet other situations, workers may claim that they will become non-unionists if not permitted to transfer unions,⁵ or perhaps they will wish to transfer to unions which are better suited to their occupational interests.⁶ These factors will be reviewed in this section with a view to assessing the influence they have on judgments of the Disputes Committee.

A. The initiative of local officials

It was held by the Disputes Committee in one case that the ignorance of the accepting union's local officials of the requirements of the Disputes Principles was neither a justification nor an excuse of sufficient weight to validate the ensuing improper transfer.⁷ Similarly, but with the opposite result, where a union claimed at the Committee that its members

1 See, supra, pp. 96-97.

2 See, supra, pp. 49-52.

3 See, supra, Chapter Four.

4 See, supra, pp. 39-40.

5 See, supra, pp. 127-128.

6 See, supra, pp. 59-66.

7 See Association of Supervisory Staffs, Executives and Technicians and National Union of General and Municipal Workers, 1966 TUC Ann. Rep. 104.

were transferred on the approval of a local official who did not have the authority to grant such approval, the award of the Disputes Committee validated the transfer. The union accepting the members presumably could not be held to be responsible for the lack of competence of the branch secretary who exceeded his authority in approving the transfers.¹ But where the officer's lack of competence in approving the membership transfer was coupled with the organisational dominance and negotiating rights of his union in the relevant setting, the transfer was not approved by the Disputes Committee.²

B. Informal practice contrary to the Disputes Principles

That the provisions of the Disputes Principles are not strictly observed in every industrial situation must be obvious. Yet, claims made at the Disputes Committee on the basis of a local practice which clearly contradicts the Disputes Principles have seldom received support in Committee awards. Thus, a union's arguing that poaching and counter-poaching are inevitable and regular occurrences at the local level in a multi-union context did not persuade the Disputes Committee to condone such practices.³ In a related kind of dispute, a defendant union's claim that the complaining union was in fact

1 See Amalgamated Society of Woodworkers and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 127.

2 See National Union of Blastfurnacemen, Ore Miners, Coke Workers and Kindred Trades and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1968 TUC Ann. Rep. 128.

3 See Transport and General Workers Union and National Union of Public Employees, 1961 TUC Ann. Rep. 99.

the first to breach the Disputes Principles by wrongfully accepting members of the defendant union, and that these were the same members whose improper acceptance back into their original union was presently alleged, was not upheld by the Disputes Committee.¹ In another dispute, the complaining union conceded that a tradition existed between the parties at the local level that membership transfers were to be handled without written enquiries. Nevertheless, once one of the unions complained to the Committee, the tradition, as far as the present case was concerned, was brought rapidly to an end.² The Committee, however, has approved the acceptance of one union's members by another union in accordance with a local practice which did not adhere totally to the technical enquiry requirements of the Disputes Principles, although this local practice did involve a more informal method of enquiry. In one such case, consultation between the unions occurred at plant level. Also in this case, the union seeking the transfer was found to be organisationally dominant and to hold the negotiating rights for the workers' department.³

C. The time factor

Because it is sometimes the case that inter-union disputes

1 See Association of Professional, Executive, Clerical and Computer Staff and National Union of General and Municipal Workers, 1973 TUC Ann. Rep. 9; Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1974 TUC Ann. Rep. 12.

2 See Association of Supervisory Staffs, Executives and Technicians and Electrical Trades Union, 1965 TUC Ann. Rep. 97.

3 See Transport and General Workers Union and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 76.

reach the Disputes Committee months, or even years, subsequent to an allegedly improper transfer having taken place, a special problem arises for the Committee. The passage of time may make events in the locality difficult to reverse. Aware of this fact, the Disputes Committee may exercise its discretion so as to avoid making an award which has little chance of being implemented. Thus, where a case of poaching occurred in an industrial setting where there was a history of wrongful acceptances and took two years to reach the Disputes Committee hearing, the Committee decided to permit the poached members to retain their new membership.¹ Likewise, in an instance in which wrongful acceptances had clearly occurred, but an extended period of time had elapsed since the violations, with the effect of making events in the locality virtually impossible to reverse, the Disputes Committee withheld its award.² Moreover, in a situation in which a union wrongfully accepted members of another union, but had since the wrongful acceptances achieved overwhelming organisational dominance to couple with its negotiating rights in the relevant industrial unit, the Committee did not award that the workers were to be excluded. Influencing the decision was the Committee's belief that the offended union had not objected promptly enough to the wrongful acceptances.³

1 See Amalgamated Engineering Union and Transport and General Workers Union, 1962 TUC Ann. Rep. 95.

2 See Transport and General Workers Union and Society of Graphical and Allied Trades, 1970 TUC Ann. Rep. 144.

3 See Transport and General Workers Union and National Union of Railwaymen, 1970 TUC Ann. Rep. 113.

D. Workers in dispute with management and their unions

It was held in one dispute that a union's acceptance of members of another union during the latter union's official dispute with the employer was improper.¹ Not only is such an acceptance normally in contravention of Principle 4(b),² but typically such an acceptance occurs without a proper enquiry being made of the members' original union as well. It was held in another case to be 'contrary to the spirit of Principle 4(b)', to accept individuals who were disgruntled with their union's decision to take industrial action.³ Additionally, where members of a union took exception to a public statement of a leader of their union, it was improper for another union to enrol them, especially since the original union was both organisationally dominant and the holder of negotiating rights for the workers.⁴ But in another dispute it was declared to be unreasonable to refuse to transfer individuals disgruntled with their union's representations on their behalf, when the union seeking their transfer was organisationally superior to the first union in the industrial setting and, unlike the first union, had places on the relevant joint negotiating committee.⁵

A constant point of friction between unions has to do

1 See Amalgamated Union of Engineering and Foundry Workers (Foundry Section) and Associated Metalworkers Society, 1971 TUC Ann. Rep. 29.

2 See, supra, p. 230.

3 See National Union of Railwaymen and Association of Supervisory Staffs, Executives and Technicians, 1964 TUC Ann. Rep. 97.

4 See Iron and Steel Trades Confederation and Electrical Trades Union, 1965 TUC Ann. Rep. 122.

5 See Union of Shop, Distributive and Allied Workers and National Union of Public Employees, 1966 TUC Ann. Rep. 100.

with the position of individuals who are in conflict with a union over their membership status. There is an uncertainty regarding the precise point at which an individual severs his ties with his original union and thereby becomes available for recruitment by other unions.¹ Disputes Committee adjudication has done little to clarify the situation. For example, even where a union's presence in a firm was slight and some individuals employed there had been out of its membership for twelve to eighteen months, another union in the firm was not entitled to recruit the individuals without complying with the TUC's enquiry procedures.² A similar conclusion was reached in a case where the individuals concerned, who had been non-members on average for nine months, were held to have been wrongfully accepted by another union, in part because the enquiry procedures were not followed.³ Yet, in a case in which individuals were in arrears with contributions for fifteen months, though not officially excluded from their union, it was held by the Disputes Committee that they were subject to being recruited by another union despite their original union's recognised status at their work site.⁴ Also, the existence of arrears of contributions did not invalidate a transfer of members into a union organisationally dominant in the area so long as the members' original union

1 For a discussion of this uncertainty, see, supra, pp. 24-27.

2 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1967 TUC Ann. Rep. 99.

3 See Iron and Steel Trades Confederation and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 121.

4 See United Road Transport Workers Association and Transport and General Workers Union, 1964 TUC Ann. Rep. 102.

received its overdue contributions.¹

E. The 'non-unionist' argument

Often in cases in which a union is accused of accepting members of another union in defiance of the Disputes Principles, the accused union, as a last line of defence, will counter by arguing that if the members in question are excluded they will refuse to rejoin their original union; for the Disputes Committee so to award, therefore, is for the Committee to encourage the existence of non-unionists.² The Disputes Committee has not been persuaded by this argument.³ In a case arising from a related situation, where one union enrolled workers who had been non-unionists for twelve months, but then excluded them when their original union protested, the fact that the workers refused to rejoin their original union and remained non-unionists was held not to mean that they were available for a second recruitment by the union which had excluded them.⁴

In a closed shop situation, of course, the non-unionist argument has no relevance, as union membership in one of a specified number of unions is required of all employees. Yet, the existence of a closed shop in which the requirement of union membership is not confined to one union has produced an alternative line of reasoning aimed at the same result as

1 See Electrical Electronic Telecommunication Union/Plumbing Trades Union and Transport and General Workers Union, 1971 TUC Ann. Rep. 4.

2 See, supra, pp. 127-128.

3 See National and Local Government Officers Association and National Union of General and Municipal Workers, 1970 TUC Ann. Rep. 80.

4 See Amalgamated Society of Woodworkers and National Union of Water Works Employees, 1969 TUC Ann. Rep. 88.

the non-unionist argument. This line of thought would have it that a worker in such a situation should be allowed the freedom to move from one union's membership to another's when the second union is also party to the closed shop. This argument has also found disfavour at the Disputes Committee.¹ The Committee's position here may circumscribe individual choice of union membership needlessly, as in a multi-union closed shop situation it is unlikely that membership transfers among the unions party to the closed shop would deleteriously affect settled bargaining arrangements and patterns of union organisation.

F. The acts of individual workers

While in most instances individual workers tend to be affected vitally by Disputes Committee awards which are based on the actions of trade unions as collective entities,² it sometimes occurs that the opposite is true. Thus, in a situation where workers, when applying to join a trade union, did not admit to their past or present trade union membership, it was no defence against a claim of improper acceptance for the trade union accepting them to plead ignorance of the workers' previous union affiliation.³ The same result was reached in a case where the fault was attributed to the accepting union's

1 See Union of Shop, Distributive and Allied Workers and National Amalgamated Union of Life Insurance Workers, 1957 TUC Ann. Rep. 92.

2 Individual union members, of course, have no locus standi before the Committee.

3 See Amalgamated Union of Engineering and Foundry Workers and Association of Scientific, Technical and Managerial Staffs, 1971 TUC Ann. Rep. 15.

application forms, which did not comport with TUC specifications which require that the applicant be asked to list past and present union membership.¹ In another case in which the act of an individual worker brought unions into conflict - where despite local pressure to transfer unions the worker refused to do so because to transfer would be to sacrifice benefits which had been accruing to him in his present union - the Committee recommended a dual membership arrangement which would protect the member's benefit rights.² The Committee in this circumstance did seek to afford the individual's position a measure of support, although significantly not by means of an award.

G. The upward mobility of the workforce

The promotion of workers from a job which their present union covers to a job which falls within the sphere of influence of unions other than their present union is a frequent source of inter-union conflict.³ Usually these cases involve white-collar unions entering into conflict with the unions to which the workers belonged before their promotion into white-collar grades. At issue usually is the reasonableness of the refusal of the workers' original union to transfer them. Where one union believes another's refusal to transfer is unreasonable, the proper path to follow is to come to the Disputes Committee

1 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1968 TUC Ann. Rep. 119.

2 See National Society of Metal Mechanics and Heating and Domestic Engineers Union, 1967 TUC Ann. Rep. 93.

3 See, supra, Chapter Four.

and so to complain.¹ Thus, it was held in a typical case that where a worker upon promotion applied to join a white-collar union which was organisationally dominant in the industrial unit into which he was promoted, and that worker was not under discipline or in arrears, it was unreasonable for his original union to refuse to transfer him. This was in spite of his original union's representation on the joint negotiating council for the grade on which the white-collar union had a majority of seats.² In another case, however, the Committee took the position that it was not unreasonable for a manual union to refuse to transfer a worker promoted into a grade for which a white-collar union had negotiated terms and conditions for several years.³ It may be said that the latter decision represents a point of view on the Committee which has been exhibited with decreasing frequency in the past decade, during which time promotion disputes have come to constitute a large part of the Committee's caseload.

Special difficulties arise when the promotions are due to the efforts of the workers' original union. In one such case, the white-collar union which had negotiating rights for the grade concerned accepted the workers into membership despite the objections of their present union. The white-collar union received a sharp rebuke in the Disputes Committee

1 See Ceramic and Allied Trades Union and Association of Scientific, Technical and Managerial Staffs, 1971 TUC Ann. Rep. 37. See also Principle 2, supra, p. 229.

2 See Amalgamated Engineering Union and Association of Supervisory Staffs, Executives and Technicians, 1962 TUC Ann. Rep. 97.

3 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers, 1970 TUC Ann. Rep. 153.

report for having accepted the workers, but nevertheless was permitted to keep them in membership since the manual union's refusal to transfer them was held to be unreasonable.¹ But in a case where the manual union's efforts led not to a promotion but to a general elevation of a grade of workers into a status resembling that of supervisory workers, the manual union's refusal to transfer the workers in the grade to a white-collar union was held to be reasonable.²

H. The conflict between membership claims and job claims

A frequent irritant in inter-union relations is the presence of one union's members performing a job which another union claims constitutes its sphere of influence.³ Typically, general or industrial unions are brought into conflict with craft or other occupationally-based unions. The Disputes Committee has taken no clear line on these cases; yet, a principle, still tentative, has emerged from its decisions. The awards in these cases have been based, for the most part, not on favouring job claims over membership claims, or the opposite, but, as is generally true with other transfer cases, on factors such as the relative organisational strengths of the unions, the adherence to the procedural requirements of the Disputes Principles, and the negotiating rights of the parties.

1 See National Union of General and Municipal Workers and Association of Scientific, Technical and Managerial Staffs, 1970 TUC Ann. Rep. 68.

2 See Electrical Electronic Telecommunication Union/Plumbing Trades Union and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 107.

3 See, supra, pp. 98-99.

Thus, while it is true that the presumption remains in support of the continued validity of the membership claims of the original union, it is increasingly true as well that in cases where a union catering for a particular occupation seeks the transfer of members of another union who perform the occupation, and the union seeking the transfer 1) is in compliance with the procedural requirements of the Disputes Principles, 2) is organisationally dominant in the grade concerned, and 3) is the negotiator for that grade, it is likely that the transfer will be approved by the Disputes Committee. The outcome is less certain, of course, where only one or two of these three factors can be summoned up in support of the union seeking the workers' transfer.

In one case where a union's members had performed a specialised occupation for an extended period of time in an industry and that union had on the particular site a large majority of the specialists in membership, it was held to be unreasonable for another union whose members had begun to perform the speciality to refuse to transfer the members to the first union.¹ In another case, where a group of workers, members of a general union, were put into a position where they were doing craft-like work, but were being paid less than the standard rate for their efforts, the Disputes Committee held that they should be transferred to the relevant craft union.² In yet another case, where the nature of the work

1 See Constructional Engineering Union and United Society of Boilermakers, Shipbuilders and Structural Workers, 1963 TUC Ann. Rep. 112.

2 See Transport and General Workers Union and United Society of Boilermakers, Shipbuilders and Constructional Workers, 1962 TUC Ann. Rep. 100.

done by members of one union changed over time to resemble occupationally the work performed in grades in which a second union had negotiating rights and organisational dominance, it was held to be unreasonable for the members' original union not to transfer them.¹

But where a general union had a seat on the relevant negotiating panel and had before the allegedly improper acceptances enjoyed organisational dominance in the industrial unit, and where the second union, one with a specific focus to its recruitment, did not abide by the procedural requirements of the Disputes Principles, it was held not to be unreasonable for the general union to refuse to transfer the members concerned.² Moreover, in a dispute arising because members of a general union were upgraded into craft-like work, the craft union which accepted them was defeated at the Disputes Committee because of its departure from the enquiry procedures.³ Similarly, the Committee held that members who left one union to join another because their new union secured a higher wage rate for their occupational speciality had to be excluded from their new union because of the absence of enquiry.⁴

Conclusion

It was stated in the Introduction to Part II that a

1 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 3.

2 See Transport and General Workers Union and National Union of Water Works Employees, 1970 TUC Ann. Rep. 122.

3 See Transport and General Workers Union and United Society of Boilermakers and Iron and Steel Shipbuilders, 1951 TUC Ann. Rep. 112.

4 See Amalgamated Engineering Union and United Society of Boilermakers, Shipbuilders and Structural Workers, 1954 TUC Ann. Rep. 98.

principle is emerging from the Disputes Committee's adjudication of transfer disputes. That principle was stated as follows: where a union requests a membership transfer from another union but is refused, and where the requesting union 1) is faithful to the TUC's transfer procedures, 2) is organisationally dominant in the industrial unit concerned, and 3) is the possessor of negotiating rights in the unit, then it is increasingly the case that the transfer will be approved by the Disputes Committee. It was further stated that where the requesting union cannot summon up all three of these factors, the Committee has, with less frequency, approved the transfer based on one or two of these factors. This Chapter has presented the decisions of the Disputes Committee which have given rise to this principle, and based on that presentation the principle must now be qualified.

First, faithfulness to the transfer procedures of the Disputes Principles will never serve alone as the basis for the Committee's approval of a transfer. It must always be coupled with either the requesting union's negotiating rights or its organisational dominance in the relevant industrial unit. Preferably it will be coupled with both. Second, the Disputes Committee's application of this principle is not as systematic as might have been inferred from the reading of this Chapter. This is to say that the Committee does not necessarily at the outset of its enquiry establish whether the transfer procedures have been complied with and then, and only then, move on to make a determination of the respective parties' negotiating rights and organisational strengths. In fact, all of these

issues may converge in the minds of the adjudicators, and these issues may have different degrees of importance for different adjudicators. It is this writer's belief, however, that the process of adjudication of the Committee may best be understood in terms of a systematic, two-step process by means of which the relevant issues are separated. The first of these issues concerns the procedural fidelity of the party seeking the transfer. The second issue has to do with the degree of organisational strength and negotiating rights which the party seeking the transfer can marshal in support of its case.

Part I of this thesis analysed inter-union membership disputes in terms of their immediate causes, and many of these immediate causes were presented. These immediate causes normally became apparent during the Disputes Committee's hearings when enquiry is made into how the disputes in fact arose. It is the essence of the adjudicatory process of the Disputes Committee that, just as quickly as they appeared, these causes are submerged in the three largely objective standards which constitute the two-step process of adjudication: procedural fidelity, organisational dominance, and negotiating rights. It is not simply that the Committee has no interest in the causes for their own sake. Rather, the Committee's system of dispute resolution has evolved to the point where the causes themselves are secondary in importance to the relationship of the causes to the three largely objective standards. Beyond asking 'what caused the dispute?', the Committee enquires 'what is the relationship of this cause to the transfer procedures?', or 'which of the unions upon whose members the cause

had its effect was organisationally dominant?' and 'which had the negotiating rights?'.

This Chapter has shown that the two different aspects of the transfer procedures are not treated even-handedly at the Committee. There is a much greater emphasis placed on the enquiry requirement than there is on the reply to enquiry requirement. This reflects the Committee's interest in maintaining the status quo, that is all members in their present unions, as the next best solution to favouring the union which has organisational dominance and negotiating rights on its side. At a more fundamental level, it reflects the basic values which inhere in the Disputes Principles. The Principles, this is to say, may best be understood as a response to unions poaching members and to unions encroaching upon spheres of influence, and not as a response to the failure of unions to reply to enquiries regarding membership transfer. It follows that the Principles receive their strictest application when unions take members of other unions without enquiry and when unions commit an organisational encroachment.

