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E(81)114

COPY NO 66

20 November 1981

CABINET

MINISTERIAL COMMITTEE ON ECONOMIC STRATEGY

ARBITRATION ARRANGEMENTS IN THE PUBLIC SECTOR

Memorandum by the Secretary of State for Employment

I was invited by the Prime Minister to co-ordinate a further review of arbitration arrangements in the public sector.

2 We looked at the arrangements in the public services about a year ago. In consultation with other departments my officials have now examined in detail the latest position in the public services; and have extended this examination to cover the public trading sector. Their report is attached.

3 The report shows that whilst formal arbitration arrangements are widespread the extent to which they are used, at least to settle major pay disputes, varies considerably between the groups. However, during this pay round and the next it is conceivable that the unions, especially those in a weak bargaining position, will seek arbitration more often - as a perceived way round cash and external financing limits.

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4 My own view is that employers can rarely be justified in asking third parties to determine their pay bill, and that in general arbitration is best avoided. I accept, however, that there can be particular situations where it may be a better risk than a damaging strike.

5 The crucial issue is the question of access. Employers should not get themselves into a position where they can be required to go to arbitration when it does not suit them to do so. We concluded a year ago that the arrangements for each group should, except in special circumstances, provide for arbitration only with the consent of both sides. I am sure this was right. I therefore endorse the specific proposals for further action in paragraph 16 of the attached report.

6 When an employer, on a careful assessment of the particular situation, has opted to go to arbitration it is firmly his responsibility to agree suitable terms of reference, to ensure that the arbitrator is put in a position of being able to take fully into account what can be afforded, and to submit persuasive evidence. As against this I see no practical value in seeking to impose statutory duties on arbitrators which at best could only be declaratory and would carry the evident objections of principle and practicality detailed in paragraph 5 of the report by officials.

7 I invite colleagues to endorse the proposals in paragraph 16 of the attached report and to consider what action they might take.

Department of Employment
20 November 1981

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ARBITRATION ARRANGEMENTS IN THE PUBLIC SECTOR
Note by the Department of Employment

INTRODUCTION

1 This note reviews arbitration arrangements in both the public services and the public trading sector (excluding Northern Ireland). Arrangements in the public services were reviewed about a year ago (E(80)37th and 43rd meetings; E(81) 1st meeting; and E(PSP)81 3rd meeting). Ministers then agreed that, except in special circumstances, access to arbitration without the consent of the employer was undesirable. This was publicly stated to be the Government's view (Hansard, 16 Jan. 1981, Col 665); and steps were taken to remove unilateral access in some public services.

GENERAL CONSIDERATIONS

2 Arbitration is essentially a voluntary process - an optional extension of free collective bargaining. As such it has long played a useful role both in the public and private sectors. It can be a means of avoiding or resolving damaging disputes, not just over major pay claims but also over a range of other, often detailed, matters. It can therefore serve the interests of both employers and unions. Experience is that awards frequently come down in the employers' favour. But it is important that arrangements for arbitration should not weaken the employer's negotiating position by always providing an appeal to a third party to seek an improvement to a "final offer". In the public sector this puts at risk cash limits and external financing limits. In particular Ministers have been concerned that employers should not be forced to arbitration; and have doubted whether arbitrators always take proper account of what the employer can afford to pay and of the wider national interest.

3 The only sure way for employers to avoid the risk of awards they cannot afford is to refuse to go to arbitration. It follows that arbitration should not take place without their consent, but only on mutual agreement. It should be considered only when it is clearly the best of the options in the circumstances of a dispute and when employers are prepared to accept the outcome. This means that employers should not be party to agreements which bind them in advance to go to arbitration if negotiations fail to secure a settlement. As Ministers

have already concluded, it is generally desirable that arbitration agreements should reflect the duty laid on ACAS (which does not itself arbitrate) to provide for arbitration only by mutual consent. Subject to this crucial safeguard, both parties should regard the outcome as morally, although not necessarily legally, binding. Otherwise the process cannot properly be described as arbitration. If awards are not regarded as binding, the role of a third party is essentially only advisory. In some circumstances this process can be found useful, but is not properly a matter for a standing agreement. These principles may not be universally applicable. Special considerations apply, for example, in the case of the Civil Service where there are special constitutional relationships, and in the case of the police who cannot strike.

4 It is clearly essential for an arbitrator to take fully into account what an employer can afford to pay. A first safeguard is to ensure that the terms of reference on any issue for arbitration must be mutually agreed. (ACAS will not arrange arbitration unless there is such agreement). The employer can thereby insist, as necessary, that terms of reference require the arbitrator specifically to take this consideration into account. Secondly, it is the responsibility of the employer to ensure that where this consideration is relevant (as it usually will be) persuasive evidence is presented to the arbitrator. Arbitrators are most unlikely to ignore or lightly disregard such important evidence.

5 It is sometimes suggested that arbitrators should be placed under a statutory duty to take account of, or not to award more than, what an employer can afford to pay; and to take account of the national interest. This raises formidable objections of principle and practicality. It would seem illogical and inconsistent to impose statutory constraints on arbitrators which are not imposed on negotiators. It would conflict with the principle that negotiating parties should be free to make, and to carry the responsibility for, their own arrangements for settling their differences. And since an arbitrator can be anyone invited by the parties to pronounce on their differences it is difficult to see how such a duty could be framed, let alone enforced. In any event it is clear that if an employer has made a "final offer" to the very limit of what can be afforded he should not agree to arbitration in the first place. Where an employer opts for arbitration the concept of affordability can rarely provide absolute test for an

arbitrator. There must often be room for argument on what can be afforded. Such a duty would be at best declaratory. Similar objections apply to placing on an arbitrator a duty to take account of the wider national interest. Moreover only the Government could give evidence as to the national interest, and this could drag the Government into disputes to which it was not a party, expose to questioning by the arbitrator the precise relevance of its evidence to the particular case, and associate it with the outcome.