The second stage of the two-step process of adjudication, and in this writer's opinion the more important stage, requires further examination. For to say simply that the union with organisational dominance and negotiating rights on its side succeeds in the dispute is to ignore many basic questions. For example, what is to be made of a situation in which one disputant has the negotiating rights and the other has organisational dominance? What happens when different types of negotiating rights, i.e., local and national, are in the hands of different

unions? What is the proper definition for an industrial unit, within the conceptual confines of which all this debate about organisational strength and negotiating rights takes place? Other questions must also be raised and answered. The place to do this is in a discussion of the Committee's decisions in organisational disputes, in which, for the most part, competing claims to organise are based on organisational dominance and negotiating rights. Such a discussion follows in Chapter Twelve, and will illuminate not only the adjudication of organisational disputes, but of transfer disputes as well.

CHAPTER TWELVE

DISPUTES COMMITTEE ADJUDICATION:

ORGANISATIONAL DISPUTES

The preceding Chapter described the extent to which Dr. Lerner's observation 'that in practice [a member] has not been able to transfer if his union objected [to the Disputes Committee],'¹ no longer holds true. Transfers are now approved by the Disputes Committee despite the objection of the member's present union. This happens most often when the union seeking the transfer is in compliance with the TUC's enquiry procedures and is both organisationally dominant and the possessor of negotiating rights in the industrial unit in which the member is employed. The primary intention of this Chapter is to investigate the concepts 'organisational dominance' and 'negotiating rights' in the context of the Committee's adjudication of organisational disputes.

It is the contention here that although changes in the Committee's approach have undermined certain of Dr. Lerner's observations regarding the resolution of organisational disputes, the central idea of her argument remains intact. This is to say, the Committee continues to protect vested interests, but the vested interests which are preferred by the Committee are not entirely those which were suggested by Dr. Lerner. First, Dr. Lerner's observation that 'Most awards

¹ Lerner, Breakaway Unions and the Small Trade Union, p. 77 (italics in the original).

tend to benefit the big unions'¹ - 'that large unions generally win jurisdictional cases'² before the Disputes Committee - is not necessarily supported by Disputes Committee awards from 1950 to 1974, as will be described in Chapter Fourteen.³

Second, as has been described,⁴ the membership claim of the worker's present union - the paramount interest protected by the Committee in practice, according to Dr. Lerner⁵ - has been subordinated to the claim of that union (perhaps the member's present union) which is organisationally dominant and the holder of negotiating rights in the member's industrial unit.

Third, that vested interest which now can be deemed foremost among those protected by the Committee - the claim of the union which is organisationally dominant and the holder of negotiating rights in the relevant unit - cannot categorically be said, despite Dr. Lerner's suggestion to the contrary,⁶ to reside exclusively in the hands of the union which holds negotiating rights when that union is not organisationally dominant. The Committee has shown a tentative willingness, as Dr. Lerner hoped that it would, to give 'a literal interpretation to the "majority" clause in the Bridlington resolutions'⁷ and therefore to take account of shifts in membership which vest the interest to be protected in a union other than the one which historically

1 Ibid.

2 Ibid., p. 78.

3 See, infra, pp. 346-347.

4 See, supra, Chapter Eleven.

5 Lerner, op. cit., pp. 76-77.

6 Ibid., p. 74.

7 Ibid., p. 81. See Principle 5, supra, p. 231.

has been endowed with it.

This Chapter is largely devoted to analysing the Disputes Committee's preferred vested interest - organisational dominance and negotiating rights. It will do so by examining the Committee's resolution of organisational disputes. These disputes usually arise when two unions both claim to be organisationally dominant in the same industrial unit; or when two unions both claim to have negotiating rights for the same industrial unit; or when one union claims to be organisationally dominant and another claims to have negotiating rights for the same industrial unit; and when on the basis of these claims the competing unions seek to have the industrial unit declared to be within their respective spheres of influence. Emerging from this Chapter's analysis, therefore, will be a refined conception of organisational dominance and negotiating rights cast in terms of the specific, often conflicting, elements of both standards which the Committee has sought to protect.

Moreover, this Chapter examines organisational disputes in which at least one of the unions claims to be the 'appropriate' organisation for a particular group of workers; this normally means that a union with a specific focus to its recruitment, usually defined in occupational terms, deems all other unions unfit to organise workers who fall within the defined focus of its recruitment. Furthermore, it is often the case that industrial events force themselves upon unions with the effect that organisational claims are only loosely based on considerations such as organisational strength, negotiating rights, or appropriateness. Management decisions, for instance, may lead

inevitably, although perhaps indirectly, to a confrontation between unions. The resolution of organisational disputes precipitated by such industrial events as management decisions deserves, and receives in this Chapter, separate examination, since the factors recounted above (organisational strength, negotiating rights, and appropriateness) have in these cases not in themselves motivated unions to engage in inter-union organisational conflict. Finally, this Chapter examines some concepts which are fundamental to the resolution of organisational disputes by the Disputes Committee.

I. Competing Claims Based on Organisational Strength

Inter-union organisational disputes often occur when two or more unions claim on the basis of their particular levels of organisation that a certain industrial unit should be declared to be within their respective spheres of influence. While it is not absolutely necessary that the Disputes Committee when faced with such competing claims should choose between the parties, as the Committee could uphold the organisational rights of more than one of the unions,¹ it is usually the case that the Committee award favours a single union to organise the area.

The arguments at the Disputes Committee may focus on which union was first to begin its organisational effort. Indeed, the Committee has not hesitated to subordinate the question of

¹ See National Union of Hosiery Workers and Amalgamated Society of Textile Workers and Kindred Trades, 1951 TUC Ann. Rep. 102.

which union is appropriate to organise certain workers to the question of which union actually organised them first.¹ But in deciding one dispute, the Disputes Committee chose to ignore an argument over which of the unions was first to begin organising in the disputed area, since one union at the time of the hearing was clearly organisationally dominant in the area and had sole negotiating rights as well.²

Some disputes arise because the organisational strength of one union in the locality has come into conflict with the industry-wide organisational strength of another union in the same grades.³ In such a case, a union with industry-wide organisational strength and negotiating rights, using its national position of dominance as a justification, wished to commence organising in the locality where another union was dominant. The Disputes Committee here favoured the union in control at the local level.⁴ Other disputes are occasioned by different unions having organisational dominance in different industrial sites within the same company.⁵ Organisational encroachments by one such union into a site controlled by another may occur with a view to having one union become dominant throughout the company. The Committee in one case held, however, that the organisational rights of one union in a

1 See Civil Service Union and National Union of Agricultural and Allied Workers, 1971 TUC Ann. Rep. 32.

2 See Association of Broadcasting Staff and Association of Cinematograph, Television and Allied Technicians, 1966 TUC Ann. Rep. 92.

3 See, supra, pp. 121-122.

4 See National Union of Public Employees and Confederation of Health Service Employees, 1951 TUC Ann. Rep. 93.

5 See, supra, pp. 132-133.

single company plant were protected against the encroachment of another union also established within the company.¹

Similarly, where two unions shared organisational rights within the same industry, the Disputes Committee attempted to limit its findings which declared organisational rights to the disputed area.² In this way, the organisational equilibrium achieved between the unions in the industry may have been minimally disturbed.

Organisational disputes may also arise when the settled areas of organisation from which the competing claims emanate exist within the same establishment.³ Thus, where a union had majority organisation within a grade even though it had only a minority organisational interest in the establishment as a whole, the dominance of that union in the grade concerned was protected by the Disputes Committee from encroachments by the union with a majority interest in the whole establishment.⁴ In a related type of case, where a firm's manual workers had been organised by one union, but its white-collar workers had remained largely unorganised, the successful organisational attempt of a white-collar union in the unorganised grades was

1 See National Union of General and Municipal Workers and Process and General Workers Union, 1967 TUC Ann. Rep. 116.

2 See National Union of Blastfurnacemen, Ore Miners, Coke Workers and Kindred Trades and Iron and Steel Trades Confederation, 1959 TUC Ann. Rep. 96. In this case, the two parties referred their potential organisation/demarcation dispute to the Committee jointly; since the Disputes Committee was not yet empowered to award in demarcation disputes, it issued its decision as a 'finding', which, given the joint referral, presumably was implemented as an award would be.

3 See, supra, p. 122.

4 See National Union of Blastfurnacemen, Ore Miners, Coke Workers and Kindred Trades and National Union of General and Municipal Workers, 1957 TUC Ann. Rep. 115.

protected by the Disputes Committee, as the effort was declared not to be in breach of Disputes Principle 5.¹ A somewhat different verdict was reached in a case in which one union organised a department within a firm and thereby had negotiating rights for a grade within the department which had remained unorganised. A second union which had successfully organised within that grade was permitted by the Disputes Committee to retain the non-unionists it had taken into membership, but was not permitted to expand its membership in the grade or to seek recognition.²

II. Competing Claims Based on Negotiating Rights

Because two or more unions may play a part or wish to play a part in the negotiations for a certain group of workers, disputes may arise between these unions when an attempt, based on whatever negotiating rights are held or desired, is made to expand organisationally within the group of workers.³ It may be, for instance, that an inter-union dispute is provoked because two or more national agreements are arguably applicable to the work being performed in a specific industrial unit. Each agreement will contain different union signatories who will wish to make claims to organise the workers concerned based on their respective agreements. The Disputes Committee decision in such a case favoured the union whose agreement was

1 See Association of Scientific Workers and Union of Shop, Distributive and Allied Workers, 1965 TUC Ann. Rep. 104.

2 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 14.

3 See, supra, pp. 122-126.

presently in force.¹ Where a national agreement established the minimum rate of compensation for workers, but at the local level a union which was not a signatory to the national agreement negotiated rates for workers over the minimum, the Disputes Committee favoured the local bargainer with its award when the two unions entered into an organisational dispute.² Similarly, it was held that the claim of a union which had an overwhelming majority of the workforce in membership in a local industrial setting, along with an interest in the negotiations, superseded any organisational claim made on behalf of a union which was a signatory to the relevant national agreement.³

III. Negotiating Rights versus Organisational Strength

At times, unions enter into dispute over an area of organisation when one has negotiating rights - perhaps only a seat on the relevant joint negotiating committee - but little or no membership in the area, and the other has organisational dominance, or at least serious organisational designs based upon what it deems to be a justifiable claim, but no negotiating rights. Thus, where one union had the only agreement for a particular grade of workers and some membership in the grade, another union which entered the grade with a view to recruitment did so in violation of the 'spirit and

1 See National Union of Printing, Bookbinding and Paper Workers and National Union of General and Municipal Workers, 1952 TUC Ann. Rep. 91.

2 See Amalgamated Engineering Union and Iron and Steel Trades Confederation, 1951 TUC Ann. Rep. 105.

3 See Association of Scientific, Technical and Managerial Staffs and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1972 TUC Ann. Rep. 4.

intention' of Disputes Principle 5.¹ Further, the Disputes Committee made an award to the effect that one union should not with a view to recruiting non-unionists enter a grade of workers for which another union had the negotiating rights and, arguably though not conclusively, majority membership, and in which many of the non-unionists were former members of the latter union, even though the non-unionists had not paid contributions to that union for upwards of five years.²

Yet, in another case it was decided that the organisational attempt of a union in a poorly organised area covered by a national joint committee on which it did not have a seat was not improper, even though the unions on the joint committee argued that the industry concerned was a particularly difficult one to organise.³ Similarly, in a case in which the industrial unit concerned was poorly organised but covered by a national joint committee on which a union commencing organisation was not represented at the time its recruitment effort began, although that union had since achieved representation on the joint committee, the Disputes Committee held that the organising union was not guilty of a breach of Principle 5.⁴ In another case - one in which the Disputes Committee held against the union which

1 See Association of Professional, Executive, Clerical and Computer Staff and Amalgamated Union of Engineering Workers (Technical and Supervisory Section), 1974 TUC Ann. Rep. 19.

2 See Transport and General Workers Union and Association of Supervisory Staffs, Executives and Technicians, 1968 TUC Ann. Rep. 126.

3 See Union of Shop, Distributive and Allied Workers and National Union of General and Municipal Workers, 1961 TUC Ann. Rep. 101.

4 See Association of Supervisory Staffs, Executives and Technicians and National Union of General and Municipal Workers, 1963 TUC Ann. Rep. 98.

was commencing organisation - the Committee qualified its award by refusing to endorse the proposition 'that lack of membership of a joint negotiating body was in itself a bar to recruiting rights.'¹

The Disputes Committee was persuaded in one case that the actual recognition and sole negotiating rights of one union in an establishment precluded an organisational effort by a second union, even where much of the establishment's workforce wished to leave the first union to join the second.² But where recognition was granted to a union which was not the one organisationally dominant in the industrial unit, the Disputes Committee award backed the union with the organisational dominance.³ In a case arising from similar facts, the union with the organisational dominance was given licence by the Committee to maintain and expand its organisation within the unit for which another union was recognised by management.⁴ Moving a step beyond this in another case, the Disputes Committee awarded that where one union achieved majority organisation in a grade for which another union was subsequently recognised, the first union was not only permitted to keep its members but was also to be recognised as being permitted to negotiate for

1 See Transport and General Workers Union; National Union of General and Municipal Workers; and Chemical Workers Union; 1962 TUC Ann. Rep. 93.

2 See Iron and Steel Trades Confederation and National Union of General and Municipal Workers, 1966 TUC Ann. Rep. 97.

3 See Confederation of Health Service Employees and National Union of Public Employees, 1952 TUC Ann. Rep. 95.

4 See Clerical and Administrative Workers Union and Iron and Steel Trades Confederation, 1965 TUC Ann. Rep. 93.

its members.¹ In deciding in another dispute, the Committee made it clear that a breach of the Disputes Principles did not occur when one of two unions which historically had membership in an industrial unit obtained sole negotiating rights from management; yet, this notwithstanding, the union not recognised was permitted to continue representing its members in the unit.² The Committee in these cases has displayed an unwillingness to accept that the granting of recognition by management is the last word on union organisation in the relevant industrial unit.

IV. Claims to Organise Based on 'Appropriateness'

Some unions argue that all workers who fill an occupational role of a particular type must belong to a union which caters specifically for that type of worker.³ Such a union would then be 'appropriate' for those workers. These claims are usually made by craft unions or those which have evolved from a craft tradition. But they may be made by other types of unions as well, especially when the locus of the claim is a certain establishment where organisational traditions have evolved so that an occupational orientation is pressed upon a union which, outside the establishment, has a more general scope to its recruitment.

1 See Association of Scientific, Technical and Managerial Staffs and Furniture, Timber and Allied Trades Union, 1974 TUC Ann. Rep. 20.

2 See National Union of General and Municipal Workers and Union of Shop, Distributive and Allied Workers, 1973 TUC Ann. Rep. 37.

3 See, supra, pp. 98-99.

The basic rule of Dispute Committee decisions is that in a situation in which one union has a majority of the work-force in membership and the negotiating rights for the work-force, another union which enters the establishment and commences organising workers of the description for which it caters is in violation of Disputes Principle 5.¹ Thus, where a specialists' union accepted specialist workers into membership after they became employed in a plant organised by another union, it was in breach of Principle 5; but had those workers already been members of that specialists' union before entering the plant, it would not have been a breach, as the specialists' union could not then be said to have commenced organising in another union's sphere.² The dispute in the latter event would likely have centred on the transfer of the individuals concerned. In another situation, one in which a specialists' union and another union were represented in the national negotiating machinery for a firm, the specialists' union was not permitted to commence organising the specialist workers since the other union was organisationally dominant among the specialists in the relevant industrial unit.³

Where technological change has had an impact on the

1 See National Union of General and Municipal Workers and Associated Blacksmiths Forge and Smithy Workers Society, 1963 TUC Ann. Rep. 106; National Union of General and Municipal Workers and Sign and Display Trades Union, 1957 TUC Ann. Rep. 106.

2 See Iron and Steel Trades Confederation and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 132.

3 See Union of Shop, Distributive and Allied Workers and Clerical and Administrative Workers Union, 1963 TUC Ann. Rep. 93.

nature of the work done in an establishment, thereby provoking organisational ambitions in a union which caters for the type of workers who perform the new type of job,¹ the Disputes Committee has been fairly consistent in its decisions. In one case, the Committee held that a union's claim based on its already having certain workers in membership was subordinate to another union's claim based on the manning of certain machines with its members. The union favoured by the award also had majority membership among those operating the machines.² In another case, the Committee held that when technological changes within a firm had the tendency of changing the nature of the work done and potentially therefore of changing the pattern of union organisation within the firm, the union established in the relevant grades based on the original pattern of production was entitled to have its organisational rights protected.³ In a related case, where a training programme was instituted by management with the agreement of one union despite the fact that another union ran an apprenticeship which produced specialists of the sort required, the latter union was not permitted to recruit the individuals who completed the training programme unless, perhaps, they left the factory in question to

1 See, supra, pp. 141-148.

2 See Amalgamated Union of Foundry Workers and Transport and General Workers Union, 1968 TUC Ann. Rep. 124.

3 See National Society of Pottery Workers and Amalgamated Engineering Union, 1961 TUC Ann. Rep. 110.

take up similar employment elsewhere. The former union in this case had majority membership among the specialists in the factory as well as negotiating rights for them.¹ Only in one case did the Disputes Committee permit dual membership to exist, and only provisionally at that, where a change in the nature of a job caused organisational patterns to overlap.²

V. Management Decisions and Organisational Disputes

There are relatively few inter-union disputes indeed which do not involve management either directly or indirectly. The degree of involvement in some disputes dwarfs that in others, however, and these disputes are usually characterised by having as a provocation some specific exercise of managerial prerogative or some particularly prominent feature of the business environment (such as a grading scheme) within which the unions in dispute operate.³

In a case where one company purchased another, for example, and the workforce of the latter was sent to the site of the former, the Disputes Committee decided that organisational rights held with the purchased company did not transfer to the new site. A union which had organisational rights with the purchased company, therefore, was not permitted to commence

1 See National Union of General and Municipal Workers and Amalgamated Society of Boilermakers, Shipwrights, Blacksmiths and Structural Workers, 1966 TUC Ann. Rep. 94.

2 See Amalgamated Society of Woodworkers and National Association of Theatrical and Kine Employees, 1966 TUC Ann. Rep. 110. The Committee did not make an award in this case; rather, certain 'findings' were listed.

3 See, supra, Chapter Seven.

organising at the site of the surviving company.¹ In a related though not identical type of case, it was held that where one company acquired another, the two unions which had organised the individual companies respectively prior to the acquisition should share organisational rights at the site of the acquired company's factory.² In a case where a company had opened a new plant which was deemed appropriately organised by one union, another union whose members had their employment transferred there was permitted to retain them in membership, but all new entrants were to be assigned to the former union.³

Inter-union organisational problems may also arise when companies decide to reorganise themselves internally.⁴ Thus, where due to a company reorganisation, members of one union were transferred into an industrial unit where another union was organisationally dominant, the first union was permitted by the Disputes Committee to keep those members whose employment was transferred, but was not permitted to recruit any non-unionists already present.⁵ A similar case, though one clearly distinguishable on the facts, arose when a governmental reorganisation caused certain workers to lose their status as civil servants. The union which had organised them as civil servants was permitted by the Disputes Committee

1 See Society of Graphical and Allied Trades and Amalgamated Union of Engineering and Foundry Workers, 1969 TUC Ann. Rep. 86.