CURRENT ARRANGEMENTS AND PRACTICE

6 All the current arbitration arrangements for the main groups in both the public services and the public trading sector have been reviewed, on information provided by the sponsor Departments. They are described in the annexes to this note.

7 For some groups there are no formal arbitration arrangements. These include the industrial Civil Service, employees of the Civil Aviation Authority, Local Authority manual workers, most NHS employees, most employees of the British Steel Corporation, and manual employees of British Shipbuilders. Arbitration for these groups would therefore be on an ad hoc basis with the arrangements and terms of reference mutually agreed at the time.

8 Most groups however have formal arrangements, usually the result of voluntary agreement, although some have a statutory origin in the sense that the nationalisation statutes require bargaining procedures, including arbitration procedures, to be agreed. While formal arrangements are therefore common, many of them have not been used in recent years to settle a major pay dispute; and in some cases have never been so used.

9 Unilateral access to arbitration still exists in some of the public services and is widespread in the trading sector. With very few exceptions, awards are regarded as binding by both sides whatever the formal terms of the arrangements.

10 None of the arrangements (except the statutory provisions concerning public bus operators which are discussed later) prevents employers presenting arguments about what they can afford. The extent

to which terms of reference need to be agreed tends to depend on whether the agreement provides for unilateral or mutual access.

GENERAL ASSESSMENT

11 The broad conclusion must be that the main defect in many current arrangements is that they provide unilateral access to arbitration; and that this right should be re-negotiated or if necessary withdrawn. Without this, arbitration may often frustrate the possibility of a negotiated agreement with the employer standing firm on a final offer. It cannot be assumed that unions will not try to use arbitration more often than in the past. Nor should too much reliance be placed on the argument that those agreements which provide for arbitration to be arranged by ACAS (which will not do so without the agreement of both sides) reduce the risk of enforced arbitration. As a matter of general principle, where a procedural agreement provides for unilateral access to arbitration an employer cannot justifiably seek to escape the commitment voluntarily made.

12 In contemplating action two general constraints must be borne in mind. Firstly, in nearly every case where the arrangements are unsatisfactory the Government is not itself the employer. Progress then depends on the Government's powers of influence and persuasion. Secondly, even when employers have been persuaded, progress is bound to be slow and influenced by the prevailing industrial relations climate in the industry. Re-negotiation will take time. Due notice, probably not less than six months, will need to be given before changes can be implemented unilaterally - even if this is not specifically required by the agreements. Given these constraints it must be doubtful whether changes could be implemented in time to affect this pay round; and for many groups it will be necessary to act quickly if changes are to affect the next round. Much will depend on the robustness of the employer - the recent action by the Post Office is a case in point.

SPECIFIC PROPOSALS

13 With this as background, the main groups with formal arrangements need to be considered on a case by case basis. The non-industrial Civil Service is not considered as no decisions can be taken until Megaw has reported.

14 The arrangements for the following groups seem satisfactory:

- (a) NHS Ancillary Staff
- (b) Primary, Secondary and further education teachers in England and Wales and, as from next January, Scotland.
- (c) British Airways
- (d) Coal
- (e) Electricity
- (f) British Shipbuilders

15 The police, and employees in the United Kingdom Atomic Energy Authority have unilateral access to arbitration. But Ministers have already decided that the arrangements for the police should not be changed as they are not allowed to strike; and that the arrangements in the UKAEA should not be changed unless it becomes apparent that they are being used in an unacceptable way.

16 In principle changes seem desirable for the following groups:

- (a) University Teachers: Ministers have decided in principle that an attempt should be made to change the present arbitration arrangements. The Secretary of State for Education and Science was asked to consider the most appropriate timing and tactics for negotiating a change.
- (b) Local Authority White Collar Staff and Craftsmen: GLC/ILEA White Collar Staff:

Ministers agreed earlier in the year (E(PSE)81 3rd Meeting) that there was little immediate prospect of persuading the employers to try to remove the rights of these groups to unilateral access to arbitration. The prospects are now probably even less favourable. However a further attempt might be considered.

- (c) The Fire Service: Indexation, which obviously reduced the risk of enforced arbitration, may not always continue. It may therefore be desirable to raise the question of trying to end the right of this group to unilateral access to arbitration with the employers in the context of the wider discussions envisaged in (b) above.

(d) Gas Supply: Long standing negotiated agreements with manuals and staff grades provide unilateral access to arbitration. Despite this however the unions have on each occasion consulted management when considering a reference to arbitration. In the absence of management agreement the unions have never exercised their unilateral rights. Nevertheless the Corporation might be encouraged to consider seeking to change the arrangements.

(e) Water: Ministers agreed earlier that an initiative to encourage the employers to end unilateral access to arbitration should not be considered until the plans for the statutory re-organisation of the industry had been settled. But as a Bill is delayed an initiative might be considered in advance of legislation once this year's wage negotiations have been concluded.

(f) British Rail, Clerical and Conciliation Grades: Access to arbitration which is often used to settle major pay disputes, can be unilateral and when it is British Rail, whilst not strictly bound by an award, are under severe pressure to implement it (eg earlier this year). They might be encouraged to seek to change this feature.

(g) London Transport Underground Staff: The arrangements are similar to British Rail's and, although arbitration has not often been used hitherto (as pay normally follows British Rail), in principle it would be desirable to seek to persuade the LTB to seek a change, in the context perhaps of the wider discussions with the local authorities envisaged earlier. But the prospects of success must be accounted small.