2 See Bakers Union and Union of Shop, Distributive and Allied Workers, 1970 TUC Ann. Rep. 161.

3 See Iron and Steel Trades Confederation and National Union of Blastfurnacemen, 1974 TUC Ann. Rep. 6.

4 See, supra, pp. 132-133.

5 See Association of Professional, Executive, Clerical and Computer Staff and Iron and Steel Trades Confederation, 1973 TUC Ann. Rep. 16.

to retain them in membership and their industrial unit in its sphere of influence despite the claims of another union whose description more closely fit the workers' job status. The fact that the reorganised bargaining machinery included the workers' original union, but not the union wishing to recruit them, doubtless had a strong bearing on the case.¹

When management compensates workers who perform a particular job at less than the standard rate for that job, the union which normally organises the workers doing that job and which has secured the higher rate of compensation elsewhere often attempts to recruit the workers who are paid less, notwithstanding another union's organisational dominance in the area.² Where the workers were located solidly within the preserve of a union already present, the Disputes Committee held that any attempt to recruit them was in contravention of Principle 5.³ But when the area where the under paid workers were found was one arguably not within the sphere of a union already present at the site, the attempts of the specialists' union to organise them as a matter of protecting the standard rate of compensation was approved by the Committee, albeit not in an award.⁴ In the latter case, the department was originally

1 See Electrical Trades Union and Association of Scientific, Technical and Managerial Staffs, 1969 TUC Ann. Rep. 103.

2 See, supra, pp. 125-126.

3 See National Union of Printing, Bookbinding and Paper Workers and Wall Paper Workers Union, 1951 TUC Ann. Rep. 109.

4 See National Union of Furniture Trade Operatives and Amalgamated Engineering Union, 1958 TUC Ann. Rep. 108.

manned by members of the specialists' union, but subsequently the department was closed, only to be reopened later with members of the union otherwise dominant in the area on the job. It was at this point that the dispute arose.

Other factors relating to management decisions provoke inter-union organisational conflict as well. Where, for instance, a union succeeds in securing negotiating rights at a plant but its level of organisation, due to redundancies, drops significantly, the plant's status within that union's sphere of influence is placed in jeopardy.¹ In such a case, the Disputes Committee held that since the union retained 'substantial' membership, which in fact was about one-third of the workforce, its organisational status in the plant was protected. This was in spite of the fact that the encroaching union was motivated by the existence of a rate of compensation paid in the plant lower than the standard rate which allegedly was having an adverse effect for its members in other industrial sites.² Another provocation can be the existence of a grade of workers between two grades which are established areas of organisation for two different unions.³ The Committee's approach to resolving a case in which the two unions disputed over the interim grade centred largely on ascertaining both the levels of union organisation and the past custom and practice within the industry.⁴

1 See, supra, pp. 139-140.

2 See Constructional Engineering Union and Transport and General Workers Union, 1961 TUC Ann. Rep. 111.

3 See, supra, pp. 148-149.

4 See Organisation of Craftsmen's Mates - Spencer Steelworks, Llanwern, 1962 TUC Ann. Rep. 90.

Promotion schemes of management lead to inter-union disputes as well, though these disputes usually have more to do with membership transfer than organisation. The resolution of such a dispute, as has been described in the preceding Chapter,¹ is usually based on the respective levels of organisation and negotiating rights of the unions in the grade into which the individuals are promoted.²

VI. Basic Concepts in Deciding Organisational Disputes

There are certain fundamental concepts underlying all organisational disputes. In order for an organisational encroachment to take place, for example, one union must 'commence organising' in another union's 'sphere of influence'. Usually the fact of the organisational act's existence is not in dispute, merely its propriety. So it is with a union's sphere of influence. Either a union has majority organisation and negotiating rights in an industrial unit or it does not. But what interpretation should be placed upon a situation in which Union A's members have their employment transferred into an industrial site which is housed in two separate but related plants, one of which is totally organised by Union B and the other of which has a forty per cent level of organisation by Union B? Does having its members transferred into that site

1 See, supra, pp. 263-265.

2 See Association of Scientific, Technical and Managerial Staffs and Electrical Electronic Telecommunication Union/Plumbing Trades Union, 1970 TUC Ann. Rep. 21.

establish that Union A has 'commenced organising'? Are the two plants to be considered one 'sphere of influence' or two? If the latter, is the second plant sufficiently organised at the forty per cent level to preclude by reference to Disputes Principle 5 any organisational attempt by Union A? These questions and others must be answered before the dispute can be resolved.

It was held by the Disputes Committee in one case that for a union to have recruited the type of worker for which it catered at a plant in which another union was organisationally dominant was definitely to have commenced organising within the plant. But for that union to have had its members transferred into the plant would not have been to have commenced organising;¹ however, in the latter event the transferred members' union would not have been permitted to expand its area of organisation within the plant.

The Committee has also ruled that an industrial unit (potentially a sphere of influence), the basic and irreducible constituent of which is a grade of workers, is not necessarily to be defined in terms of the physical structure within which the workers concerned are housed. Thus, in one dispute two separate buildings were subject to being considered as a single industrial unit and sphere of influence since the functions performed within them were sufficiently integrated.² Another basic concept has to do with the 'appropriateness' of any

1 See Iron and Steel Trades Confederation and Amalgamated Union of Engineering and Foundry Workers, 1970 TUC Ann. Rep. 132.

2 See National and Local Government Officers Association and National Union of Public Employees, 1967 TUC Ann. Rep. 109.

union's organising a group of workers. This generally pertains to unorganised workers whose work performed is the basis of two or more unions' desires to recruit them. The appropriate union in such a circumstance is normally designated on the basis of the Committee's determination of the nature of the work performed by the workers, and the ensuing comparison to the organisational histories of the competing unions.¹

A Note to Principle 5 indicates that in making its decision to designate an area of organisation as belonging to a certain union, the Disputes Committee should not place 'a premium on non-unionism'.² This means that in situations in which the area concerned is not subject to majority organisation, the presumption must be that the area is available for recruitment purposes. Thus, it was permissible for a union to organise an area which another union had traditionally organised, but in which the other union had little current membership, because there were no exceptional difficulties in organising the area and because not to allow a new union into the area would be to encourage non-unionism.³ But where a union negotiated for a particular plant's workforce, which allegedly was largely unorganised when a second union commenced organisation, it was considered to be in breach of Principle 5 for the second union to have entered the plant with a view to recruit-

1 See National Society of Operative Printers, Graphical and Media Personnel (Sign and Display Section) and Union of Shop, Distributive and Allied Workers, 1973 TUC Ann. Rep. 19.

2 See, supra, p. 231.

3 See Union of Shop, Distributive and Allied Workers and National Union of General and Municipal Workers, 1964 TUC Ann. Rep. 92.

ment.¹ It was found that prior to the recruitment effort the recognised union had had majority organisation.

Normally the determination of whether a union is organisationally dominant in an area of organisation is based on that union's numerical strength in the area.² Majority organisation, discounting the presence of extenuating circumstances discussed below, is the standard set by the Disputes Principles which a union must meet in order to have an area declared to be within its sphere.³ Thus, where a union had 27 of 57 workers in a factory in membership, it was held not to be in breach of Principle 5 for a second union to commence organising within the factory.⁴ This particular application of the majority membership standard is decidedly more rigid, however, than that found in the preponderance of cases.

The circumstances listed by the Disputes Principles which may cause the majority membership rule to bend are 1) where there are exceptional difficulties in organising the area, typically caused by hostility of the employer to trade unions, and 2) where a majority of the workers was held in membership

1 See Iron and Steel Trades Confederation and National Union of General and Municipal Workers, 1966 TUC Ann. Rep. 97.

2 See Confederation of Health Service Employees and National Union of Public Employees, 1961 TUC Ann. Rep. 107.

3 This standard, in a slightly modified form, was that used by the Commission on Industrial Relations when attempting to decide whether to recommend a union's recognition. The CIR was concerned, in part, with actual or potential majority membership in a bargaining unit. See Commission on Industrial Relations, Trade Union Recognition: CIR Experience, Study 5 (London: Her Majesty's Stationery Office, 1974), p. 67, para. 260.

4 See National Union of Tailors and Garment Workers and Waterproof Garment Workers Trade Union, 1964 TUC Ann. Rep. 95.

in the past, but where the total has since dropped below fifty per cent.¹ Thus, where one union was organisationally dominant within an industry, but at one factory had a low organisational level due to harassment by management, it was held to be in breach of the exceptional difficulties provision of Principle 5 for a second union to have commenced organising.² But in another case, the Disputes Committee held that despite the 'violently anti-trade unionism' attitude of the employer in a plant where a majority of the workers was not in membership, a recruitment effort by an outside union which concentrated on non-unionists in the plant was not in breach of Principle 5. This was notwithstanding the fact that eight years previously majority membership was held by the union already present in the plant which since that time had maintained substantial membership.³ That this latter case does not square with the former is clear. In order to explain the decision in the latter case, one must believe that the Committee was persuaded by the argument of the aggressor union that it would not have entered the area had the original union had fifty per cent organisation or a serious chance of obtaining fifty per cent organisation, as well as by the fact that by the time the

1 See, supra, pp. 231-232. Taking these two factors into account is roughly similar to the CIR's method of measuring 'potential' as well as 'actual' membership. See Commission on Industrial Relations, op. cit.

2 See Wall Paper Workers Union and National Union of General and Municipal Workers, 1965 TUC Ann. Rep. 114.

3 See Tobacco Workers Union and National Union of General and Municipal Workers, 1955 TUC Ann. Rep. 96. A period of consultation was ordered, however, before further recruitment by the outside union could take place.

dispute was heard the aggressor union had enrolled a substantial number of the workforce.

The second circumstance which mitigates a union's having less than a majority of a workforce in membership arises when a union has had a majority in the past but lost it. The reason for having lost the majority may be the controlling factor in the resolution of a dispute which arises when an outside union attempts to organise in the relevant area. Thus, where one union suffered a diminution in its membership total due to the propagandising within the area by disaffected former members of the union, another union was not permitted to commence organising.¹ Likewise, it was held that the established organisational rights for a group of workers were not to be ignored when the workers became disenchanted with their present union as a bargaining agent and, as a consequence, sought out new union affiliation.² Moreover, where a union succeeded in securing negotiating rights at a plant but due to redundancies lost majority membership, the Committee held that since the union retained 'substantial' membership in the plant, that is about one-third of the workforce, the union's organisational rights in the plant were to be respected.³ Yet in one case, as mentioned above, despite the 'violently anti-trade unionism' attitude of the employer as well as majority membership being held eight years previously by a union which retained substantial membership, a recruitment

1 See National Union of Printing, Bookbinding and Paper Workers and National Union of General and Municipal Workers, 1958 TUC Ann. Rep. 104.

2 See United Road Transport Union and Transport and General Workers Union, 1969 TUC Ann. Rep. 105.

3 See Constructional Engineering Union and Transport and General Workers Union, 1961 TUC Ann. Rep. 111.

effort by an outside union which concentrated on non-unionists was approved by the Committee.¹

Conclusion

This Chapter has brought to light many contrarities among the Disputes Committee's decisions in organisational disputes. Nevertheless, it is possible to detect some main themes in the Committee's decisions which further clarify the concepts 'organisational dominance' and 'negotiating rights'. First, it is of central importance that the Committee normally attempts to confine the implications of its award to the dispute immediately before it. By doing this, the Committee has refused to become the means for far-reaching reform; it has refused, this is to say, to use the resolution of the dispute before it as a pretence for larger attempts to eliminate inter-union disputes through the gross reallocation of spheres of influence. This measure of humility has served the Committee well, as undoubtedly TUC-affiliated unions would object to Committee efforts to fill the larger role. The Committee's attempt to confine its awards to the cases before it has another dimension of more immediate importance to the present discussion. Since the disputes which reach the Disputes Committee normally originate in a locality and ascend therefrom to the Committee, it is the case that the facts in which the

¹ See Tobacco Workers Union and National Union of General and Municipal Workers, 1955 TUC Ann. Rep. 96. A period of consultation was ordered, however, before further recruitment by the outside union could take place.

disputes are couched at the Committee are local facts. This means that considerations influencing the Committee's judgment which emanate other than from the locality where the dispute arose are not consonant with the general conception of the dispute held by the Committee.

The latter point leads to the emergence of two more major themes in the Committee's decisions in organisational disputes. Since the Disputes Committee is very much looking at the disputes in local terms, and indeed wishes to confine its awards to the localities of the disputes, it is liable to assign less weight to such factors as national negotiating rights as opposed to those held in the locality or to national organisational dominance as opposed to a local dominance in the same grades. Favours those forces dominant in each locality which produces a dispute heard by the Disputes Committee is nothing if not an ad hoc, piecemeal approach to resolving inter-union disputes. It is an approach which ascertains the immediate causes of the disputes in the localities where they arose and further ascertains the relationship of these causes to the largely objective standards - procedural fidelity, organisational dominance, and negotiating rights - which the Committee has evolved. So the second major theme is that in a dispute where competing claims to organise the same industrial unit are based respectively on one union's industry-wide negotiating rights and another union's local negotiating rights, the local negotiator is generally favoured by the Committee's award. Likewise, the third major theme has it that in a

dispute where competing claims to organise are based respectively on one union's industry-wide organisational dominance and another union's local dominance in the same grades, the locally dominant union is generally favoured by the Committee's award.

The fourth and final theme concerns Committee decisions in organisational disputes in which organisational dominance has become divorced from negotiating rights, and the two factors serve respectively as the bases of claims by different unions to organise the same workforce. Although it is not generally the case that the Committee decides in favour of organisational dominance rather than negotiating rights when granting that an industrial unit is within one of the competing unions' sphere of influence, it is more often the case than when Dr. Lerner wrote fifteen years ago. This tendency on the part of the Committee indicates a tentative willingness to recognise that changing industrial realities are more likely to be reflected in shifts in membership than in negotiating rights changing hands. Accordingly, Dr. Lerner's formulation of the Committee's position - 'If Union "A" holds negotiating rights in a given territory while Union "B" does not, Union "B" may not recruit workers in that territory if Union "A" objects'¹ - does not with total accuracy express the Committee's position today. Future developments based on this tentative willingness to give the 'majority' clause in Principle 5² a literal reading constitute, in this writer's opinion, a most promising

1 Lerner, Breakaway Unions and the Small Trade Union, p. 74.

2 See, supra, p. 231.

prospect for Disputes Committee decision-making - one which will permit the Committee's decisions to reflect fundamental changes in patterns of union organisation.

CHAPTER THIRTEEN

THE IMPLEMENTATION OF DISPUTES COMMITTEE AWARDS

It does not necessarily follow from a union's success in obtaining a favourable award from the Disputes Committee that its rights declared in the award will be vindicated immediately. The inter-union and intra-union manoeuvring which is inherent in inter-union disputes seldom ends coterminally with a Disputes Committee hearing. The favourable award is to the winning union a milestone of significant importance, but it is not the path's end. It remains for the award to be implemented. Normally, the process of implementation is largely consensual in nature, despite the difficulties which sometimes arise during the process. When viewed in terms of a consensus, based on the Disputes Committee's award, developing on the issues in dispute, the process may be seen as an effective method for resolving inter-union disputes. An examination of the implementation stage of Disputes Committee awards now follows.

I. Overcoming Resistance at the Local Level

Many trade union officers interviewed in connection with this study observed that the struggle in resolving an inter-union dispute may intensify after the disposition of the case by the Disputes Committee. Upon reflection, this

should come as no surprise. An inter-union dispute, as an essentially local phenomenon, may be intractable to attempts by top union leadership to resolve it. Attitudes are likely to have hardened at the local level to the point where reasoned approaches from above perform no useful role in the dispute's resolution. It is correct to conclude, therefore, that for a Disputes Committee award to place a union's top leadership in a position in which it must implement, through the union's local levels, an adverse decision handed down by the Committee might be to stoke up rather than to extinguish the fire. What, after all, can the Disputes Committee's decision add to the previous attempts of senior officers which have failed to resolve the dispute? How does a Disputes Committee award render the local situation any more tractable?

Typically, in a transfer dispute where a wrongful acceptance has been found to have taken place, a Disputes Committee award requires that the wrongfully accepted individual be excluded from the offending union, that his contributions be returned, and that the offending union recommend to him that he rejoin his original union. Similarly, in a case where it has been found that a union has commenced organising in another union's sphere of influence, the award normally requires that those members already recruited be excluded, that their contributions be returned, that the encroaching union recommend that they join their proper union, and that the encroaching union cease its organising in the area. Legal problems regarding the exclusion of members do not arise if the union has in its rulebook a provision which recognises Disputes Committee awards

as a legitimate cause for an exclusion.¹ Assuming this, problems still may arise if the members concerned are able to bring such local pressure to bear on their union's senior leadership that it will not wish to incur any further ire of their fellow union members and local officials by ordering the exclusion.

In such an instance, the trade union officers who were interviewed believed, almost without exception, that a decision of the Disputes Committee is often crucial to their overcoming the local resistance to resolving the dispute. But the Disputes Committee's award is crucial not in the sense that a court's decision is crucial; the Committee's award, that is to say, does not on its own end the dispute, the way that a legal judgment can. The difference is fundamental: when a court hands down a decision, the sanction or threat of a sanction usually falls against the actor who precipitated the course of events leading to the appearance before the court. In the case of non-compliance with the Disputes Committee's award, however, the TUC threatens to apply its sanction not against the culpable party in the typical case - usually an over ambitious organiser, branch officer, or shop steward - but against the union as a whole. The losing union's senior officer res-

¹ See Grunfeld, Modern Trade Union Law, pp. 224-227. The Disputes Committee did not hesitate to order an exclusion in one case where it was pointed out by the losing union that its rulebook did not contain the proper rule and that the members were threatening legal action to prevent their exclusion. See Iron and Steel Trades Confederation and Electrical Trades Union, 1965 TUC Ann. Rep. 122. Section 5 of the Trade Union and Labour Relations Act 1974, which may have provided members the right not to be excluded in compliance with a Disputes Committee award, has been repealed by the Trade Union and Labour Relations (Amendment) Act 1976. See, infra, pp. 319-320.

possible for ending the dispute then utilises this threat tactically. He does not, as a rule, threaten to mete out punishment (even if he is in a position to do so) if the award is not abided by at the local level; this would cast him in the wrong light. Rather, what he does do is to plead to the local level on the basis of his and, more importantly, the union's problem.

Unless the dispute is terminated somewhat along the lines of the Disputes Committee award - closely enough to ensure that the winning union will not press the matter further - it is possible that the losing union will be suspended by the General Council from the TUC, brought before the next Annual Congress, and expelled, as the National Amalgamated Stevedores and Dockers Society was years ago.¹ It is at this point that the dictates of internal union solidarity usually take effect. Few union members and local officials indeed wish to force their union into such a circumstance, even if it does mean a lost advantage and perhaps a bruised ego at the local level. Thus, the utility of a Disputes Committee award, backed by threatened application of a sanction, to those senior officers whose charge it is to resolve - and by this is meant to end - inter-union disputes becomes apparent. The Disputes Committee award is a highly visible tactical resource to those senior officers, both when on the winning side for them to use

¹ See 1955 TUC Ann. Rep. 106-117; 1956 TUC Ann. Rep. 99-101; 1957 TUC Ann. Rep. 117-119; 1958 TUC Ann. Rep. 112; 1959 TUC Ann. Rep. 110-115, 326-329. See also S.C. Davies, 'Trade Union Rivalry and the Bridlington Agreement', British Journal of Administrative Law, I (1954-1955), 97.

against the other union's officers, and also when on the losing side to use against their own membership and local leadership - the actual participants in the dispute.

II. The Nature and Source of the Sanction

A question arises with respect to the precise role of the threatened sanction of forced disaffiliation from the TUC when trade union officers use a Disputes Committee award tactically in their efforts to resolve inter-union disputes. Indeed, one would expect the efficacy of a Committee award for such a tactical utilisation to be contingent, at least in part, upon the nature and the source of the sanction which the TUC threatens to apply against the union in the event of its disobedience.

Conceptions varied among those trade union officers interviewed as to what the proper role of the TUC is in this regard. Some argued that the Disputes Committee, as it now functions, more closely resembles conciliation than it does arbitration, even in those instances in which awards are granted. Further, it is said that this is the role most desired for the Committee by the trade unions themselves. An officer with experience as a member of the Committee felt that its proper role should not extend beyond persuasion.¹ This view is antithetical to any notion of sanctions being applied against unions

¹ Interview with L.F. Spackman, Area Organiser, Amalgamated Union of Engineering Workers (Constructional Section), 5 December 1974.

by the General Council or Congress itself because of wrongdoings before the Disputes Committee. Another officer referred to the Committee's application of the Disputes Principles as 'rough justice', not to be confused with the function of more 'legally orientated' tribunals.¹

This was not the only view expressed by the trade union officers. Indeed, many argued that the Disputes Committee should take a no-nonsense approach when dealing with recalcitrant unions. For example, one officer of a union which recently and amidst great publicity protested against a Disputes Committee award said he would welcome the toughest of sanctions to be applied by the General Council upon the recommendation of the Disputes Committee in cases where a union has palpably disobeyed an award.²

The only formal sanction now available involves the General Council suspending the union from the TUC until the next Congress, at which time, if still in non-compliance with the award, the union risks expulsion from the Congress.³ The route to expulsion may bypass the suspension step if the General Council fails to act, as an individual union can raise the question at Congress on its own. The only time since 1950 that a union has suffered expulsion from the TUC because of

1 Interview with D. Stoddart, Assistant General Secretary, Association of Patternmakers and Allied Craftsmen, 17 December 1974.

2 Interview with J.D. Lapish, Executive Secretary, Association of Professional, Executive, Clerical and Computer Staff, 5 December 1974.

3 See Rule 13(c) and 13(h), supra, pp. 222-223.

non-compliance occurred in the late 1950s when the National Amalgamated Stevedores and Dockers Society was found to have acted in defiance of a Disputes Committee award favouring the Transport and General Workers Union.¹ Because of the infrequency with which it is applied, one must wonder just how real the sanction of forced disaffiliation is in the eyes of those whom it must influence.

There is no way to gauge precisely the extent to which behaviour is actually influenced by threatened suspension and expulsion from the TUC for reason of having disobeyed a Disputes Committee award. But a preponderance of those officers interviewed felt that this threat was of fundamental importance to them in their handling of unruly local members and officials. In view of this consideration, it seems clear that the sanction's effectiveness is due both to its nature and to its source. To illustrate, it would be unlikely that a national officer would indicate bluntly to a branch secretary and shop steward that their union, perhaps one of several hundred thousand members, would be expelled from the TUC unless they excluded several workers poached in the Midlands. The branch secretary and shop steward would be likely to scoff at such a suggestion, and perhaps to take it as an affront or even a challenge. But mentioned by the same officer that the TUC, through its Disputes Committee, had found their union in the wrong because of their

1 Before 1950, as Dr. Lerner describes, one union resigned from Congress in order to escape from an award, and another was expelled for failing to obey an award which ordered it to cease aiding a breakaway union. See Lerner, Breakaway Unions and the Small Trade Union, pp. 70-71.

actions could well have an influence, especially when coupled with a description of the formal method of handling any further abuses.

The fact that the formal method, that is suspension and expulsion, appeared a remote possibility would not work to the officer's detriment. The officer would simply be indicating that the union, on the basis of actions of its local levels, had been judged by its peers in the trade union movement and found guilty. The threatened sanction adds an official, ordered tone to the proceedings which have found against the union, and does not necessarily appear as an overt threat or challenge. This all gains considerably in meaning when it is remembered that the local officials and shop stewards concerned will have participated in the case presented to the Disputes Committee. This aspect is discussed in the next Chapter.¹

III. The Effect of the Sanction

The potential impact on the union of suspension and expulsion from the TUC may weigh more heavily on senior leadership than on those at the local level. For a major aspect of suspension and expulsion is that the union concerned is stripped of the protection afforded by the Disputes Principles. Indeed, a confidential report submitted to the Executive of the National Union of Bank Employees, compiled by a committee of three of the union's officers to determine the impact on the union of

¹ See, infra, pp. 332-333.

its expulsion from the TUC for reason of having registered under the Industrial Relations Act 1971, stated the matter most succinctly: 'The most important practical benefit we gained from T.U.C. affiliation was the protection of the Bridlington Agreement ...'¹

It is possible, therefore, to gain significant insight into the extent to which trade union officers fear expulsion from the TUC by assessing the degree of protection provided by the Disputes Principles for memberships of affiliated unions. One relatively recent example of a conflict between unions suggests that the protection afforded is quite substantial. A few years ago, ASTMS decided to recruit in areas of the Civil Service traditionally organised by the Society of Civil Servants, which at that time was not a TUC affiliate. ASTMS began to make substantial organisational inroads, but was thwarted by the Society's decision to join the TUC; this decision, of course, availed the Civil Service union of the protection of the Disputes Principles. The General Secretary of the SCS observed that the decision to affiliate was made much earlier by the union's executive, and that the ASTMS incursion provided the catalyst required in order to get the membership of the SCS to agree to the affiliation. Once in the TUC, the SCS made reference to the Disputes Principles, and, as a consequence, ASTMS was forced to cease its organisational activities within those grades in the Civil Service organised

¹ Report Submitted to the Executive Committee Meeting on March 26th/27th/28th 1973: Registration under the Industrial Relations Act 1971, Section III, para. 4.

by the SCS. In recognition of the effect that the invoking of the Disputes Principles would have, ASTMS campaigned vigorously against permitting the Society to affiliate to the TUC.¹

But the recent series of expulsions from the TUC precipitated by the decisions of member unions not to follow the Congress policy of refusing to register under the Industrial Relations Act offers at least one contrary example. COHSE decided to remain on the Government Register, and by so doing sought to protect its areas of organisation from competing professional organisations which had registered under the Act. COHSE is also, in the general course of events, in competition with many TUC-affiliated unions. These include the TGWU, NUPE, ASTMS, NALGO, and the NUGMW. The union readied itself for an attack upon its membership by these TUC-affiliated competitors the moment its suspension from the TUC caused it to lose the protection afforded by the Disputes Principles. A few of the attacks did occur, but not nearly the number anticipated. Not only did COHSE maintain its established level of membership, but it also underwent the greatest period of growth in its history during the time it was suspended and expelled from the TUC (it has now reaffiliated).²

1 Interview with G. Gillman, General Secretary, Society of Civil Servants, 8 January 1975; Interview with P.D. Jones, Secretary, Civil Service National Whitley Council, Staff Side, 11 April 1975. See 1972 TUC Ann. Rep. 51; 1973 TUC Ann. Rep. 50; 1974 TUC Ann. Rep. 32. See also J. Fryer, 'Civil Service in row with Clive Jenkins', Sunday Times, 29 July 1973, p. 53, col. 1.

2 Interview with T.E. Malinson, National Officer, Confederation of Health Service Employees, 18 February 1975. From 1970 to 1974, COHSE membership increased by approximately seventy per cent.

It may well be that these two competing examples - that of the Society of Civil Servants supporting the protective qualities of the Disputes Principles and that of COHSE denying those same qualities - both illustrate the bonds that exist between TUC member unions. This is to say that because of the distinctly felt camaraderie of unions within the TUC, it is much easier to acquire the benefits of membership through affiliation than it is to lose them through disaffiliation. When a recently-expelled union, for example, has for years shared seats on a National Joint Council with several other TUC affiliates, as was the case with COHSE, it is difficult for the attitudes of the trade unions toward each other to change over night. But a factor which dilutes significantly the importance of the COHSE example is that many officers at the time of the expulsion provoked by the Industrial Relations Act considered the expulsions from the TUC as well as their source - the Act - to be temporary phenomena. Why infuriate an established union, some officers may well have asked themselves, when, perhaps in a matter of months, it will be back in the TUC? Unions expelled due to non-compliance with a Disputes Committee award are not afforded this advantage.¹

¹ Further, as discussed in Chapter Five, during the time of its suspension and expulsion COHSE received a great amount of publicity for its role in industrial disputes involving nurses and ancillary staff, and thereby gained considerably in its recruitment efforts. See, supra, pp. 93-94.

A recent study of the effects of the Industrial Relations Act 1971 on industrial relations has concluded that despite some examples of successful union growth subsequent to the disaffiliation from Congress of NUBE and the Bakers Union by virtue of their utilisation of the Act's agency shop provisions, 'the experience of the Scottish Bakers and the [Electrical Power
(cont.)

IV. A Disputes Committee Award as a Mandate for Persuasion

One aspect of the implementation stage becomes clearer when viewed in terms of whether the relevant industrial setting is subject to a union security arrangement. If it is, the winning union has a much easier time in securing implementation of the Disputes Committee award. For in this circumstance, the offending union cannot argue back that once the members concerned are excluded, they will remain non-unionists. In a closed shop, of course, the continued employment of the individuals would be contingent upon their belonging to one of a specified number of unions. If no union security arrangement exists, however, the non-unionist argument is not only available to the offending union, but, according to many officers interviewed, in vogue as well.

Thus, when viewed in terms of this continuing dialogue on the issues, the persuasive potential of a Disputes Committee award becomes evident. A positive award from the Disputes Committee buttresses the argument of the winning officer; moreover, a frequent concomitant is the shift in which side must carry the rhetorical burden of proving its position. An award also presents the winning side with the opportunity to appeal to its opposition on grounds larger than the immediate power

1 (cont.)

Engineers Association] illustrates the importance of the Bridlington Agreement under which TUC unions are required to respect each other's areas of membership'. Weekes et al., Industrial Relations and the Limits of Law, p. 62. Both of the latter unions suffered serious membership defections once poaching by TUC unions was legitimated because the two registered under the Act and were therefore suspended from the TUC. Ibid., pp. 52-53. '[These unions] felt that membership of the TUC and the protection of Bridlington were worth more than the potential benefits of the agency shop.' Ibid., p. 53.

relationships between the unions; and it can deprive the other side's argument of any similar considerations. While it can be argued that the Disputes Committee has not treated in detail the local level dynamics of the situation, it indisputably has treated the problem with an objectivity impossible to achieve at the local level. From this unique vantage point, the Committee has on the merits of the case declared one party to the dispute a winner, and in so doing has left the other side with nothing but naked power. Since the audience before which the drama of an inter-union dispute is played out often includes other unions, as well as the employer and the disputants' memberships, a losing official, local or national, typically does not look forward to the prospect of defying the consensus forming against him, and is therefore subject to being appealed to on grounds other than pure strength.

This leads to a related observation. An important factor in resolving an inter-union dispute, in the presence as well as in the absence of an award of the Disputes Committee, is the personal appeal which one trade union officer can make to another. One officer commented that a Committee award is in fact superfluous as it does not alter the fundamental realisation on his part that unless he is in a position to approach the opposing union officer on a rather friendly basis, there will be little chance that poached members will be returned.¹ The more common view is that while personal relationships between officers of opposing unions facilitate greatly the resolution

¹ Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974.

of inter-union disputes both before and after awards of the Disputes Committee, such a relationship does not necessarily constitute a conditio sine qua non to ending the dispute.

V. Non-implementation of Disputes Committee Awards

It sometimes occurs that a dispute is pursued by one union to the Disputes Committee, the case is heard, and a Disputes Committee award is handed down favouring that union. The award is not then implemented, however, yet the union which received the favourable award permits the matter to rest.¹ Since it is fair in this circumstance to say that the award of the Disputes Committee did not in substance work, it is equally fair to ask the question: what did serve to end the dispute? By all accounts, the dispute has been resolved. If not happy, the original combatants are now at least silent.

The answer to the question differs with individual sets of circumstances, but there are a few potential influences which stand out. First, it may be the case that the issues were neither as intractable nor as fundamental as first believed. The dispute may simply have disappeared in the course of time. Here the channelling of the dispute into the TUC's disputes machinery succeeded in buying the time that rational heads needed to work matters out and, by so doing, obviated the need for

¹ In some cases, of course, the matter is not permitted to rest; rather, the complaining union returns to the Disputes Committee seeking enforcement of the earlier award. See, e.g., Transport and General Workers Union and National Union of Public Employees, 1953 TUC Ann. Rep. 106.

implementation of the Committee's award.

Second, the dispute's progress to the Disputes Committee through the official hierarchies of both unions may have been brought about by intricate internal relations within the two unions. Again the passage of time may have permitted an effective exercise of leadership to occur. In this event, opinions held at the local level may succumb, given time, to the arguments of senior officers far removed from the scene of the conflict. As before, when local opinion has changed, the implementation of a favourable award may be unnecessary.

Finally, members and officials of the complaining union at the scene of the conflict may realise that, despite any positive award for them from the Disputes Committee, events have progressed to a point where for the most part they are irreversible. Too much time may have passed in this instance to permit the position favoured at the Disputes Committee to prevail in fact. Following a hearing reaffirming that position, its proponents do not press for the implementation of the award because they recognise the futility of such an exercise, and because they view the award as having vindicated their position at a more rarified level. Their stance will be one of having been correct all along, yet the confluence of magnanimity and prudence constrains them from attempting to enforce their correctness on the 'losing' union.

VI. The Legal Standing of Disputes Committee Awards

Disputes Committee awards have been legally challenged at two points. The first concerns the effect of the awards on individual union members, and the second relates to whether the Disputes Committee has acted within its powers in granting the awards. The common law has touched upon both points, while the first point has also been affected by legislation. The legal responses to the effects of Committee awards on individuals will be discussed first.

As observed earlier, the TUC is empowered to expel member unions which disobey awards of the Disputes Committee. In only one instance since 1950 has it been necessary to expel a union from Congress membership for this reason. The dispute was between the TGWU and the National Amalgamated Stevedores and Dockers. It reached the Disputes Committee in 1955, where it was held

... that the National Amalgamated Stevedores and Dockers shall now exclude from their organisation all members recruited by them in Hull, Birkenhead, Liverpool and Manchester since August 17, 1954, and shall not proceed to re-establish organisation to these ports except in accordance with the terms of the Bridlington Agreement ... 1

The NASD had violated both Principle 2 and Principle 5 in the course of its recruitment efforts in the docks. After years of promises and allegations flowing between the two unions and the TUC, the Congress finally found it necessary to expel the

1 See Transport and General Workers Union and National Amalgamated Stevedores and Dockers, 1955 TUC Ann. Rep. 106.

NASD from its membership as a punitive measure.¹

Prior to the NASD expulsion, one of those workers whose exclusion from NASD membership was ordered by the TUC, a Mr. Spring, decided to bring suit against the NASD to prevent his having to leave the union. Spring sought to have the union's attempt to exclude him declared ultra vires and void and to have his rights declared as a member of the NASD. He also claimed as ancillary relief an injunction restraining the defendant union from preventing his exercise of privileges or rights of membership. The NASD countered by alleging 1) that it was an implied term of Spring's contract of membership that the union should have the right to do all such things as might be necessary and proper to comply with its lawful agreements, and 2) that it was also an implied term that members would act in conformity with the lawful and proper agreements of the union. At the base of both assertions was the so-called Bridlington Agreement.²

The NASD, in accepting Spring, was held by the Court to have established a contractual relationship with him. The union's rules, adopted in 1928 and the substance of the contract of membership, obviously made no mention of the Bridlington Principles of 1939, nor did they mention the principles adopted at the 1924 Hull Congress which formed the foundation of the Bridlington Principles. As for the union's claims with

1 See 1959 TUC Ann. Rep. 110-115, 326-329.

2 See Spring v. National Amalgamated Stevedores and Dockers Society [1956] 1 W.L.R. 585; 2 All E.R. 221.

respect to the presence in the contract of implied terms supportive of Bridlington, the court applied the 'officious bystander' test for implied terms formulated by MacKinney, L.J.¹ Since Spring had not been aware of the existence of the Bridlington Principles until several weeks subsequent to his acceptance into the NASD, it was impossible to conclude that the terms supportive of Bridlington existed implicitly in the contract of membership. Moreover, because the Principles treat trade unions exclusively as collective entities and place no burden on individual members, any notion of a responsibility residing with Spring to act in conformity with Bridlington was ill-founded. Thus, Spring was granted his declaration of rights as a member of the NASD, and a further declaration that his expulsion by the union was ultra vires and void. The Court also gave Spring the liberty to apply for an injunction.²

In another case, Andrew v. National Union of Public Employees,³ a similar conclusion was reached. In an earlier

1 According to MacKinney, L.J.: 'Prime facie that which in any contract is left to be implied and need not be expressed is something so obvious that it goes without saying; so that, if while the parties were making their bargain an officious bystander were to suggest some express provision for it in their agreement, they would testily suppress him with a common, "Oh, of course".' Shirlaw v. Southern Foundries [1939] 2 K.B. 206, 227. See also P.S. Atiyah, An Introduction to the Law of Contract (Oxford: Clarendon Press, second edition 1971), pp. 149-150.

2 See Spring v. National Amalgamated Stevedores and Dockers Society [1956] 1 W.L.R. 585; 2 All E.R. 221.

3 The Times, 9 July 1955, p. 11, col. 7.

award, the Disputes Committee had ordered NUPE to exclude from membership several members of the Confederation of Health Service Employees who had been wrongfully recruited.¹ NUPE sought to comply with the award, but one of the workers, an ambulance driver named Andrew, did not wish to return to COHSE. He brought suit against NUPE seeking the same ends Spring would seek some time later. The defendant union here also countered with an implied terms argument based on the Bridlington Agreement. Mr. Justice Wynn Parry, according to the account of the case in The Times, responded by indicating that

The basis of implying terms in a contract was that it should be established to the satisfaction of the Court that the implied terms should be in the contemplation and intention of the parties. The effect of the plaintiff's evidence was that at the time he became a member he had no knowledge of the disputes committee and had not seen the TUC constitution.²

Andrew's exclusion was declared invalid for reason of being ultra vires. As to

What steps might have to be taken with regard to trade unions generally with a view to closing the gap in the machinery which had been disclosed by this case was a matter of policy on which it was not for [his Lordship], fortunately, to have to pronounce.³

After Spring and Andrew, however, the TUC did have to adopt a policy which would permit its Disputes Committee's decisions to be enforced at common law. The theoretical

1 See Confederation of Health Service Employees and National Union of Public Employees, 1953 TUC Ann. Rep. 109.

2 Andrew v. National Union of Public Employees, The Times, 9 July 1955, p. 11, col. 7.

3 Ibid.

solution was simple. Professor Grunfeld has written that

In English law a union member is regarded as having been expelled wrongly for either of two reasons, namely: 1) Where his expulsion was not expressly authorised by the union rule book; or 2) Where his expulsion resulted from a consideration of his case with the union that violated what are known as the rules of natural justice. ¹

Thus, assuming that natural justice would be provided for, the TUC needed merely to encourage affiliated unions to adopt a rule permitting the expulsion of members in order to comply with Disputes Committee awards. This indeed was done, and the results of this encouragement, after a slow start, have been generally positive.²

Since the passage of the Trade Union and Labour Relations (Amendment) Act 1976, the prospect of statutory intervention in the process of applying Disputes Committee awards against individuals has been removed. The first statute to bear upon the subject was the Industrial Relations Act 1971. Under this Act, two industrial tribunal cases arose in relation to the TUC's Disputes Principles. In the first, Phillips v. National and Local Government Officers Association and National Union of Public Employees,³ it was held that a union's expulsion of members who were accepted in contravention of the Disputes Principles but only in anticipation of a Disputes Committee

¹ C. Grunfeld, 'Trade Unions and the Individual', Journal of Public Law, VII (1958), 289, 297.