(h) Buses: The municipal bus companies, London Transport Buses, the National Bus Company, and the Passenger Transport Executives are subject to the provisions of Section 152 of the Road Traffic Act 1960 (now Section 28 of the Public Passenger Vehicles Act 1981). They are required to pay wages not less favourable than those paid by other employers in the industry, and the unions have unilateral access to arbitration by the Central Arbitration Committee on the issue. This is unsatisfactory. It is inconsistent with the repeal of Schedule 11 of the Employment Protection Act 1975 in the Employment Act 1980. The provisions should be repealed.

Otherwise the negotiated arrangements for the National Bus Company, London Transport Buses, and the municipal bus companies seem satisfactory. The position in the Passenger Transport Executives is that in practice arbitrations are arranged by joint reference to ACAS.

(i) British Steel Corporation: The only groups with formal arbitration arrangements are the National Union of Blast-furnacemen and the relatively minor staff grades. Although arbitration has been little used in the past, BSC might be invited to seek change.

(j) Post Office: Access to arbitration is currently unilateral; but the unions have recently been given the six months notice required to vary the agreement so that the findings of any arbitration tribunal would only be regarded as binding on the Post Office if both sides had agreed to the arbitration.

(k) British Telecom: Pending the negotiation of a new agreement, the arrangements remain the same as in the old undivided Post Office. The management know about the changes set in train in the new Post Office; but they might be encouraged to follow this example when negotiating their new agreement.

Department of Employment
20 November 1981

Non-Industrial Civil Service1 The Parties

Negotiation for the 530,000 non-industrial civil servants is between the official side and the nine civil service unions currently forming the Council of Civil Service Unions (FDA, SCPS, CPSA, CSU, IPCS, IRSF, POA, AGSRO and Association of HM Inspectors of Taxes).

2 Arbitration Arrangements

The Civil Service Arbitration Agreement is a voluntary collective agreement dating from 1925. It provides for a Civil Service Arbitration Tribunal with an independent chairman appointed by the Secretary of State for Employment and two other members, drawn from two panels nominated by the official side and the trade union side respectively. References are made by the Secretary of State for Employment at the request of either party (though for grades with pay above that of Principal the agreement of both parties is required and has rarely been given by the Official Side). The subjects which are arbitrable include the pay, hours and leave of groups of civil servants but not superannuation, grading and numbers. The Government has always reserved the right to refuse requests for arbitration on an issue which forms a major element of Government policy, even if the subject is arbitrable under the agreement. Under the Treasury Circular which announced the agreement the Government is pledged to give effect to awards, "subject to the overriding authority of Parliament".

3 History

The nature of the PRU system meant that while it operated arbitration cases on pay generally concerned the annual increases for groups of staff, rather than across the board increases for the whole non-industrial civil service. Of the last 16 awards made by the tribunal 10 have substantially or entirely supported the official side case and there have been few compromise awards. Government has refused arbitration on a number of occasions; for example in 1961 when the Government made clear that at a time of tight cash limits on public expenditure it could not agree to arbitration on the total cost of the settlement. This has not been challenged in the past but a court case is currently pending (*Bickerdyke v The Secretary of State for Employment*) following a refusal by the Secretary of State to refer an issue to arbitration

4 Assessment

Access to arbitration is in practice firmly under Government control and the Civil Service Department believe the official side has a full opportunity to present its case. IPCS has alleged that the present Tribunal favours the employer.

5 Ministerial Decisions

Ministers decided last year that any permanent changes in the arbitration arrangements should be made in the context of a wider review of Civil Service pay. This is now the subject of the Megaw Inquiry.

6 This Pay Round

The settlement date is 1 April 1982 and Government has already told the Civil Service Unions that it will accept recourse to arbitration in 1982 on the understanding that it reserves the right, if necessary, to ask the House of Commons to approve setting aside the Tribunal's award on the grounds of overriding national policy. The likelihood of arbitration taking place is very high.

7 Powers of the Minister

It would be possible for the Government to withdraw from or re-negotiate the Civil Service Arbitration Agreement, after giving reasonable notice.

INDUSTRIAL CIVIL SERVICE1 The Parties

Negotiations for 145,000 industrial civil servants are conducted by the Joint Coordinating Committee for Government Industrial Establishments (JCC). The employers are government departments (mainly MOD) and the Unions are AUEW, GMWU, TGWU, UCATT and EEPFU.

2 Arbitration Arrangements

There are no formal arrangements.

3 History

There has only been one reference to arbitration of a dispute arising from JCC pay negotiations in the last ten years. In 1972, an ad hoc board was set up by the Dept of Employment as a result of a Government offer to take the annual pay claim to arbitration. The arbitration found substantially in favour of the trade union case.

4 Assessment

Since there are no formal arrangements, all access to arbitration is by agreement between the 2 sides. It is also for agreement between the 2 sides whether the award should be taken as binding.

5 Ministerial decisions

There are no relevant decisions.

6 The pay round

The settlement date is 1 July. At a recent meeting with the trade unions the Civil Service Minister has stated that the process of improving the pay system could continue in bipartite discussions, taking account of the effects of the Megaw enquiry.

7 Power of the Minister

It is for Ministers to decide whether or not they wish to go to arbitration and on what terms.

The Parties(a) Primary and Secondary School Teachers in England and Wales

The pay of the 440,000 teachers in maintained primary and secondary schools is negotiated through the Burnham Primary and Secondary Committee established under the Remuneration of Teachers Act 1965 (RTA). The Committee consists of an independent chairman appointed by the Secretary of State for Education and Science, a Teachers Panel and a Management Panel. The Teachers Panel is composed of representatives of the main teacher unions (NUT, NAS/UWT, NAHT, AMMA, SHA, PAT and NATFHE). The Management Panel has a majority of representatives of the local authority associations together with two Department of Education and Science officials representing the Secretary of State. By agreement within the Management Panel, the Secretary of State has through his representatives a substantial (but still minority) vote in Panel decisions and a power to veto any proposed pay offer on grounds of aggregate cost.