² 'The majority of union rules examined [in 1971 and 1973] allowed the Executive to terminate in order to comply with [a decision of the Disputes Committee] after giving notice in writing, usually six weeks.' Weekes et al., Industrial Relations and the Limits of Law, pp. 86-87. The authors examined twenty rulebooks.

³ [1973] I.R.L.R. 19.

award to that effect was an unfair industrial practice under the Act. The basis of this finding was the Act's Section 65(8) which provided union members the right not to be disciplined in the absence of a written notice of charges, a full and fair hearing, a written statement of findings, and an appeal where a union's rules allowed for appeal. Additionally, the union's own rules in this instance required a Disputes Committee award in order to justify an expulsion based on the Disputes Principles. In the other tribunal case, Remington v. National Union of Public Employees,¹ it was held that a union's refusal to accept a member of another union because of a spheres of influence agreement between the two unions (adopted in accordance with Disputes Principle 1²) was neither arbitrary nor unreasonable and therefore not in contravention of Section 65(2) of the Act.

The Industrial Relations Act was repealed by the Trade Union and Labour Relations Act 1974. Section 5 of the 1974 Act largely preserved the 1971 Act's importance for present purposes, as workers were granted the right not to be expelled or excluded from membership 'by way of arbitrary or unreasonable discrimination'. Exclusion or expulsion based on a worker's description being different from the majority of the union's, section's, or branch's members was not, according to Section 5, arbitrary or unreasonable. Section 5 continued by stating that nothing found therein 'prejudice[d] or in any way reduce[d]

1 [1973] I.R.L.R. 273.

2 See, supra, pp. 227-228.

the common law rights' of the excluded or expelled workers. Section 5 of the 1974 Act was repealed by the Trade Union and Labour Relations (Amendment) Act 1976 before any cases relating to the Disputes Principles arose. The effect of the 1976 Act is to remove the existing statutory barriers to the process of granting and applying awards of the Disputes Committee.

The second point at which Disputes Committee awards have been legally challenged concerns whether the Committee has exceeded its authority in granting a specific award. This issue arose recently in Rothwell v. Association of Professional, Executive, Clerical and Computer Staff and the Trades Union Congress.¹ In the discussion of house unions found in Chapter Seven, mention was made of an inter-union controversy involving union organisation in the General Accident Fire and Life Assurance Corporation.² It will be recalled that conflict arose when APEX and the Staff Association - General Accident (SAGA) merged despite the efforts over the years of ASTMS to organise the area. By virtue of the merger, APEX became organisationally superior to ASTMS in General Accident. Before the merger was completed, ASTMS complained to the Disputes Committee that the merger discussions meant that APEX had commenced organising in ASTMS' sphere of influence and therefore constituted a breach of Principle 5. The Disputes Committee so found.³ The fact that ASTMS had less than twenty-

1 [1975] I.R.L.R. 375.

2 See, supra, pp. 159-160.

3 See Association of Scientific, Technical and Managerial Staffs and Association of Professional, Executive, Clerical and Computer Staff, 1974 TUC Ann. Rep. 27.

five per cent of the eligible employees in membership, while SAGA had nearly forty per cent, indicated to the Committee that ASTMS had been attempting its organisation in the face of exceptional difficulties which availed it of the protection of Note (b) to Principle 5.¹

The Disputes Committee made an award to the effect that APEX should terminate its merger discussions with SAGA. After being threatened with suspension and expulsion from the TUC, APEX chose to comply with the award. By this time, however, the transfer of engagements had taken place, so the Chairman of SAGA took the matter to court seeking a declaration that APEX could not expel him or the other SAGA members. The declaration was indeed issued by the court.

The opinion of Mr. Justice Foster touched upon several aspects of the Disputes Committee's functioning. First, it was held that the Disputes Committee's award was ultra vires and void, in part, because Principle 5 was not in fact breached. There was no breach for two reasons: 1) ASTMS did not have anything near fifty per cent organisation so Principle 5 could not come into play (the opinion acknowledged without comment the presence of the exceptional difficulties provision in Note (b) to Principle 5), and 2) by offering to merge with SAGA, APEX did not 'commence organising'. The Disputes Committee award was ultra vires and void also because it declared ASTMS to be the appropriate union to organise General Accident and this was outside the terms of reference which brought the dispute to the Committee in the first place (ASTMS had asked only that

¹ See, supra, pp. 231-232.

the merger discussions be terminated). The court was guided by its observation that the Committee has 'no power ... to decide a question not before it.' Also, it was held that a Disputes Committee award has no binding force even after accepted by Congress in the General Council's report. It was further held that the award has no legal effect until the General Council or Congress act on the basis of Rule 12 and Rule 13 to enforce it. By the time the General Council decided to enforce the award the transfer of engagements from SAGA to APEX had lawfully taken place. The decision of the General Council to enforce the award which would dissolve the lawful merger was found by the court to be ultra vires.

This case is important for two reasons. First, it may produce future litigation; that is, individuals excluded from member unions because of Disputes Committee awards may be encouraged by this case to have courts scrutinise the decisions of the Committee ordering their exclusion. Second, and more relevant for present purposes, this case presents the striking contrast between a strictly legal analysis of the functioning of the Disputes Committee and an analysis more closely concerned with how the Committee in fact operates. For instance, Committee awards, while perhaps not legally binding when issued, are binding in the sense that a union may seek to ensure an award's implementation by returning to the Disputes Committee and perhaps involving the General Council or the Congress in the matter. The awards are also binding in the sense that most TUC affiliates believe that the continued well-being of the Disputes Committee, which requires from them a measure of respect for its decisions,

is in their best interests. This latter point was illustrated by the General Secretary of the TUC when arguing for the expulsion of the NASD for its not having complied with an award: 'I am going to put to Congress one thing, we must jealously guard the disputes machinery of Congress - it must not be undermined.'¹ The member unions apparently agreed that non-compliance was a threat to the Disputes Committee as they voted to expel the NASD.

Another instance in which the contrast appears is highlighted by the court's concern that Committee actions be based on specific provisions found in the TUC Rules, the Disputes Principles, and the procedural Regulations. In the present case, the Disputes Committee itself shared the court's concern, since despite having found 'adequate guidance' in the Principles on the issues in dispute, the Committee recommended an amendment to Principle 5 which would specifically take account of affiliated unions merging with non-affiliates in areas where another affiliated union has recently attempted to organise. Yet to an extent, the informality and flexibility which characterise the Committee's process of dispute resolution stand in contradiction to this point of view.

The informal and flexible process of dispute resolution is largely a reflection of the consensual manner in which Committee awards are normally implemented. The Committee in a sense derives its authority in attempting to resolve a dispute not only from written provisions, but also from the

¹ See 1959 TUC Ann. Rep. 329.

expectation that its award will serve as the basis for the broadest possible consensus on the issues in dispute. In the case presently discussed, the consensus achieved did not include all the participants, although significantly APEX itself came to be included, albeit reluctantly, before the case went to court. In reacting to the non-consensual effects of a Committee award, however, the courts of law have tended to view the Committee's entire process of dispute resolution in terms of a non-consensual model. Such a non-consensual model would, for example, emphasise procedural formality to a far greater extent than does the Disputes Committee.

In resolving inter-union disputes, the Disputes Committee's role may be seen as an attempt to balance the collective forces which dominate inter-union relations in that manner best suited to resolve the dispute before it, which in practice means depending upon its award to achieve the broadest possible consensus on the issues in dispute. In the present writer's opinion, it has largely succeeded in this role despite occasional non-consensual effects of its awards which have produced hardships for some of those affected. It is ironic that in reacting to the non-consensual effects of a Committee award, the courts in fact have threatened to undermine that degree of existing consensus which the Disputes Committee has managed to achieve.¹

¹ For the classic statement on proper judicial reservations regarding intervention into the affairs of non-profit associations, see Z. Chafee, 'The Internal Affairs of Associations Not for Profit', Harvard Law Review, XLIII (1930), 993. A recent development, perhaps in response to judicial and legislative interventions, concerns the TUC's establishing an independent review committee consisting of three persons whose duties include hearing complaints (cont.)

1 (cont.)

of workers who have lost their jobs because TUC unions have expelled or excluded them from membership. In light of the debate over the past decade regarding the proper role of law in industrial relations, this development may be viewed as a further attempt by trade unionism to internalise the resolution of disputes which arise from within its ranks. See Labour, TUC Information Broadsheet, May 1976, p. 1, col. 2.

CHAPTER FOURTEEN

THE EFFECTIVENESS AND UTILITY OF THE DISPUTES COMMITTEE

Since its antecedent first came into existence under the 1920 TUC constitution, the Disputes Committee has grown to be widely accepted by the trade union officers who both appear as advocates before it and as adjudicators on it. This acceptance is founded on the Committee's utility to these officers when they attempt to resolve inter-union disputes in the face of pressures emanating from opponent unions and from the local combatants within their own unions. This Chapter further examines the utility trade union officers find in the Disputes Committee in order to identify the bases for the Committee's continued acceptability.

I. The Overall Utility of the Disputes Committee

A. Inter-union dispute resolution and the public interest

A system whereby the trade union movement itself resolves disputes within its ranks is viewed as essential by many within the movement. In the absence of such a system, it is believed that the public image of the trade union movement could well suffer. The resulting diminution in the amount of respect paid to trade unionism by the public at large could have effects in arenas having little or nothing to do with inter-union dispute

resolution.

It is a commonly held view among trade union officers, therefore, that the Disputes Committee serves as a buffer between trade unionism and an outside world, including the government, which looks disapprovingly upon trade unions disputing among themselves. The Disputes Committee, from this vantage point, can be termed an institutional manifestation of the longstanding willingness on the part of British trade unions to sort out their problems on their own. To serve adequately in this role as a buffer requires that the Disputes Committee actually succeed, for the most part, in resolving inter-union disputes. This conception of the Disputes Committee, as a consequence, has built into it an incentive for its adherents to see to it that the Committee achieves a level of success which will permit this purpose to be served.

For most whose position is against intervention by the government in the resolution of inter-union disputes, the justification is based on a matter of principle: the principle is that of voluntarism, much abused of late, but with some vitality still apparent and its supporters firmly convinced of its correctness.¹ But there is another, more practical, objection to government intervention in the resolution of inter-union disputes. Since intra-union and inter-union political tensions are often submerged in the industrial issues upon which attention is focused in inter-union disputes, even well-intentioned outside intervention could lack the subtlety demanded by the

¹ On voluntarism, see A. Flanders, 'The Tradition of Voluntarism', British Journal of Industrial Relations, XII (1974), 352.

political side of the disputes. It is felt that great harm could be done by unknowingly imposing an industrial solution on what at times is a matter of trade union politics. Thus, the urge 'to keep it in the family' is founded on considerations of policy as well as principle.

B. An accessible system of inter-union dispute resolution

In order for member trade unions to continue to participate in the TUC's system of dispute resolution and to make serious attempts to ensure that Disputes Committee awards are carried out, trade union officers must maintain their devotion to the rules of the game embodied in the Disputes Principles. This devotion carries unions over adverse decisions of the Disputes Committee which do harm to their organisational statures in the short run, and leads the unions to subscribe to the rules as the best means of conducting inter-union relations and resolving inter-union disputes in the long run. But, according to the vast majority of trade union officers interviewed, this devotion is not based, as some would suggest,¹ on any elusive notion of solidarity; rather, it proceeds as a logical consequence from the utility of having a system of inter-union dispute resolution which is accessible to all TUC unions.

¹ See V.L. Allen, The Sociology of Industrial Relations (London: Longmans, 1971), p. 206.

II. The Attractiveness of the Disputes Committee's Process to Complainant Unions

A. Motivations for going before the Disputes Committee

1. Uncertainty in the rules

The difficulty of the industrial issues involved is not the sole determinant of which inter-union disputes arrive at the Disputes Committee. Indeed, a great number of cases come to the Committee in which one side seemingly has little chance of success or in which the intensity of the conflict is not by any means severe. Explanations vary regarding why so many such disputes, which consume the time of union officers, ascend all the way up the hierarchies of the two unions to the Disputes Committee.

One account terms uncertainty in the Disputes Principles as a major cause behind disputes arriving at the Disputes Committee. Trade union officers subscribing to this view believe, correctly, that the Disputes Principles do not constitute a code which permits parties to make claims to rights specifically stated in its provisions. Indeed, the Disputes Principles have very few provisions explicit enough on their face, or, if so explicit, which have managed to maintain that precision over decades of application, to permit the claiming of rights except in the most general of ways. The Disputes Principles do not constitute a code, but rather an ongoing charter which gives an impetus and direction not only to the functioning of the Disputes Committee, but to the conducting of inter-union relations generally. Trade union officers,

therefore, are often unsure of their exact position vis-à-vis the rules and, as a consequence, may take inter-union disputes to the Disputes Committee when their controversiality is dubious or when an objective assessment of the conflict would tend to favour the other union.¹

2. Local level pressures on top officers

Perhaps more importantly, the political relationships within a trade union linking senior trade union officers to their local officials, shop stewards, and memberships are such that in many cases it is clearly the only practical alternative for an officer to permit a dispute to go on to the Disputes Committee, rather than to inform his charges himself that their case is untenable.

Some of the trade union officers interviewed cast the matter in its simplest terms: that is to say, the only reason they, as national officers, go to the Disputes Committee is because the pressures to do so arising from the locality of the dispute are such that they cannot be safely ignored. Perhaps the pressures are directed not at going to the Disputes Committee specifically, but to the taking of any action at the national level which will be termed supportive of the local activities of the union. Going to the Disputes Committee, then, becomes the path of least resistance. It does not entail open and affirmative industrial action against the other union or unions,

¹ This point was made most forcefully by: H.W. Miles, General Officer, Society of Graphical and Allied Trades, 15 January 1975; F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association, 10 April 1975.

the reverberations of which possibly could be felt in industrial sites far removed from the dispute at hand, but rather it entails simply partaking of a traditional, institutionalised system of dispute resolution - familiar to all parties, conducted by the trade union movement itself, and relatively painless even for the loser.

It can therefore be said that frequently an appearance at the Disputes Committee is but a method employed by senior union officers to free themselves of pressures brought to bear by their members and local officials. It becomes easier as the dispute evolves from the local level to the point where both unions' top leaderships are involved to allow the matter to proceed. Developing its own momentum, the dispute, over time, is liable to have changed from a mere verbal exercise between the competing sides in the locality, to a case of poaching or organisational encroachment, to a situation in which the prestige of certain personalities and perhaps the union itself at the local level are at risk. It is at this point that the prudent union officer thinks twice before telling his juniors in rank that they are clearly wrong and that any impartial arbiter would find against them.

Often at this point even the local members or officials who initiated the conflict are searching for a way to escape from it. What is needed by all, therefore, is an objective third party to render a decision in the dispute. More precisely, there is a desire to see forthcoming an authoritative statement from a neutral third party acceptable to all sides. The Disputes Committee has grown admirably into this role over the years.

a. Local level participation at the Disputes Committee

From the senior officers' point of view, there is a feature of the Disputes Committee hearing which assists them greatly in their intra-union dealings. One officer referred to the Committee hearing as an 'open house'. As a rule, the local officials, shop stewards, and, at times, the members actually involved in the dispute are permitted to participate in the hearing. This participatory aspect of the functioning of the Disputes Committee must not be discounted. Writing in another context, Professor Levi (as he then was) attempted to describe 'the hold which the law process has over litigants': 'They have participated in the lawmaking. They are bound by something they helped make.'¹ So it is with these local level combatants when given the opportunity to state their positions before the Disputes Committee. If impressed that their views matter to the Committee, these individuals have the same stake in the process of inter-union dispute resolution of the TUC as do litigants believing themselves to have been fairly treated in a court of law.

One view held among a few of the officers interviewed was that many inter-union disputes referred to the Disputes Committee could be treated without the need of a hearing. Written submissions would replace oral arguments and the Committee's award would then be posted to parties who would implement it. The Committee, it was argued, could save a great amount of time

¹ E.H. Levi, An Introduction to Legal Reasoning (Chicago and London: University of Chicago Press, 1949), p. 5.

for the parties as well as itself by conducting some disputes in this manner. Another view had it that ex parte proceedings should replace the adversary process now utilised, with the same result of saving time for all concerned. These arguments overlook the participatory aspect of the Committee hearings. It is upon this participatory aspect that much of the legitimacy of the Committee is founded. Declaring its awards from a distance would most certainly leave the Committee open to disregard and abuse.

3. The Disputes Committee as a tactical resource for union officers

Trade union officers view the TUC's Disputes Committee as a tactical resource. In doing so, they are in accord with the findings of Goodman and Krislov regarding officers' attitudes towards conciliation of disputes with management: 'Some union officers regarded the availability of conciliation as essentially part of an overall strategy, to be used or not used depending on the circumstances and the issues involved.'¹ Tactically speaking, the Disputes Committee is subject to two utilisations: first, the Disputes Committee can be used as a means of relieving pressures emanating from union members, shop stewards, and local officials which are brought to bear on senior officers of the same union. Again, borrowing from Goodman and Krislov: 'It was suggested [by union officers]

¹ J.F.B. Goodman and J. Krislov, 'Conciliation in Industrial Relations Disputes in Great Britain: A Survey of the Attitudes of the Parties', British Journal of Industrial Relations, XII (1974), 327, 343.

that it was easier, following conciliation, to persuade members that everything possible, short of industrial action, had been done to secure the desired settlement.¹ Second, the Disputes Committee is a tactical resource for one union in dispute with another in its attempts to secure a favourable settlement.

The first utilisation has been described above; many disputes arrive at the TUC not because of an affirmative choice by national officers of a union to seek a favourable judgment from the Disputes Committee, but because the dispute, having gathered its own momentum, is permitted to proceed to the TUC as a matter of expediency for those same officers. In many cases, however, the second utilisation of the Disputes Committee applies. In these situations, trade union officers go to the Committee in an attempt to secure gains in the membership war being waged among some trade unions. This conception of why unions go to the Disputes Committee is seen most clearly at present in the rapidly growing white-collar sector.

The manual sector of recruitment has become fairly settled over the years.² Most unions in manual recruitment have established patterns of organisation. It is possible, therefore, for a senior officer of such a union to be less alarmed by inter-union membership disputes than his white-collar counterparts,

1 Ibid., p. 344.

2 See generally G. Bain and R. Price, 'Union Growth and Employment Trends in the United Kingdom, 1964-1970', British Journal of Industrial Relations, X (1972), 366. The authors did observe, however, that 'it was the halting and reversing of the downward trend in manual union density that permitted the striking upturn [in aggregate trade union membership] of 1969-70.' Ibid., p. 374.

since he operates in a world which, when compared with the white-collar world, is relatively stable. There is less a worry that a lost inter-union dispute means an adverse precedent which will stifle union growth and, as a consequence, dilute the union's strength relative to other unions.

But the white-collar area is alive with growth.¹ It is here that each slight adverse influence felt upon the direction of growth now could mean a loss of thousands of members in the future. Thus, the greatest care is exercised to ensure that inter-union membership frictions are ended, if not with a favourable disposition, then at least with one which though negative in its impact has been exacted only at a price. The Disputes Committee as a tactical resource here is seen to metamorphose from a refuge for national officers, as described earlier, to a dueling ground for two parties both pursuing their own crucial interests.