(b) Further Education Teachers in England and Wales

The pay of the 30,000 further education teachers in maintained and assisted institutions is negotiated through the Burnham Further Education Committee. (Teachers in voluntary colleges which are grant-aided by the Secretary of State are outside the scope of Burnham, but by convention and as a condition of continued Government grant are paid on Burnham rates). The general arrangements for the Further Education Committee are the same as for the Primary and Secondary Committee, except that the unions represented on the Teachers Panel are NATFHE, APC, NSAE and AES.

2 Arbitration Arrangements

Arbitration arrangements are the same for both the above Committees. Access used to be unilateral, but in February 1981 the Secretary of State for Education and Science used his powers under Section 3 of the RTA to provide that access to arbitration in future should require the agreement of both Panels of a Burnham Committee. Arrangements for arbitration are now made through ACAS and the arbitrating body may consider any item reported by the independent chairman as

a matter on which the parties disagree. Under the RTA an arbitration recommendation is binding unless a positive resolution of both Houses of Parliament declares that national economic circumstances require that it be set aside: in that case the Secretary of State may substitute his determination by Order.

3 History

References to arbitration were quite frequent when there was unilateral access. Those included references on London Weighting as well as on the main pay claims. Arbitration has not been requested by the Teachers Panel since the access rules were changed.

4 Assessment

As noted, arbitration now requires the agreement of both sides. The local authority employer representatives have a majority on the Management Panel and so effectively decide whether arbitration is available to teachers. The balance of voting strengths is such that the Secretary of State's representatives, in combination with one of the two Local Authority Associations, can carry a vote against the other Association. There is no reason to believe that the management side is not given a full opportunity by arbitrating bodies to stress the importance of affordability.

5 Ministerial Decisions

The decision at E Committee on 14 January (E/81 1st meeting, Item 4, conclusion 1) to restrict access to arbitration has now been implemented for both school and further education teachers in England and Wales. No further decisions or actions are needed as regards those groups.

6 This Round

The next settlement date is 1 April 1982, although negotiations over the 1981 London Weighting claim are current and arbitration over this is possible. The prospects for arbitration on the main settlement in 1982 cannot be predicted at this time - much will depend on the settlements made with other groups, and on the local authorities' financial position and their relations with Government at that time.

7 Powers of the Minister

The power to make or revise arbitral arrangements rests with the Secretary of State for Education and Science after consultation with the interested parties. No further change is contemplated at present.

TEACHERS IN SCOTLAND OTHER THAN UNIVERSITY

The Parties

(a) Primary, secondary and further education college teachers

The pay of the 62,400 teachers employed by local authorities is negotiated by the Scottish Teachers salaries Committee (STSC). The Secretary of State for Scotland/the convention of Scottish Local Authorities are represented on the management side. Staff side representatives include the NAS/DWT, Educational Institute of Scotland, Scottish Secondary Teachers Association and Scottish Further Education Association.

(b) Central Institutions (offering degree courses outside the university sector)

The pay of the 1,300 full and part-time academic staff is negotiated by the Central Institution Academic Staff Salaries Committee (CIASSC) on which the Secretary of State and the Central Institutions governing bodies are represented on the management side and ASTMS and the Association of Lecturers in the Central Institutions are represented on the staff side.

(c) Colleges of Education

The pay of the 1000 teaching staff at colleges of education is negotiated by the National Joint Committee for Salaries of Academic Staff in Colleges of Education (NJC). The Secretary of State and the Colleges of Education governing bodies are represented on the management side and the association of lecturers in Colleges of Education in Scotland and the Association of Higher Academic Staff in Colleges of Education in Scotland on the staff side.

Arbitration arrangements

(a) STSC

The arrangements are statutory (Section 93(1) of the Education (Scotland Act 1980). The Secretary of State for Scotland lays down the arrangements by administrative document. This allows for unilateral access when all negotiation procedures are exhausted. Arbitrators are appointed by ACAS. Under section 96 of the Act, the arbitration award can be set aside only by affirmative resolution of both House of Parliament, if national economic circumstances so require.

(b) CIASSE and NJC

The arrangements contained in the constitution, which are the outcome of agreement in the committees, also involve unilateral access and reference to ACAS when all negotiating procedures are exhausted. The Secretary of State has power to set aside any award.

SCOTTISH EDUCATION3 History

Reference to arbitration on pay claims took place in the case of the STSC in 1980 and in the case of the NJC in 1980 and 1981; the award in each case was no higher than the latest management side offer. Full account was taken of the employer's ability to pay. Since 1976 4 other disputes have gone to arbitration from the 3 main committees. Two awards have followed the management view, one was a compromise and, in the fourth case, the staff side view prevailed.

4 Assessment

Access to arbitration is unilateral. However, ability to pay has been taken into account by arbitrators. On the whole arbitration has tended to favour the employer's position.

5 Ministerial decisions

Under the Education (Scotland) Act 1981 new negotiating machinery is to be set up. This is intended to come into effect under secondary legislation on January 1st 1982. The arrangements for arbitration will provide for access only by agreement of both sides.

The present system will be replaced by a committee for teachers employed by local authorities in schools and one for further education, central institutions, and colleges of education. The proposed arbitration arrangements will prescribe that any issue under negotiation (other than procedural questions) may be referred to arbitration if the negotiating procedure is exhausted and if both sides agree. The arbitration body (with 3 members, including the nominee from each side) would be appointed by ACAS. Any award would be statutorily binding unless set aside by the Secretary of State by order, subject to negative resolution of either House. (He would not be bound by any stated criteria).

6 This Pay Round

The settlement date is 1 April. Claims are not expected before January 1982, when the new system will be in operation.

7 Powers of Ministers

Under the present system, the Secretary of State has power to revise the arbitration arrangements for the STSC, but not the other Committees.

Under the new system, the arbitration arrangements can be changed by the Secretary of State and any award can be set aside by him. (See para 5).

1. The Parties

Negotiations for the 39,000 non-clinical university teachers take place in two stages. In the first, the Association of University Teachers (AUT) and the University Authorities Panel (UAP) agree in Committee A, under an independent chairman, on joint proposals. These form the basis for negotiations in Committee B which consists of Committee A representatives on the one side and officials of the Department of Education and Science (DES) on the other, under the chairmanship of a DES official.

2. Arbitration Arrangements

The non-statutory arrangements are set out in the terms of reference for the two Committees. If there is disagreement in Committee A, the independent chairman formulates proposals which are then regarded as the joint proposals agreed by Committee A. There is no outside arbitration. If there is failure to agree in Committee B, the salary proposals may be referred to arbitration (in practice by ACAS) provided both sides of Committee B agree - the consent of either side not to be unreasonably withheld. The Attorney General has advised that the only circumstances in which consent can reasonably be withheld are those in which there remains a genuine possibility of agreement being reached without resorting to arbitration. If the UAP and AUT do not agree upon whether they wish to go to arbitration, the question is referred to Committee A for decision. Failure to agree in Committee A would mean effectively that the decision rested with the independent chairman of Committee A. An arbitration award is binding on the parties, subject to the overriding authority of Parliament ie legislation would be needed to change it.

3. History

There has been only one reference to arbitration since 1970 when the arrangements came into operation. In 1974, Committee A sought to re-open the October 1974 settlement in the light of increases in the salaries of non-university teachers arising from the Houghton Report but were told that agreement to arbitration would be withheld by the DES (since this would have involved arbitration on the 12-month rule then applicable under the current pay policy). It was agreed, however, in later discussions that notional October 1974 scales, increased by a cost of living allowance to be agreed later, should form the basis of the October 1975 scales. In the absence of agreement on those notional October 1974 scales, they were, in 1975, referred to arbitration with the consent of both sides. The award fell somewhere between the DES and Committee A's position but was nearer to that of the DES.

4. Assessment

Awards are binding under the terms of reference. Access needs the agreement of the employers ie the UAP or, if the UAP and AUT disagree, the support of the independent chairman. The finances of the universities ie the support of tight cash limits (before cash limits, recurrent grant was adjusted to take account of pay settlements). The UAP could hardly agree to a reference to arbitration unless they could be sure that the award could be afforded within their cash limits. It seems unlikely that the independent chairman would rule in favour of arbitration unless the upper limit ie the Committee A proposal, was within what the universities could afford from within their cash-limited recurrent grant. In the 1975 reference, the employers' ability to pay was not explicitly a factor in the arbitration committee's consideration of the issue. If there were a reference in the future, the DES could ensure that the employers' ability to afford any settlement was part of the terms of reference.

5. Ministerial Decisions

The Secretary of State for Education and Science was invited on 4 December 1980 (E(80), 43rd meeting, item 1, conclusion 2) to seek to remove the university teachers 'de facto' right of unilateral access to arbitration. Subsequently it was agreed in E(PSP)(81)12 on 15 April 1981 that tactics and timing for negotiating changes should be considered further in due course by the Secretary of State. The matter is currently under consideration by him.

6. This Pay Round

The next main settlement date is 1 April 1982. It is too early to say whether the university teachers are likely to try for arbitration: much will depend on how other groups have fared by them, notably the Civil Service and further education teachers. (London Weighting is linked to the Civil Service figures and proposals for 1 April 1981 are expected shortly.)

7. The Powers of the Minister

The machinery for negotiating pay (including the arbitration arrangements) was arrived at by agreement. It is open to the Secretary of State to try to negotiate changes but he has no power to impose them. If the agreement is thrown open to negotiation the university side might opt for pay negotiation machinery which excluded the DES - this is the arrangement favoured by the UAP. This would give the Government less scope for influencing pay settlements than at present.

Local Authority White Collar Grades

1. The Parties

There are 596,600 employed by local authorities in England and Wales, excluding the GLC. They are represented by: NALGO, GMWU, NUPE, TGWU, COHSE in the NJC for Local Authorities Administrative Professional Technical and Clerical Services.

2. Arbitration Arrangements

The written collective agreements provides for unilateral access and acceptance of any award by both sides. Unless otherwise agreed by the parties requests for arbitration go to the Central Arbitration Committee through the Secretary of State for Employment. It is the practice of ACAS to require the written agreement of both sides to arbitration. Neither side can therefore be forced into arbitration without its express agreement but the existence of a procedural agreement providing for unilateral access makes refusal difficult. In practice both the other side and ACAS would exert pressure to honour the procedural agreement.

3. History

In the past two years there have been references on one major and three minor pay and condition of service issues.

The major reference, on the July 1980 pay increase for the whole group, produced an award which was broadly in line with the employers ability to pay (their final offer) but with a second stage increase of 2% from 1 April 1981 given by the arbitrator in the mistaken belief that more money would be available in the new financial year. Of the minor references, the two awards so far announced have; the Department of the Environment report, approximated to the employers offer; the third which is yet to be heard was referred at the employers request.