Some officers were of the opinion that the Disputes Committee has some usefulness as a threat when dealing with other unions. This is not the case where a local situation arises which confounds senior trade union officers on all sides; for here the Disputes Principles are simply one more abstract proposition - ranking along with claims of solidarity and orders from senior officers - which have little or no impact on the local combatants. In situations, however, where one officer is dealing with another who is contemplating an activity which clearly constitutes an encroachment, displaying a willingness to pursue the matter to the TUC would certainly

¹ Ibid., pp. 369-373.

make some impression.

B. Disputes Committee receptivity to disputes not manifesting concrete industrial issues

1. A broad mandate for the Disputes Committee

The differing causes behind the arrival of inter-union disputes at the Disputes Committee may lead some to label as frivolous those disputes not plainly manifesting concrete industrial issues over which there is conflict.¹ However, where the internal political relationships within trade unions are a very real, in some cases controlling, factor in the processes intended to deal with inter-union conflict, it is less than responsible to declare that any one case is any more or less frivolous than the next.

The purpose of the Committee as it has evolved through the past five decades is broader than a simple, legalistic notion of ending disputes within a rigid procedural framework; it is broader than an approach which sees jurisdictional techniques as a means of defining precisely which parties are qualified to appear before a tribunal and when they are permitted to do so.² The Disputes Committee, to be sure, must be concerned in the main with resolving disputes in a systematic and consistent way. But in addition, it has come to serve as an important valve through which unbearable pressures, intra-

¹ A staff member of the TUC offered the observation that some General Council members were reluctant to devote time to Disputes Committee duties because it seemed they had to deal more with personalities than with 'fundamental issues' while serving as chairmen. Interview with M. Cannell, Assistant Secretary of the Organisation and Industrial Relations Department, Trades Union Congress, 17 January 1975.

² See, supra, pp. 240-241, 323-324.

union as well as inter-union, can be expelled. In some cases, the latter function dwarfs the former in relative importance. In these cases, much the more dangerous since the issues are highly-charged politically as well as industrially, any thought of branding claims as frivolous because they do not present concrete industrial issues is misplaced.

2. Fact-finding at the Disputes Committee

Also, the fact-finding function of the Disputes Committee is of great importance. In many hotly-disputed cases to come before the Committee, an accurate determination of the facts can expose the industrial foundations of ill feeling both within and between trade unions. Furthermore, in many cases which come to the Disputes Committee, it becomes apparent that no serious conflict of values and interests is involved and that once the facts are seen in a certain way the solution to whatever problem exists is self-evident.¹

III. The Acceptability of Awards of the Disputes Committee

A. Overcoming formalism

It is a point of objection for some trade union officers

¹ For a clear illustration of how a hearing of the Disputes Committee can serve as a method for ascertaining the salient facts upon which the dispute is based, see Electrical Electronic Telecommunication Union/Plumbing Trades Union and Draughtsmens and Allied Technicians Association, 1971 TUC Ann. Rep. 29.

who must deal with the Disputes Committee that, because the General Council prides itself in not developing a 'case law' of Disputes Committee awards, the officers have no sense of predictability when approaching the Committee for a decision. The fact is, however, that Disputes Committee members do operate within a tradition of decision-making, although they are not nearly so rigidly confined as common law judges. Not only have the three Committee members, especially the Chairman, in all probability taken part in the Committee's function previously, but the drift of Disputes Committee decisions is known even outside the ranks of those officers who from time to time constitute the Committee. Further, there is always at least one member of the TUC staff - a member of the Organisation and Industrial Relations Department - sitting in on the deliberations. This representation from the staff allows for earlier awards in cases similar to the case at hand to be pointed out to the Committee members who may have no knowledge of them.

The process of adjudication of inter-union disputes of which the Disputes Committee of the TUC is the nerve-centre is more flexible than systems of dispute resolution which take place in conventionally conceived law forums. The Disputes Committee system is more flexible because its procedures are subject to being bent to the exigencies of the moment. When, for example, a union stands to be embarrassed by a line of questioning from the Committee, its opponent is asked to leave the room of the hearing. Also, an informal style of conducting Committee hearings allows for the introduction of pertinent material from the parties directly rather

than from their advocates, while the same material might not meet rigid evidentiary rules in courts of law. Finally, while it is true that consistency in decision-making is largely ensured by the factors listed in the preceding paragraph, the rejection of a formal system of precedents by the Disputes Committee has the effect of providing the adjudicators an ample area of discretion in which to decide.

B. Reports of Disputes Committee decisions¹

Reports supportive of Disputes Committee decisions have a value which simple judgments unaccompanied by explanation do not. As with an arbitrator's opinion in a labour-management dispute, 'Its greatest utility lies in its effect, not merely on the advocates who presented the case ..., but on ... the rank and file ...'² It is, after all, the local combatants in inter-union disputes who, most typically, must be convinced if reason is to prevail over reflexive industrial action. A report substantiating the Disputes Committee's decision, properly communicated to the local level by means of officers of both unions, can help to convince in ways that the most sincere and urgent protestations solely emanating from senior officers cannot.

1 Beginning in 1971, the reports of Disputes Committee decisions which are published in the TUC Annual Reports have been abridged. The full reports, however, are distributed to the parties involved in the dispute. The full report has summaries of the arguments of each of the disputants as well as a brief statement of the basis of the award.

2 H. Shulman, 'Reason, Contract, and Law in Labor Relations', Harvard Law Review, LXVIII (1955), 999, 1020-1021.

No dissenting opinions of members of the Disputes Committee are published. While undoubtedly this tradition has evolved by now into an informal requirement of consensus among the three Committee members, there is a very strong reason behind not permitting the expression of dissents from within the ranks of the Disputes Committee. Dissents from a judgment of the Disputes Committee could well undercut the force of that judgment. In situations where implementation of the Committee's award may already be a major problem, allowing a dissenting opinion to surface from the Committee would be tantamount to licensing dissent in fact within the workforce or officers' ranks concerned. There was no desire among the officers interviewed for a change which would permit the publication of dissenting opinions.

C. A major criticism: the time lag

The major criticism lodged against the functioning of the Disputes Committee by those officers interviewed who must appear before it when representing their unions' cases is the length of time it often takes actually to appear before the Committee once a complaint is filed.¹ Scheduling problems are the most innocent reason for this delay as well as the most obvious. It is difficult for TUC staff members to arrange with a General Council member to devote a half-day of his time to the Committee meeting. The unions themselves also have problems in agreeing, not only on a Committee meeting date, but also on a date on which to hold the required national level meeting before

¹ See, supra, pp. 257-258.

coming to the TUC. It is common for unions that wish to put off the day of reckoning at the Disputes Committee to provoke delay after delay, which has in the past caused upwards of a year or so to pass before the dispute is heard by the Committee. There is a provision in the regulations governing the proceedings of the Disputes Committee which permits the TUC to impose a date on a union reluctant to appear before it,¹ but this provision is rarely invoked.

More than one trade union officer, however, termed the great time lag before coming to the Disputes Committee as beneficial. Matters in the locality, they observed, are given time to settle down. Tempers cool and pragmatism, not to speak of solidarity, is given a chance to come to the fore. While leaving the parties to their own devices for a period of time may permit matters in some cases to progress to the point where attitudes become hardened to reason, there is another, positive side to the remoteness of the Disputes Committee as well. Realising that the participation of a third party in resolving the dispute is not an imminent prospect, the parties to the dispute have significantly greater incentive to sort matters out on their own, and therefore to end the dispute without third party intervention. Some officers who were interviewed observed that there were exceptions - most notably when an industrial stoppage occurs or threatens to occur imminently over an inter-union dispute - where a quickly issued judgment would be highly desirable. In these instances, forcing a date on unions not quick to agree to a hearing time would be the

¹ Regulation H.

only alternative.¹

D. The competence of Disputes Committee members

Only a few of those officers interviewed felt that the Disputes Committee's membership itself presented a problem. Often, these officers argued, the Committee members find themselves on unsure ground in deciding cases. This would be most apparent in demarcation disputes, which are beyond the scope of this study. Membership disputes, however, may also entail such difficulties. This argument holds that intricate questions peculiar especially to certain crafts are beyond an outsider's ability to answer. For example, disputes involving a technological advance creating a new grade, or a merger of more than one grade previously organised by different unions would be subject to adjudication based upon past occupational practices within the plant and industry, as well as upon established organisational patterns of the unions concerned.

These arguments, based as they are on criticism of insensitivity to industrial nuance, have the greatest validity when lodged against common law judges not versed in union or

¹ The Disputes Committee has been convened as quickly as possible in some cases where industrial stoppages were occurring due to inter-union disputes. See, e.g., National Union of Sheet Metal Workers, Coppermiths, Heating and Domestic Engineers; Amalgamated Union of Engineering and Foundry Workers; and Transport and General Workers Union, 1969 TUC Ann. Rep. 110.

industrial practices.¹ While there may be more than a grain of truth in the argument when it is applied to union officers operating outside the industries with which they are most familiar, its import is greatly diluted. A large majority of those officers interviewed dismissed this aspect as the least of their worries regarding the Disputes Committee. Any Disputes Committee member manifesting the rudiments of industrial and trade union common sense, they said, could discern the issues and adjudicate upon them.

E. The impartiality of the Disputes Committee

In order for decisions of the Disputes Committee to be considered valid by the disputants, the disputants must have faith in the individuals, especially the Chairman, manning the Committee. The most obvious problems have to do with conflicts of interest. Given the great overlapping in trade union organisation in Britain, there are few unions indeed whose officers do not have dealings with officers of other unions. It is incumbent upon those officers who sit on the Disputes Committee to disqualify themselves willingly when any shadow of doubt can be cast on their objectivity or independence. This is particularly true where members of the

¹ See generally K.W. Wedderburn and P.L. Davies, Employment Grievances and Disputes Procedures in Britain, Part 1; B. Abel-Smith and R. Stevens, Lawyers and the Courts: A Sociological Study of the English Legal System 1750-1965 (London: Heinemann, 1967), p. 307. For a stinging attack on judges of the former National Industrial Relations Court, see N. Lewis, 'Con-Mech: Showdown for the N.I.R.C.', Industrial Law Journal, III (1974), 201. John Stuart Mill, a century earlier and in another context, wrote of '... the judges, with that extraordinary want of knowledge of human nature and life which continually astonishes us in English lawyers ...' J.S. Mill, On Liberty (London: Parker and Son, 1859), pp. 123-124.

General Council are concerned. Not only do they in their role as Chairman exercise disproportionate power in the Committee's decision-making, but their very conspicuousness calls for a degree of self-scrutiny before they sit on the Committee far above that of their non-General Council colleagues on the Committee.

A special problem arises with respect to the General Council member. This person is on the General Council by virtue of having been elected from the Congress as a whole. In this process of election, the positions taken by the few very large unions are pivotal in a successful run for the General Council.¹ One General Council member interviewed in connection with this study illustrates the point well, since early in his tenure as his union's General Secretary he was unsuccessful in his bid to gain a highly-prized General Council seat.² His main problem, as he sees it, was that the TGWU did not support him in his run. But when that union changed its position, he did succeed in ascending to the General Council and has there remained ever since. Recently, he was called upon to act as Chairman in a dispute involving the TGWU. He did not disqualify himself, and indeed gave a recommendation opposed to the interests of the TGWU. But the point still remains: not only this member of the General Council, but nearly its entire membership, owe their status to the few large unions whose massive memberships supported their election to

¹ See, supra, pp. 92-93.

² Interview with R. Buckton, General Secretary, Associated Society of Locomotive Engineers and Firemen, 15 April 1975.

the General Council. The objectivity and independence of these General Council members when on the Disputes Committee hearing cases involving the giant unions must be open to question. But it is a question which, as will be described below,¹ they are for the most part well able to answer, owing to the significant percentage of cases (over fifty per cent in cases involving the country's two largest unions, the TGWU and the AUEW) in which the Disputes Committee has clearly awarded against the largest of the unions since 1950.²

1. The power of the Chairman of the Disputes Committee

From the time that the parties to the dispute are first asked to leave the room so that the Committee might commence its deliberations, the influence of the Chairman of the Disputes Committee is pervasive. According to a TUC staff member whose duty it has been to sit in on Disputes Committee discussions in order to transcribe the Committee's judgment, it is most typical for the two Committee members to defer to the Chairman on matters of substance.³

The power of the Chairman to persuade the other two members of the Committee to decide as he likes, while formidable,

1 See, infra, pp. 346-347.

2 General Council members on the rare occasion have argued the cases of their unions before the Disputes Committee which of course contains a General Council colleague. For an example of this undesirable practice, see Clerical and Administrative Workers Union and Transport and General Workers Union, 1970 TUC Ann. Rep. 49, where Mr. Harry Urwin, General Council member and an officer of the TGWU, argued his union's case.

3 Interview with M. Cannell, Assistant Secretary of the Organisation and Industrial Relations Department, Trades Union Congress, 17 January 1975.

is not, however, plenary. In one instance related by a member of a Disputes Committee not from the General Council, the Chairman reached a conclusion opposite to that reached by the two other members; despite the Chairman's misgivings, his opinion, and as a consequence the award of the Committee as a whole, came into line with the position of his two 'junior' colleagues.¹ Further, one General Council member interviewed claims to have chaired a Disputes Committee which issued an opinion with which he fundamentally disagreed.²

F. The alleged bias toward the larger unions in Disputes Committee awards

There is some feeling of resentment within the ranks of trade union officers that the awards of the Disputes Committee are biased toward the larger unions.³ Dr. Lerner's observation 'that large unions generally win jurisdictional cases [before the Disputes Committee]'⁴ supports this feeling among the officers. An examination of the awards of the Disputes Committee in cases involving the TGWU, the AUEW, and the NUGMW, the country's three largest unions, does not support this position. In two-

1 Interview with L.G. Guy, Assistant General Secretary, National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers, 9 April 1975.

2 Interview with R. Buckton, General Secretary, Associated Society of Locomotive Engineers and Firemen, 15 April 1975.

3 Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974; Interview with T.E. Malinson, National Officer, Confederation of Health Service Employees, 18 February 1975; Interview with K. Roberts, Organiser, Association of Cinematograph, Television and Allied Technicians, 11 April 1975; Interview with L.G. Guy, Assistant General Secretary, National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers, 9 April 1975; Interview with A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers, 9 April 1975.

4 Lerner, Breakaway Unions and the Small Trade Union, p. 78.

party disputes over membership heard by the Disputes Committee in the years 1950 to 1974 which involved one of these three unions, but not more than one, and in which awards clearly favoured or disfavoured their respective arguments, the following results may be discerned: the Transport and General Workers Union was clearly favoured in seventeen awards, disfavoured in eighteen; the Amalgamated Union of Engineering Workers (formerly the AEU and the AUEFW) was clearly favoured in fifteen awards, disfavoured in nineteen; and the National Union of General and Municipal Workers was clearly favoured in twenty-five awards, disfavoured in thirteen. This breakdown of awards does not on its own establish the fairness of the adjudicatory process of the Disputes Committee where cases involving the largest unions are concerned; but it certainly lends a presumptive validity to Professor Grunfeld's comment that 'If the Committee discriminates against the individual in favour of the needs of its member organisations, it certainly does not discriminate against the smaller affiliated unions in favour of the larger.'¹

G. Conclusion: Do the Disputes Principles and the Disputes Committee protect the largest unions?

Some smaller unions which would appear to be in a position where the protective influence of the Disputes Principles would be valued by them, actually resent the existence of the Principles. Many are of the opinion that the entire TUC framework within which inter-union relations operates is nothing more than a

¹ Grunfeld, Modern Trade Union Law, p. 227.

protective cloak for the larger unions. These large unions, the argument goes, have historical claims to certain areas of organisation, but because of their problems in servicing such large numbers they have lost the current faith of their memberships. Many members of large unions thus become prone to transfer to other unions; this is, of course, an event which stands to benefit the smaller unions. Yet, as Dr. Lerner has written, 'The [TUC's] procedures which hinder inter-union mobility tend to hinder smaller unions from expanding.'¹

For example, the United Road Transport Union and the Transport and General Workers Union both organise lorry drivers. The URTU is a union of approximately 20,000 members; the TGWU has nearly one hundred times that many workers - not all lorry drivers, of course - enrolled in its membership. According to the URTU, officers at the local and divisional levels often receive enquiries from TGWU members who are lorry drivers expressing a desire to leave their present union to join the URTU. The URTU officers obviously wish to enrol the individuals, but there are counter-considerations as well.²

First, the officers must realise that any taking of members risks provoking a retaliation from the TGWU. That the larger union is capable of striking back is not open to question. The URTU, in this event, would not be able to file complaints with the TUC quickly enough. Second, if the TGWU is truly lax in servicing its members, management may side with

1 Lerner, Breakaway Unions and the Small Trade Union, p. 79.

2 Interview with A. Taysome, Divisional Officer, United Road Transport Union, 28 November 1974. See, supra, p. 32.

the larger union. Having become used to dealing with a union lax at the local level, management might go so far as to call upon the TGWU to send officers to the trouble spot as quickly as possible to sort matters out.

Finally, there are the Disputes Principles. Those members, no matter how disenchanted and no matter how poorly serviced by their union, are still members of the TGWU in the eyes of the Disputes Principles. Any sizable inroads made by the URTU would not only risk TGWU retaliation, but also most probably entail a visit to the TUC, where undoubtedly the issue would be decided against the smaller union.

The last point leads to perhaps the most crucial question in this study. The larger unions are able to utilise the Disputes Principles, and the Disputes Committee, to protect their potentially weak areas of organisation. Does it follow that the Principles and the Committee exist mainly to ensure that these large unions continue to occupy their dominant positions within British trade unionism? It has been shown that Disputes Committee awards granted over the past twenty-five years have not substantially favoured the three largest unions in the country.¹ Yet, there is little doubt that the Disputes Committee's application of the Disputes Principles does hinder inter-union mobility which otherwise could lead to a trend of defections from the larger unions to the smaller.

The fact is that while the Disputes Committee does indeed protect marginal areas of organisation as being within the preserve of the larger unions, it performs the same service for

¹ See, supra, pp. 346-347.

smaller unions as well. The Committee's increasing tendency to decide upon the issues in dispute in terms of the three main standards of adjudication - procedural fidelity, organisational dominance, and negotiating rights¹ - indicates a move toward the objective. It is true that larger unions have organisational dominance and negotiating rights in more areas than smaller unions, and therefore have more areas which may require protecting; but it is equally true that the Committee's ad hoc, piecemeal style of dispute resolution is not designed to take account of broader aspects of inter-union relations. Its development of objective standards of adjudication and its typical refusal to extend review beyond the facts in the locality in which the dispute arose strictly delimit the role of the Committee in inter-union dispute resolution. The Committee's function, as Hughes has pointed out,² does not extend to rationalisation of inter-union relations through structural reform.

It is the present writer's belief that this is a positive feature of the Disputes Committee. It is not that rationalisation through structural reform is considered an unworthy goal; rather, this view is based on a recognition that the Disputes Committee is not the proper vehicle to move toward this goal. Meaningful structural reform would require that many trade unions abandon their present patterns of organisation. For many of the unions this would mean both a loss of membership and a loss of historical

1 See, supra, Chapters Eleven and Twelve.

2 Hughes, Trade Union Structure and Government (Part 1), p. 29, para. 52.

areas of organisation. These sacrifices are not likely to be accepted by British trade unions voluntarily, and the chance is even smaller that such sacrifices can be forced on the unions. It is moreover unrealistic to believe that a Disputes Committee composed of one General Council member and two senior officers would have the moral authority to begin moving toward widespread structural reform. If the Committee were to use the resolution of disputes before it as a pretext for more ambitious activities, such as allocating spheres of influence to single unions in sizeable industrial areas where multi-unionism is already present, the Committee's present utility to trade unions would be undermined.