4. Assessment

The procedural agreement is not in accord with Government policy because of unilateral access. However, the local government employers (LACSA) own review of arbitration arrangements has identified the adequate presentation of "affordability" as more important than rights of unilateral access. This is because their experience leads them to believe unilateral access can be in their own interest, because they fear that negotiation might force them to agree to arbitration even if there were no unilateral access; also there are political

differences amongst the employers. LACSAB have asked Ministers to take steps to ensure arbitrators treat ability to pay as an overwhelming consideration.

5. Ministerial Decisions

E Committee invited the Secretary of State for the Environment (43rd meeting - December 1980) to take steps to remove the right of unilateral access for the 1981 negotiations. At a later meeting (E(PSP) 3rd meeting - April 1981) the committee accepted that there was no immediate prospect of negotiating changes for local authority white collar staff.

6. This Pay Round

There are reports that NALGO may present its July 1982 pay claim early in the new year as part of the attempt by public service unions to co-ordinate pressure against the 4% pay factor. The employers are likely to resist attempts to draw them into early negotiations. The unions may opt for arbitration if the employers refuse to negotiate early or fail to make an adequate offer (the Civil Service situation may be particularly relevant). The employers may be forced to arbitration by industrial action, possibly in conjunction with the manuals, and they may regard an arbitration award as offering the best case for subsequent provision in RSG of additional funds above 4%. The Secretary of State has already informed the employers that there will be no funds available above 4% regardless of any arbitrators award.

7. Powers of the Minister

The Minister has no powers to influence a settlement, an arbitration award, or arbitration arrangements. Responsibility for pay and conditions of service rests exclusively with individual local authorities (Local Government Act 1972 - S110) who voluntarily subscribe to the nationally negotiated collective agreements.

(b) Chief Officers, Chief Executives

Arbitration arrangements are similar to those of the white collar group. Chief Executives pay was the subject of arbitration in 1979, when, in the view of the Department of the Environment, the award did not reflect the unions case.

LOCAL AUTHORITY CRAFTSMEN (ENGLAND AND WALES)

1. The Parties

There are approximately 76,100 building trade operatives, 10,400 engineering craftsmen and 5,430 electricians employed by local authorities in England and Wales. They are represented by the following unions in their negotiations:

- UCATT, TGWU, GMWU, EEP TU, FTATU - JNC for Local Authorities Services (Building and Civil Engineering)
- CSEU - JNC for Local Authorities' Service (Engineering Craftsmen)
- EEP TU - Standing Conference for Electricians of the above JNC

2. Arbitration Arrangements

The collective agreement states that either party may go arbitration but the consent of the other side is not implied. Reference would normally be to ACAS and any award would be binding by custom and practice. It is the practice of ACAS to require the written agreement of both sides to arbitration. Neither side can therefore be forced into arbitration without its express agreement, but the existence of a procedural agreement providing access to arbitration by either side might make refusal difficult and cause the other side and ACAS to exert pressure to honour the procedural agreement.

3. History

The parties rarely resort to arbitration; the last reference was six years ago, when electricians took their annual pay claim to arbitration. The award, favoured the union submission but was not fully implemented for 4 years, when its comparability proposals were subsumed in Clegg recommendations.

4. Assessment

Unilateral access for these groups is not thought by Department of the Environment to be a serious threat since S.3 of the Employment Protection Act would apply (requiring the consent of all the parties) and the employers side would not believe they were breaking the procedural agreement if they refused consent. In any reference to arbitration the employers are likely to try to ensure that adequate recognition is given to the ability to pay.

5 Ministerial Decisions

The Secretary of State for the Environment was invited by E Committee (43rd - December 1980) to seek to remove the right of unilateral access to arbitration. He has since taken the view that the only viable approach (in the absence of power to intervene) is to seek to influence the outcome of the employer's (LACSAB) consideration of arbitration arrangements. This is unlikely to focus on the craftsmen's arrangements where the unilateral provision is not a problem in practice. The conclusion of the discussion in E(PSP) 3rd meeting - April 1981 (that there was no prospect of negotiating changes in the arbitration arrangements in the foreseeable future) apply to this group.

6. This Pay Round

The groups are due to settle on 4 November but there will be no significant developments until the LA manuals' negotiations are well advanced as the settlements for that group will strongly influence the level of settlement for the craftsmen. Private sector settlements may be minor influence.

7. Powers of the Minister

The Minister has no statutory powers. All responsibility for determining pay and conditions of service rests with local authorities (Local Government Act 1972, 5112).

LOCAL AUTHORITY MANUAL WORKERS1 The Parties

There are about 1,077,000 manual workers throughout local authorities in England and Wales, and 68,000 in Scotland. About 63% work part-time and most of these are women. They are represented by GMWU, NUPE and TGWU in the NJC for Local Authorities' services (Manual Workers).

2 Arbitration Arrangements

There are no formal arrangements, only an ad hoc response to deadlocked negotiations by agreement of the parties. All issues are arbitrable. Any award would be binding by custom and practice.

3 History

Arbitration is very rarely used, and on those occasions the initiative has usually been taken by the employers.

4 Assessment

Access is with the agreement of both parties, but a formal procedural ^{agreement} rather than ad hoc arrangements may be preferable. In any reference to arbitration the employers are likely to try to ensure that adequate recognition is given to the ability to pay, both in the terms of the reference and in the evidence presented.

5 Ministerial Decisions

There have been no decisions affecting this group.

6 This Pay Round

Negotiations for 1981 have just begun (annual settlement due 4 November). The unions tabled a claim on 13 October worth far more than 4% pay factor, and seek the support of other public service groups in this round. It is not yet clear what success the bid for co-ordinated action will have. But the employers have warned Ministers that, since it is their intention to negotiate in line with the 4% factor, they will probably be faced around the turn of the year with the alternatives of industrial action or arbitration.

7 Powers of the Minister

The Minister has no statutory powers. All responsibility for determining pay and conditions of service resides with individual local authorities (Local Government Act 1972, S 112).

GLC/ILEA White Collar Grades1. The Parties

About 19,000 are employed by the Greater London Council or Inner London Education Authority in their white collar grades. They are represented by GLCSA, NALGO and NUPE in the GLC/ILEA Whitley Council for Administrative Professional Technical Executive and Clerical Staffs.

2. Arbitration Arrangements

Arbitration is provided for in written collective agreements. Either side can make a reference (to ACAS) and both sides are bound to accept any award by custom and practice. It is the practice of ACAS to require the written agreement of both sides to arbitration. Neither side can therefore be forced into arbitration without its express agreement; but the existence of a procedural agreement providing for unilateral access makes refusal difficult. In practice, both the other side and ACAS would exert pressure to honour procedural agreements.

3. History

Arbitration is rare and is then usually on minor points of disagreement.

4. Assessment

In principle unilateral access seems to put the group in a privileged position, bearing in mind the willingness of both sides to accept any award. In practice, the risk seems small because annual negotiations rarely reach deadlock.

5. Ministerial Decisions

The Secretary of State for the Environment pursued E Committee's request (43rd Meeting - December 1980) with the national employers organisations on the assumption that any change would probably be taken up in the GLC agreement. The conclusions of E (PSP) 3rd Meeting - April 1981 (that there was no prospect of negotiating changes in the foreseeable future in the arbitration arrangements of local authority white collar staff) applied to the group. Political considerations now make any approach to the GLC impracticable.

6. The Pay Round

The group settles on 1 July and is usually - but not always - influenced by other LA negotiations at national level.

7. Powers of the Minister

The Minister has no statutory powers. The GLC has full responsibility for determining pay and conditions of service. (Local Government Act 1972, s1(2).

1. The Parties

There are about 1,063,000 in the 34 NHS groups. They are employed by Health Authorities in England, Scotland and Wales. The attached chart shows the negotiating bodies and union representation for each NHS group.

2. Arbitration Arrangements

There are no formal arbitration arrangements and when arbitration does occur it is by ad hoc agreement of the parties. The only exception to this is the arbitration agreement for NHS Ancillary Staffs which has not been invoked since its revision in 1974. It provides for arbitration only with the agreement of both sides on both major and minor issues. ACAS would arrange the arbitration by appointing the Central Arbitration Committee or, more probably independent arbitrator to handle the case.

3. History

Since the mid-1960's reference to permanent arbitral bodies to resolve pay disputes has virtually ceased. However, some major issues have been decided by ad hoc arbitral bodies.

4. Assessment

Arbitration awards are very rare, are financed from cash limits, and are subject to Ministerial approval.

5. Ministerial Decisions

There are no recent decisions regarding arbitration for this group.

6. This Pay Round

All but about 4 1/2% of NHS employees settle on 1 April. There are hints, but so far no positive indications, that some of these 27 groups might begin negotiating early as part of the proposed campaign of co-ordinated action against the 4% pay factor. Arbitration does not appear likely for any of the groups but at, this early stage, must remain a possibility.

7. Powers of the Minister

The Secretary of State has statutory powers which enable him to veto any pay settlement for NHS Staff. This would obviously include arbitration awards.

<u>GROUP</u>	<u>UNIONS</u>	<u>NEGOTIATING BODY</u>
Special Hospitals, Nursing Staff and Occupations Officers	Prison Officers Association	Whitley Council for the Special Hospitals
Biochemist, Physicists and Clinical Psychologists	ACB, ASTMS, NALGO, HPA	Committee A of PTA
Professions Supplementary to Medicine		PTA Full Council
Hospital Chaplains - whole-time	NALGO	Committee E of PTA
Hospital Chaplains - part-time		No negotiating body. Salaries are determined by DHSS
Medical Laboratory Scientific Officers	ASTMS, COHSE, NALGO, NUPE	Committee A of PTB
Dental Technicians	NUPE, USDAW, National Union of Gold, Silver and Allied Trades, NALGO	Committee B of PTB
Area and District Works Staff	STAMP, ASTMS, NALGO, COHSE, NUPE	Committee D of PTB
Animal Technicians	ASTMS, COHSE, NALGO, NUPE	Committee E of PTB
Pharmacy Technicians	COHSE, NALGO, NUPE	Committee C of PTB

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<u>GROUP</u>	<u>UNIONS</u>	<u>NEGOTIATING BODY</u>
<i>NHS Administrative, Clerical and Secretarial Grades</i>	NALGO, COHSE, NUPE TGWU, MATSA, GMWU	A and C Staffs Whitley Council
Ambulance Officers	NALGO, COHSE, NUPE, TGWU, MATSA, GMWU	A and C Staffs Whitley Council
Hospital Doctors and Dentists	BMA, BDA	Joint Negotiating Committee for Hospital Medical and Dental Staff
General Medical Practitioners	BMA, BDA	Joint Negotiating Committee for Hospital Medical and Dental Staff
General Dental Practitioners	BMA, BDA	Joint Negotiating Committee for Hospital Medical and Dental Staff Joint Negotiating Committee for Hospital Medical and Dental Staff
Community Physicians and Doctors	BMA, BDA	Joint Negotiating Body for Doctors in Community Medicine
Community Dentists	BMA, BDA	Joint Negotiating Forum for Community Dentistry
Nurses and Midwives	NALGO, NUPE, RCN, RCM, ANA AHRCC, ASM, COHSE, HVA, AMATSA, SANA, SHVA	Nurses and Midwives Whitley Council

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GROUP

UNIONS

NEGOTIATING BODY

Working Proprietor Pharmacists providing pharmaceutical services in England and Wales