As the Committee presently functions, it takes account of the more immediate causes of inter-union disputes, described in Part I of this study, by viewing them in terms of largely objective standards of adjudication which are acceptable to trade unions. To move beyond these standards in an attempt to treat the least immediate, yet most fundamental, cause of inter-union disputes - multi-unionism - would be to adopt more subjective standards of adjudication. These more subjective standards would be based on reformist ideas over which there are great differences of opinion within British trade unionism. For the Disputes Committee to decide on the basis of these subjective standards would be to risk detracting from the Committee's legitimacy among the unions. The present argument is therefore that the process of adjudication of inter-union disputes and the process of reform of inter-union relations are properly separated. The former process is adequately

housed in the Disputes Committee. Attempts at finding the appropriate institution to house the latter process should leave the present role of the Disputes Committee largely unaltered.

The argument that Disputes Committee adjudication may stand in the way of smaller union growth is undoubtedly true, irrespective of the Committee's largely objective system of adjudication. But what is the alternative? A system of dispute resolution which extends review beyond the immediate dispute to encompass the goal of furthering the interests of small unions over those of large unions is as unacceptable as its converse.

The present writer has attempted to depict the Disputes Committee as relatively impartial in its adjudication and effective in the role it has come to occupy within British trade unionism. It is true that the Committee's method of adjudication is tied inextricably to the present state of affairs in the sense that it is not reform-orientated. It is also true that individual rights are left by the Committee to be vindicated within member unions and not by means of transferring unions. But removing the Committee would itself exact a heavy price. It would license breakaway unionism and indiscriminate transfers of members from union to union, both of which would have a profoundly unsettling effect on patterns of union organisation and hence on collective bargaining. It would, as a consequence, invite outside intervention into the field. Moreover, it would silence what has

evolved into a reasoned and moderated response to the persistent problem of inter-union conflict.

APPENDIX A

SELECTED INTER-UNION AGREEMENTS

The inter-union agreements found in this Appendix have been provided to the author through the courtesy of the following trade union officers:

- Document A: R.J. Tuck, Assistant General Secretary, National Union of Railwaymen.
- Document B: A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers.
- Document C: P. Dawson, Negotiating Secretary, Association of Teachers in Technical Institutions.
- Document D: J.D. Hughes, Chief Organising Officer, Union of Shop, Distributive and Allied Workers.
- Document E: F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association.
- Document F: G. Viner, Training and Research Officer, National Union of Journalists.
- Document G: F.H. Perry, Finance and Organising Officer, Transport Salaried Staffs Association.
- Document H: P. Seares, Assistant Secretary/Organiser, Greater London Council Staff Association.
- Document I: A. Leary, Head of the Organising Department, National Union of Agricultural and Allied Workers.
- Document J: G. Viner, Training and Research Officer, National Union of Journalists.
- Document K: G. Viner, Training and Research Officer, National Union of Journalists.
- Document L: G. Viner, Training and Research Officer, National Union of Journalists.
- Document M: G. Viner, Training and Research Officer, National Union of Journalists.
- Document N: G. Viner, Training and Research Officer, National Union of Journalists.
- Document O: W.J. Biggin, National Industrial Officer, National Union of General and Municipal Workers.
- Document P: W.J. Biggin, National Industrial Officer, National Union of General and Municipal Workers.

Document A. Inter-union Agreement: National Union of Railwaymen and Transport and General Workers Union. 1932.

Road Passenger Transport

The decisions on the Road Passenger side have been reached after very careful consideration and an examination of the membership and activities of the two organisations. We feel these provide a basis for co-operative effort which should be mutually advantageous to the two Unions and to those employed on the various Omnibus Undertakings.

On the question of organisation, consideration was given to two points:-

- (a) Joint working on individual undertakings;
- (b) Leaving one organisation free to work on a given undertaking, the other being prepared to render all possible assistance.

The Joint Committee proposed that as far as possible the second method should be adopted and the Executives approved this.

A review of the Omnibus Undertakings having been made, the following proposals were put to the two Executives and approved by them:-

That the following Undertakings and Areas shall be regarded as coming under the jurisdiction of the Transport and General Workers Union:- East Kent Road Car Co.; Maidstone and District; Thames Valley Traction Co.; Amersham and District; Thackerays, Reading; Wye Valley Motors; National Omnibus Co.; Potteries Elec. Trac. Co.; Midland General Omn. Co.; Barton's Transport Co.; Potteries District; Leicester and Dist. Bus Co.; Carr's, Bolton; General County Omn. Co.; Sunderland Dist. Omn. Co.; Charltons; East Riding Auto. Co.; Bullock & Sons; Yorks. (W.D.) Elec. Trac. Co.; Poundall Bros.; Tillings, Brighton; Eastern Counties; Western Transport; Northern General (and subsidiaries); Hebble Bus Co.; The whole of Scotland; Red & White Services; East Surrey Traction Co.; Aldershot & District; Penn Omnibus Co.; Westcliff Motor Services; Cheltenham & Dist. Trac. Co.; Astrol, Stroud; South Wales Transport Co. (and independent operators in South Wales); United Counties Omn. Co.; Trent Motor Trac. Co.; Crosville Motor Services; Cadman's; Tynemouth & Dist. Elec. Trac. Co.; Tyneside Omnibus Co.; Cumberland Motor Services; Yorkshire Traction Co.; West Riding Elec. Trac. Co.; Blumers; Lancs. United Trans. & Power; Southdown; Eastern National; Midland Red (incl. Black & White); West Yorkshire Road Car Co.; East Yorkshire Road Car Co.

That the following Undertakings and Areas shall be regarded as coming under the jurisdiction of the National Union of Railwaymen:- Southern Vectis; Hants. & Dorset; Western National; Devon General; Western Welsh (as now constituted); Mansfield & Dist. Elec.; Wilts & Dorset; Southern National; Lincolnshire Road Car Co.; East Midland Omn. Co.; North West Road Car Co.

Document A. Continued.

With regard to the Ribble Motor Services, it was decided that arrangements should be made for jointly dealing with the question of organisation and negotiations, and with a view to giving effect thereto, arrangements are to be made for a conference in the locality between representatives of the Executives and of the two organisations.

Regarding the United Automobile Services, it was agreed that Durham and Yorkshire shall come within the scope of the T. & G.W.U., and Northumberland, including Emmersons, shall come within the scope of the N.U.R. There will be joint action on major negotiations, but each Union will deal with problems in the district allocated.

The position of the Oxford and Bristol Services has been deferred for further consideration.

Note. - The London and the Outer London Companies and the Municipalities were not considered in connection with the above proposals as they are organised in the T. & G.W.U.

On the question of membership and negotiations, the following proposals were accepted:-

- (a) That there should be a recognition of the existing membership of the respective organisations.
- (b) That neither Union should seek to increase its membership on those undertakings which it is agreed should be dealt with by the other organisation.
- (c) That negotiations for the men employed should be dealt with by the Union to which the firm is allocated. This to apply to every case, with the exception of the Ribble Motor Services, and the United Automobile Services, Ltd., for whom special arrangements will obtain.

Note. - It is the intention that members of existing organisations shall not be disturbed, and that non-unionists shall be enrolled in the Union to which the undertaking is allocated.

It was also agreed that there shall be a Standing Sub-Committee - subject to control by the Joint Committee - to deal with matters of common interest, i.e., organisation, negotiations and questions arising under the Road Traffic Act.

Road Commercial Transport

The Joint Committee have given careful consideration to the great need of organisation and to the difficult problems arising in this industry. It is agreed that the existing methods of organisation should be continued and the N.U.R. will render all the assistance possible in the enrolment in the T. & G.W.U. of men employed by Contractors outside railway work. The Executive Committees agree that complete organisation is most likely to result if both Unions co-operate in the fullest possible degree. It is noted with satisfaction that mutual assistance is already given in many districts. There are many problems which can be handled better jointly

Document A. Continued.

than separately and to this end a Standing Sub-Committee will be established. It is proposed, wherever possible, that arrangements shall be entered into for the establishment of local joint committees to deal with the question of organisation. Many problems are arising in the industry. The operation of the Road Traffic Act, and the possibility of further legislation will need very special vigilance in order to protect the workers engaged in the industry.

Document B. Inter-union Agreement: National Union of Agricultural Workers and Union of Shop, Distributive and Allied Workers. 1948.

Memorandum of Agreement

- (1) That the Union of Agricultural Workers shall be recognised as the Union for all agricultural workers.
- (2) That the Union of Shop, Distributive and Allied Workers shall be recognised as the Union for all distributive workers.
- (3) That neither of the Organisations shall in future take members from the other, either by transfer or otherwise without consent of the other Union.
- (4) Should at any time a difference or difficulty arise as to the working of this Agreement, every endeavour should be made to come to a friendly arrangement with respect thereto and in the event of a difference it shall be referred to the General Secretaries for settlement.

Note: It was subsequently agreed that agricultural workers include, farm workers, horticultural workers, nursery workers, market garden workers and forestry workers.

Document C. Inter-union Agreement: Association of Teachers in Technical Institutions and National Association of Schoolmasters. 1974.

1. The purpose of the agreement between the Association of Teachers in Technical Institutions and the National Association of Schoolmasters is to prevent the occurrence of disputes between the two Associations concerning trade union membership, to promote a harmonious and cordial relationship between them, and thereby to facilitate the further advance of trade unionism within further education.
2. The agreement will operate as from the date upon which the representatives of the Association append their signature.

Document C. Continued.

3. The agreement shall be signed by representatives of both Associations and by a representative of the Trades Union Congress. The signatures of the representatives of the two Associations shall be understood to formally commit both Associations to strict observance of the agreement.
4. The NAS recognise the ATTI as representing the majority interest of teachers in the field of further and higher education.
5. New entrants to the field of further and higher education will therefore normally join the ATTI. NAS members from schools would normally retain their membership of the NAS.
6. The ATTI accepts that the NAS has members in the field of further education due to transfer of members from schools into further and higher education, (and to the direct application of certain members in further education) to the NAS and that the NAS therefore have a minority interest in the field of further education. The ATTI therefore also accept that where the NAS have members in any further or higher education establishment, they have the right to be consulted in matters which have a bearing upon their employment and working conditions within that establishment in accordance with a code of practice to be drawn up by the Joint Committee established under Clause 8.
7. With regard to Bridlington Principle 5, both Associations have agreed as follows;
 - (i) The NAS recognise that the ATTI have the majority interest in the field of further and higher education;
 - (ii) The ATTI recognise that for reasons previously stated the NAS have a minority interest in the field of further education;
 - (iii) Because the NAS have members in further and higher education as stated in paragraph 6 above they will naturally produce policy statements on matters affecting further education.
 - (iv) Neither Association will commence organising activities in any college where the other Association has secured organisation, unless by arrangement with that Association.

Notes on Paragraph 7

- I. The term "commence organising activities" shall be understood to refer to any form of acceptance of an individual into membership. Thus it refers not only to acceptance of an individual as part of a recruitment campaign, but also to acceptance of unsolicited applications for membership.

Document C. Continued.

- II. It is accepted that an individual may have a strong personal preference towards joining a particular Association which may not however have organising rights at the college in which he is employed. In such circumstances the Association to which he has applied shall raise the matter with the other Association. If the other Association do not at that stage agree that the applicant should be accepted by the Association to which he has applied, the matter shall be dealt with by the Joint Committee referred to in paragraph 8.
8. The two Associations have agreed to the setting up of a Joint Committee in which the ATTI will have a majority interest. The purpose of this Committee will be to keep continually under review and make recommendations on:
- (i) Matters of common interest with the TUC;
 - (ii) Matters of common interest in education;
 - (iii) Closer cooperation between the two Associations;
- and to consider and decide on:
- (iv) Any cases referred to it under paragraph 7 (iv) above.
9. Both Associations will do their utmost to ensure that the terms and conditions of this agreement are adhered to. Any differences which arise concerning the interpretation and application of the agreement shall be the subject of discussions between national representatives of the two Associations and neither Association will take unilateral action in respect of the issue in dispute. In the event of agreement not being reached the issue shall be referred to the TUC.
10. The operation of this agreement will be open to joint review and should either Association propose any changes in the agreement, they shall notify the other in writing and, if necessary, a meeting shall be held to discuss the proposed changes. In the event of agreement not being reached on any proposed changes the matter shall be referred to the TUC.

Document D. Inter-union Agreement: Union of Shop, Distributive and Allied Workers and Transport and General Workers Union. 1973.

1. The purpose of this agreement is to establish the greatest measure of co-operation between the respective Unions and to effectively resolve differences that may arise from time to time between both parties.

Document D. Continued.

2. Both parties emphasise the importance of speedily settling differences that may arise at District or Regional level thus avoiding the need for references to the Head Offices of the Unions.

3. Where in any district a difficulty arises relating to membership or organisational rights the District Officers of both Unions will seek to resolve the problem by telephone, correspondence or joint discussions.

4. If the District Officers fail to settle the matter and further consideration is desired a meeting shall be arranged at Regional level attended by the appropriate Regional Secretaries of the Unions and such other officials required to assist.

5. Where agreement cannot be reached at Regional level agreed notes must be submitted to the respective Head Offices setting out the principal facts and the points of disagreement.

6. The respective Head Offices being assured that every effort has been made to resolve the difficulty at the District and Regional levels, shall meet to consider and examine the problem and conflict of interests arising with a view to reaching a mutually acceptable solution.

7. If after investigation both parties are unable to resolve the difference, they may consider inviting a member of the TUC General Council to assist in finding a workable solution.

Document E. Inter-union Agreement: Transport Salaried Staffs Association and National Union of Railwaymen. 1952.

1. Neither Organisation should accept a member of the other Organisation without enquiry being made to the Headquarters of the "parent" Organisation to ascertain that there were no objections to the man transferring his membership.

2. The Organisation receiving the application for membership should allow the "parent" Organisation reasonable time to contact the applicant with a view to persuading him to retain his original membership, and should inform their branches concerned that this is being done and that the applicant should be advised to continue his contributions to the "parent" Organisation until his application for transfer has been approved. It is understood that the applicant will be seen by the representative of the "parent" Organisation with the minimum of delay.

3. Objections to the acceptance of an applicant should not be pressed by the "parent" Organisation to the point of making the man become a non-unionist in order to join the other Organisation as such. This, of course, is not to apply in cases where the member is (a) under discipline; (b) engaged in a trade dispute; (c) in arrears with contributions; i.e. cases covered by Clause 4 of the Bridlington Congress (1939) Recommendations.

Document E. Continued.

4. Whilst the intention is to conform with the spirit of the T.U.C. Bridlington Recommendations, the obligation under the latter for a Union to reply within 14 days is not to apply.

Document F. Inter-union Agreement: National Society of Operative Printers and Assistants and National Union of Journalists. 1949.

1. There shall be full and frank recognition of all cards in existence.
2. If a member of one of the organisations owing to change of occupation becomes eligible for membership of the other organisation, such member shall be transferred and shall be credited by the new Society with all membership in the former Association. No member of either Society shall be accepted into the other Society in any circumstances except by direct transfer between the respective General Secretaries after provisional acceptance by the Branch Committee, and only when he is clear on the books of the transferring Society.
3. A member of the National Society of Operative Printers and Assistants on entering journalism shall be given a temporary membership card of the National Union of Journalists for twelve months during which period he shall maintain his membership of and his title to benefits from NATSOPA, and the N.U.J. will accept responsibility for his trade protection. At the expiry of the twelve months, if he is still in journalism, he shall be transferred to the N.U.J. in accordance with the terms of paragraph 2 of this agreement, and shall become entitled to all the benefits of that Union as if he had been a probationary member for twelve months. During the period wherein he has temporary membership of the N.U.J., contributions shall continue to be paid through the channels of the N.S.O.P. & A., but the N.U.J., F.O.C. or Chapel officials shall have the right during that period to inspect the contribution card of the member at any time.*
4. Inasmuch as the parties to this agreement cater for well-defined Sections, it is agreed that neither organisation shall accept into membership anyone who is eligible for membership of the other organisation. Any question of eligibility shall be referred to the respective Branch Committees and, if they fail to agree, the matter shall be decided by a Committee of Reference, appointed by both Societies and consisting of three members from each Society.
5. The Committee of Reference shall meet within seven days of an application for such meeting. Failing a meeting within that time, unless a later meeting is mutually agreed to, or failing a settlement when the meeting is held, the point or points of difference shall be submitted to the Executive Council of the Local Federation, and failing settlement by that body, to the Executive of the National Federation, whose decision shall be accepted by both sides as final.

Document F. Continued.

* Addendum agreed between the Union and the Society dated 5th January 1955:

Insofar as Clause 3 refers to the transfer to the N.U.J. of members of Natsopa on entering journalism it is agreed that members of Natsopa affected by the agreement who have had such previous journalistic experience as satisfies the N.U.J. that they are qualified for probationary or full membership of the N.U.J. shall be transferred to the N.U.J. in the appropriate category of membership, and the provisions of the first sentence of clause 3 shall not apply in such cases.

Document G. Inter-union Agreement: Transport Salaried Staffs Association and Association of Scientific, Technical and Managerial Staffs.* 1974.

In an endeavour to avoid disputes regarding membership and transfers between the Association of Scientific, Technical and Managerial Staffs and this Association discussions have taken place at National level.

It has now been agreed that since both unions are represented on the R.W.S.S.J.N.C. there will be freedom of choice for individuals between our two unions. This arrangement will be subject to the Bridlington Principles and accordingly transfers will not be accepted in respect of members in arrears or under discipline.

Furthermore neither of the two unions should canvass the membership of the other.

This arrangement relates to the area of employment covered by the R.W.S.S.J.N.C.

This agreement does not alter in any way the standing instruction to branches that all applications for membership from present or previous members of another trade union must be forwarded to this office for clearance before being processed on the four weekly financial statement.

Finally, I would remind branches the agreement reached does not give T.S.S.A. branches the right to canvass existing members of A.S.T.M.S. employed within the area of employment covered by the R.W.S.S.J.N.C.

* [The agreement as presented here was originally in the form of a correspondence from D.A. Mackenzie, General Secretary of the TSSA, to his union's Executive and Branches.]

Document H. Inter-union Agreement: National Union of Journalists and Greater London Council Staff Association. 1970.

Press Officers employed by the GREATER LONDON COUNCIL/INNER LONDON EDUCATION AUTHORITY

It is agreed between the NATIONAL UNION OF JOURNALISTS and the GREATER LONDON COUNCIL STAFF ASSOCIATION that as from and including 1 July 1969

(i) Press Officers will not be recruited directly into membership of the GREATER LONDON COUNCIL STAFF ASSOCIATION. The GREATER LONDON COUNCIL STAFF ASSOCIATION would encourage those working in NATIONAL UNION OF JOURNALISTS qualifying employment to become members of or to retain membership of the NATIONAL UNION OF JOURNALISTS. Existing members of the GREATER LONDON COUNCIL STAFF ASSOCIATION would be allowed to continue as such, if they were unwilling to transfer to the National Union of Journalists.

(ii) A capitation fee of 3 pounds per annum will be paid by the NATIONAL UNION OF JOURNALISTS to the GREATER LONDON COUNCIL STAFF ASSOCIATION in respect of every Press Officer who is a member of the NATIONAL UNION OF JOURNALISTS. The capitation fee would be payable in advance on 1 January each year and there will be an initial payment of 30s. to cover the period 1 July 1969 to 31 December 1969.

(iii) Press Officers in respect of whom a capitation fee is received by the Association will be in full membership of the Association, and entitled to participate fully in its affairs and activities, and to benefit similarly from such facilities as the distribution of the staff magazine 'London Town' to members, and enjoy special trading facilities available to members.

(iv) The NATIONAL UNION OF JOURNALISTS would maintain Chapel Organisation with which the GREATER LONDON COUNCIL STAFF ASSOCIATION would consult in respect of matters affecting its field of employment and would invite the Chapel to provide a representative to attend any discussions with Management up to, but not necessarily including Whitley Council level.

(v) This Agreement will require 3 months notice of termination or revision by either side.

Document I. Inter-union Agreement: Transport and General Workers Union and National Union of Agricultural Workers. 1946.

It is agreed as follows:

(1) That the two Unions shall respect each other's membership.

Document I. Continued.

- (2) (a) That neither union shall seek to encourage Members of the other Union to cease their membership or transfer. Neither shall the fact that a Branch or a number of Members of either Union being established in any place be used as a reason for soliciting the Members of the other Union who may live or go to live in that place to transfer.
- (b) Whilst recognising that cases may arise where a transfer should take place the principle is accepted that no such transfer shall become effective without prior agreement between the respective Head Offices.
- (3) That in connection with the development of organisation where an applicant for membership of one of the Unions discloses on his application form that he has been a Member of the other Union at any time during the course of the preceding twelve calendar months, such applicant shall only be admitted after consultation and agreement with the Head Office of which the applicant has been a Member.
- (4) That it shall be regarded as being essential to the continuance of harmonious relations between the two Unions that all Officials must recognise the other Union's membership card as being sufficient evidence of Trades Union membership and solidarity.

Document J. Inter-union Agreement: Society of Lithographic Artists, Designers, Engravers and Process Workers and National Union of Journalists. 1957.

1. It is agreed that neither organisation shall accept into membership anyone who is eligible for membership of the other organisation. Any question of eligibility shall be referred to the respective Branch Committees, and if they fail to agree, the matter shall be decided by a Standing Joint Committee to which each organisation shall appoint three representatives.
2. If a member of one of the organisations is obliged to transfer membership to the other owing to inter-Union Demarcation Agreements such member shall be transferred under the general supervision of the Standing Joint Committee and be credited with the length of membership in the former Society.
3. Transfers of S.L.A.D.E. & P.W. members to the N.U.J. shall be covered by the following arrangements, subject to the transferring member being clear on the books and in benefit with the S.L.A.D.E. at date of transfer:
 - (a) They shall be transferred to the N.U.J. as Full Members and contributions to the N.U.J. shall be according to the N.U.J. Rules.

Document J. Continued.

- (b) There shall be no Transfer or Entrance fee.
 - (c) Qualification period of N.U.J. membership prior to entitlement to benefit shall be waived, and such transferring members shall be credited by the N.U.J. with their current period of continuous full membership with the S.L.A.D.E. & P.W.
 - (d) S.L.A.D.E. & P.W. Superannuation and Pension Fund. Such Transferring Members wishing to retain Superannuation and Pension rights with the S.L.A.D.E. & P.W. may do so in accordance with the terms of S.L.A.D.E. & P.W. Rules.
4. Transfers of N.U.J. members to S.L.A.D.E. & P.W. shall be governed by the following arrangements, subject to the transferring Member being clear on the books and in benefit with the N.U.J. at date of transfer.
- (a) S.L.A.D.E. & P.W. contributions shall be as per Rule Book according to the transferring member's age on entry to the N.U.J.
 - (b) Entrance fee shall be waived.
 - (c) Qualification period of S.L.A.D.E. & P.W. membership prior to entitlement to benefit shall be waived.
 - (d) Superannuation and Pension. Transferring members who are over the age of 40 on the date of transfer (and who have a Pension entitlement with N.U.J.) shall be entitled to participate in S.L.A.D.E. & P.W. Superannuation and Pension Fund, subject to satisfactory arrangements being completed with N.U.J. for the transfer to S.L.A.D.E. & P.W. Pension Fund of an amount of money equal to the member's Pension Contributions for those weeks of his age which are in excess of 39 years and 51 weeks.
5. The Standing Joint Committee shall meet within 14 days of an application for such meeting. Should such a meeting not be arranged, or fail to resolve the difficulty, the question shall be submitted to the P. & K.T.F. arbitration.

Document K. Inter-union Agreement: Society of Lithographic Artists, Designers, Engravers and Process Workers and National Union of Journalists. 1957.

It is agreed between the Society and the N.U.J. that Cartoonists, caricaturists, fashion and editorial layout artists, other illustrators employed in newspapers, or those periodical houses listed and agreed between the two unions whose work is related to depicting current events, shall be members of the N.U.J. All other artists whether they work on paper, photographs or metal, shall be members of the Society of Lithographic Artists.

Document L. Inter-union Agreement: Society of Lithographic Artists, Designers, Engravers and Process Workers and National Union of Journalists. 1957.

1. It is agreed that the operation of Electronic Engraving Machines is the work of members of the Society of Lithographic Artists, Designers, Engravers and Process Workers subject only to the following exception:-

In Newspaper Offices where there is no Process Department and where the machine is operated on a part-time basis solely for the production of editorial blocks, the operation of the machine may, by agreement between the parties to this Agreement, be undertaken by a member of the National Union of Journalists.

2. Any member of the National Union of Journalists engaged for part of his time on operating an Electronic Engraving Machine shall become an Associate Member of the Society of Lithographic Artists, Designers, Engravers and Process Workers and the National Union of Journalists shall pay a nominal annual fee of 10s. to the Society of Lithographic Artists, Designers, Engravers and Process Workers on his behalf, for which an Associate Membership card shall be issued.

3. The contracting of Agreements in respect of wages and working conditions of those operating the machines shall be the responsibility of the Society of Lithographic Artists, Designers, Engravers and Process Workers, but it is recognised that the National Union of Journalists shall co-operate in ensuring that their members so employed shall receive not less than the appropriate S.L.A.D.E. & P.W. Trade Agreement rates and conditions.

Document M. Inter-union Agreement: Association of Cinematograph Television and Allied Technicians and National Union of Journalists. 1963.

Preamble: Both Unions agree that it is to their joint interests that they continue to co-operate in the closest harmony and with mutual support, and that they work together and assist each other.

In order to avoid any possible conflict it is agreed to enter into this Agreement which is in no way intended to alter the broad demarcation lines between their organisational scopes in independent television which both unions agree shall continue as heretofore.

1. This agreement only applies to independent television and does not extend to the British Broadcasting Corporation, cinematograph or agency film productions.

2. Each union recognises the existing agreements with the Independent Television Companies Association (including I.T.N.), as broadly defining the scope within independent television of each union and this agreement is made within the context of these agreements.

Document M. Continued.

3. (a) In the event that the full-time A.C.T.T. unit of a programme contractor or Independent Television News cannot perform an assignment, or the locally accredited A.C.T.T. "stringers" cannot perform it, the assignment shall wherever possible be covered by another available A.C.T.T. member.
 - (b) Anyone who operates any cine film or television equipment shall be a member of the A.C.T.T. and to facilitate the policy A.C.T.T. will raise no unreasonable objection for applications for membership from members of the N.U.J. to do occasional Newsreel work as Stringers under Rule 10(c).
 - (c) Conversely, the N.U.J. will raise no unreasonable objection to applications to join from members of the A.C.T.T.
 - (d) Both Unions are opposed to one individual performing on the same assignment jobs which should be done separately by an A.C.T.T. and an N.U.J. member.
 4. (a) In relation to programmes for independent television (i.e. excluding B.B.C. cinema production and agency work) the present position as regards programme content and Trade Union membership shall continue to apply in respect of news bulletins, topicality and news magazine programmes.
 - (b) It shall normally be the job of an N.U.J. member to operate in independent television news, topicality and news magazine programmes as a programme editor, correspondent, commentator and sub-editor of news. The N.U.J. does not, in any sense, claim to organise Producers and Directors.
- This clause shall in no way affect any arrangement or understanding which may exist or may be reached between British Actors' Equity Association and the N.U.J. in respect of any of the categories referred to.
5. Having regard to the foregoing clauses, newcomers to independent television after the date of signature of this agreement shall be members of their appropriate Trade Union but in all suitable cases neither union will object to dual membership.
 6. A joint committee of three members of each union shall meet as and when requested by either union to discuss any matter arising from the agreement or any other issue of mutual concern.
 7. This agreement shall continue in force until terminated by three months' notice on either side.

Document N. Inter-union Agreement: National Graphical Association and National Union of Journalists.
1975.

NGA-NUJ Joint Technical Committee.

Terms of Reference and Progress Report.

Terms of Reference. The purpose of the Committee is to maintain liaison between the National Graphical Association and the National Union of Journalists in order that technological developments in the newspaper industry can be kept under review, particularly with regard to the introduction of electronic and photo-electronic processes, so that questions of demarcation of work and trade union jurisdiction, where there are mutual interests, can be resolved in advance and general principles laid down.

Definition of NGA work. The NUJ has agreed that the following operations are the work of NGA members:

- (1) any operation involving the setting, proof-reading and assembly of type.
- (2) any operation which is the equivalent or counterpart of setting, proof-reading and assembly of type.
- (3) any operation which involves the final preparation of the printing surface other than by photographic means.
- (4) any operation which involves the use of a keyboard for the transmission of data and the reception and distribution of such data.
- (5) the transmission of documents or whole pages of type-set and proofed material by facsimile reproduction.
- (6) the conversion of copy in the form of magnetic or punched tape or direct impulse for in-line input into data processing or typesetting equipment.
- (7) any operation which involves the preparation of final copy in a form compatible with the electronic counterpart of typesetting, i.e. Optical Character Recognition.
- (8) any operation which involves the transmission of photographic prints and the reception and distribution of the same.

Shared Work in Borderline Areas. The Committee has agreed that strict demarcation can be relaxed in the following areas:

- (1) the NGA accepts that NUJ members can transmit copy by keyboarding or by document facsimile reproduction providing that the volume of work is not sufficient to require the establishment of a separately manned transmission section.
- (2) the NUJ agreed that graphic design devices such as Letra-set are to be regarded as the counterpart of type except where an element of originality is imported into the design by additional art work in which case it becomes the work of an editorial artist who may be a member of the NUJ.

Document O. Inter-union Agreement: General and Municipal Workers Union and Transport and General Workers Union. 1966.

CONSTITUTION OF A JOINT RELATIONS COMMITTEE

1. There shall be a Joint Relations Committee.
2. It shall meet annually. Additional meetings shall be called when and as required.
3. The Joint Relations Committee shall consist of . . . representatives from each Union.
4. There shall be a Chairman and Secretary, who shall constitute the officers. No Union shall fill more than one officership. The officerships may or may not be rotated annually between the Unions.
5. Decisions of the Committee shall be minuted.

STATEMENT OF OBJECTIVES

In order to facilitate and further the interests of the two organisations, with the express purpose of reducing friction, and minimising causes of friction, between them, it has been agreed to establish a Joint Relations Committee (henceforth known as J.R.C.).

The J.R.C. will deal with any problems in which conflict of interests may arise and will mutually arrange such differences to the satisfaction of the parties concerned.

It is accepted that the furtherance of trade union principles shall be greatly assisted by an extension of the spirit of co-operation between our respective Unions.

Co-operation can be demonstrated in the following practical ways:

- (i) Mutual association in both organising and negotiating activities.
- (ii) The elimination of poaching of each others members.
- (iii) The reciprocal recognition of each others membership cards.
- (iv) The respecting of each others preserves - where one Union has secured negotiating control, the other Union to refrain from organising activity.

SCOPE OF JOINT RELATIONS COMMITTEE

The scope of the J.R.C. will extend to the matters outlined below:

Transfers of Membership Members transferring between Unions shall do so without loss of benefit. To this purpose, an examination is desirable of scales of benefit and rules governing their administration with a view to producing a scheme of transfer that is mutually satisfactory.

Organisational Rights and Spheres of Influence The question of majority organisational rights in companies, industries, local authorities, etc. shall be dealt with as they arise.

Document C. Continued.

Each Union may, however, submit a statement to the other Union in cases where it wishes to make a claim for an exclusive sphere of influence untrammelled by competition or interference from that other Union in respect of membership/organisational questions.

Joint Promotion of Members' Interests Occasion may arise in which the signatory unions are jointly interested in a company, industry, etc. and with a view to promoting a national agreement for that company, industry etc. may wish to co-operate in the preparation and examination of essential information, e.g. membership statistics.

APPENDIX A: PROCEDURE FOR TRANSFERS

1. No Union shall accept into membership members of another Union without an agreed transfer.
2. A member wishing to transfer to another Union must contact his branch secretary to make the request.
3. The branch secretary must submit the application to district or area office with details of the member's name and address and, whenever possible, the name of the branch in the transferee Union to which the applicant desires to be transferred.
4. The application must be accompanied by a statement from the branch secretary to the effect that the member is not in arrear of contributions.
5. The reason for transfer must be ascertained.
6. The applicant must be informed of any objection to his transfer.
7. If the applicant believes his application has been unreasonably refused he has right to appeal to district or area office.

APPENDIX B: PROCEDURE FOR DISPUTES

1. If an Officer, in the course of his organising duties, encounters difficulty due to alleged poaching by a Union party to this agreement, the following steps shall be taken.
2. In the first place, he shall try to resolve the matter with his appropriate opposite number in the other Union as soon as he feels certain that that Union has taken members of his Union into membership.
3. He shall do this either through (a) correspondence (b) discussions face to face, or (c) discussion by telephone.
4. In the second place, if there is failure to reach settlement, he shall submit a report to his area or district secretary.
5. The area or district secretary shall try to resolve the matter with this appropriate opposite number in the other Union in the way he considers best.
6. If there is again failure to reach settlement a reference shall be made to national level supported by a full case statement setting out all relevant particulars.
7. If, at national level, the matter cannot be resolved by procedures short of submission to the J.R.C., it shall be referred to the J.R.C.

Document O. Continued.

APPENDIX C: ORGANISING PROTOCOL

1. If a Union commences organisation and establishes itself at a new factory or works, the other union, on being so informed, shall not intervene.
2. If a Union fails to establish itself successfully at a new factory or works then, by agreement, the other Union shall receive permission to attempt organisation.

Document P. Inter-union Agreement: General and Municipal Workers Union and Transport and General Workers Union. 1971.

1. The purpose of this agreement is to establish the greatest measure of co-operation between our respective Unions and to effectively resolve differences that may arise from time to time between both parties.
2. Both parties emphasise the importance of speedily settling differences that may arise at District or Regional level thus avoiding the need for references to the Head Offices of the Unions.
3. Where in any district a difficulty arises relating to membership or organisational rights the District Officers of both Unions will seek to resolve the problem by telephone, correspondence or joint discussions.
4. If the District Officers fail to settle the matter and further consideration is desired a meeting shall be arranged at Regional level attended by the appropriate Regional Secretaries of the Unions and such other officials required to assist.
5. Where agreement cannot be reached at Regional level and either party wishes to refer the issue to the National Relationship Committee agreed notes must be submitted to the respective Head Offices setting out the principle facts and the points of disagreement.
6. The Committee, being assured that every effort has been made to resolve the difficulty at the District and Regional levels, shall meet to consider and examine the problem and conflict of interests arising with a view to reaching a mutually acceptable solution.
7. If, after investigation of the difference, the National Joint Committee are unable to resolve the difference the Committee may consider inviting a member of the TUC General Council to assist in finding a workable solution.

APPENDIX B**INTERVIEWS**

Amalgamated Union of Engineering Workers: Mr. L.F. Spackman,
Area Organiser, 10 December 1974; Mr. E. Roberts,
Assistant General Secretary, 29 May 1975.

Associated Society of Locomotive Engineers and Firemen:
Mr. R. Buckton, General Secretary, 15 April 1975.

Association of Cinematograph, Television and Allied Technicians:
Mr. K. Roberts, Organiser, 11 April 1975.

Association of Patternmakers and Allied Craftsmen: Mr. D.
Stoddart, Assistant General Secretary, 17 December 1974.

Association of Professional, Executive, Clerical and Computer
Staff: Mr. J.D. Lapish, Executive Secretary, 5 December
1974.

Association of Scientific, Technical and Managerial Staffs:
Mr. D. Griffith, Administrative Assistant to the
Assistant General Secretary, 8 January 1975;
Mrs. M. Turner, Assistant General Secretary,
8 January 1975.

Association of Teachers in Technical Institutions: Mr.
P. Dawson, Negotiating Secretary, 28 January 1975.

British Actors Equity Association: Mr. C. Snitcher, Senior
Assistant Secretary, 7 April 1975.

Civil and Public Services Association: Mr. G. Challis,
Assistant Secretary, 20 January 1975.

Civil Service National Whitley Council: Mr. P.D. Jones,
Secretary to the Staff Side, 11 April 1975.

Civil Service Union: Mr. J.O.N. Vickers, General Secretary,
6 June 1975.

Confederation of Health Service Employees: Mr. T.E.
Malinson, National Officer, 18 February 1975.

Greater London Council Staff Association: Mr. P. Seares,
Assistant Secretary/Organiser, 4 April 1975.

Inland Revenue Staff Federation: Mr. F. Swift, Deputy
General Secretary, 15 April 1975.

Iron and Steel Trades Confederation: Mr. R.L. Evans,
Assistant General Secretary, 17 December 1974.

Merchant Navy and Airline Officers Association: Mr. T.
Goff, Research Officer, 14 April 1975.

- National and Local Government Officers Association:
Mr. W.A. Widden, Senior Assistant Organising Officer,
4 November 1974.
- National Union of Agricultural and Allied Workers: Mr. A.
Leary, Head of the Organising Department, 9 April
1975.
- National Union of Bank Employees: Mr. J. Robinson, Research
Officer, 7 April 1975.
- National Union of General and Municipal Workers: Mr. W.J.
Biggin, National Industrial Officer, 21 July 1975.
- National Union of Journalists: Mr. G. Viner, Training and
Research Officer, 16 April 1975.
- National Union of Public Employees: Mr. J.D. May, Assistant
General Secretary, 4 April 1975.
- National Union of Railwaymen: Mr. R.J. Tuck, Assistant
General Secretary, 10 December 1974; 16 January 1975.
- National Union of Sheet Metal Workers, Coppersmiths, Heating
and Domestic Engineers: Mr. L.G. Guy, Assistant
General Secretary, 9 April 1975.
- Post Office Engineering Union: Mr. A. Ferguson, General
Treasurer, 10 April 1975.
- Society of Civil Servants: Mr. G. Gillman, General Secretary,
8 January 1975.
- Society of Graphical and Allied Trades: Mr. H.W. Miles,
General Officer, 15 January 1975.
- Tobacco Workers Union: Mr. C.D. Grieve, General Secretary,
28 January 1975.
- Trades Union Congress: Mr. M. Cannell, Assistant Secretary
of the Organisation and Industrial Relations
Department, 17 January 1975.
- Transport and General Workers Union: Mr. D. Buckle, Oxford
District Secretary, 19 November 1974; Mr. M. Evans,
National Organiser, 14 April 1975.
- Transport Salaried Staffs Association: Mr. F.H. Perry,
Finance and Organising Officer, 10 April 1975.
- Union of Construction, Allied Trades and Technicians:
Mr. T. Graves, National Officer, 31 December 1975.
- Union of Shop, Distributive and Allied Workers: Mr. J.D.
Hughes, Chief Organising Officer, 15 January 1975.
- United Road Transport Union: Mr. A. Taysome, Divisional
Officer, 28 November 1974.

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