National Pharmaceutical Association, Company Chemists Association Ltd, Co-operative Union and The Co-operative Wholesale Society

Pharmaceutical Services Negotiating Committee representing local Pharmaceutical Committees

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GROUP

UNIONS

NEGOTIATING BODY

Post-Mortem Room Technicians

COHSE, NALGO, NUPE

Committee C of PTB

Medical Physics Technicians

ASTMS, COHSE, NALGO, NUPE

Committee E of PTB

Dark Room Technicians

ASTMS, COHSE, NALGO, NUPE

Committee E of PTB

Medical Photographers

ASTMS, COHSE, NALGO, NUPE

Committee E of PTB

Regional Health Authority Works Staff - Chief Officers

STAMP, NALGO, NUPE, COHSE, ASTMS

Committee F of PTB

Regional Health Authority Works Staff - Officers

STAMP, NALGO, NUPE, COHSE, ASTMS

Committee F of PTB

NHS Maintenance Workers Building Operatives

UCATT, TGWU, GMWU, FIATU

No formal negotiation body. Direct negotiations between Health Departments

Ambulancemen

NUPE, TGWU, GMWU, COHSE

Ambulancemen's Whitley Council

Opticians providing general ophthalmic services in Great Britain

Association of Optical Practitioners; Society of Opticians; Association of Dispensing Opticians and other smaller bodies

Optical Whitley Committees C and D

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THE FIRE SERVICE1 The Parties

Negotiation for the 39,000 whole-time staff is through the National Joint Council for Local Authorities Fire Brigades. (Officers' pay is dealt with by the Officers' committee). The parties are the local authorities associations (ACC, AMA, COSLA) the GLC and the Northern Ireland Fire Authority and the fireman's unions (FBU and NAFO).

2 Arbitration

Provision for arbitration is non-statutory. The NJC constitution provides that reference on any matter should be made to ACAS in accordance with the Employment Protection Act 1975. The constitution provides for unilateral access. It is the practice of ACAS to require the written agreement of both sides to arbitration and to accept the outcome as morally binding. Neither side can therefore be forced into arbitration without its express agreement; but the existence of a procedural agreement providing for unilateral access makes refusal difficult. In practice both the other side and ACAS would probably exert pressure to honour the agreement.

3 History

There have been 4 or 5 references to arbitration in the last 5 years, including disputes over fire officers' hours and over the disputes procedure, but there has been no recourse to arbitration over major pay negotiations. The awards have tended to split the difference between offer and claim.

4 Assessment

Because of the provisions of the Act, access has in practice been with the agreement of both sides. The awards have been on non-pay issues, so 'ability to pay' has not been a major factor. Employers have used the arbitration procedure on occasions to break a deadlock.

5 Ministerial decisions

There are no recent ministerial decisions.

6 This Pay Round

The settlement date for firemen is 7 November. At a meeting of the NJC in July, the employers agreed to honour the 1978 formula (ie the pay of a qualified fireman is linked to the upper quartile of male manual workers earnings).

Agreement has been reached on this basis (at about 10%) recently. Negotiations are still in progress on officers pay about which arbitration is possible but unlikely. Ministers agreed that there should be no attempt to intervene in these negotiations which were recognised to be entirely a matter for the local authorities. The settlement was reached without arbitration.

7 Power of the Minister

The Minister has no power to override any decisions made by the local authority employers.

THE POLICE SERVICE

1 The Parties

The pay and allowances of the 118,000 members of the police service are negotiated in the Police Negotiating Board, which was established by the Police Negotiating Board Act 1980. The Official Side represents the Home Departments and police authorities, and the Staff Side represents the police staff associations.

2 Arbitration arrangements

The 1980 Act requires the constitution of the Board to include provision for arbitration in cases where the two sides fail to reach agreement. The constitution accordingly provides for disputes to be referred, on the initiative of either side, to a panel of three arbitrators appointed by the Prime Minister, known as the Police Arbitration Tribunal. Decisions of the Tribunal are binding on the two sides. However, an arbitration award - like an agreement negotiated by the Board - has the status of a recommendation to the Secretary of State, who has a statutory responsibility for determining police pay by Police Regulations.

3 History

The Police Negotiating Board has not yet had recourse to arbitration, and reference to arbitration under the Police Council (the Board's predecessor body) was rare. The main police pay settlement has never been taken to arbitration.

4 Assessment

Ministers consider that unilateral access to arbitration should continue to be provided for the police because by statute they do not have the right to strike. It is a useful safety valve. No problems have arisen in the past and the Secretary of State retains the right to veto an arbitration award.

5 Ministerial decisions

At E(80)37th Meeting on 4 December 1980, it was agreed that the police arbitration arrangements should remain unchanged, for the reasons given in paragraph 4 above.

6 This pay round

The settlement date is 1 September. An increase of 13.2%, in line with the Edmund-Davies (index-linked) formula was agreed for ranks below assistance chief constable, and chief officers were awarded increases ranging from 7.75% (for chief constables) to 12.3% (for assistant chief constable). There was no reference to arbitration.

7 Power of Ministers

The Secretary of State is responsible for determining police pay and both agreements of the Police Negotiating Board and arbitration awards have the status only of a recommendation. The Secretary of State can veto an agreement of the Board or an arbitration award if he considers it to be in the national interest to do so.

NATIONAL COAL BOARD - INDUSTRIAL GRADE MINE WORKERS

1. The Parties
The pay and conditions of the 198,000 industrial grade mineworkers are negotiated at the Joint National Negotiating Committee (JNNC) which was set up by Agreement in 1946 under the terms of the National Conciliation Scheme. The JNNC is made up of 16 members nominated by the Board and up to 16 members nominated by the NUM.

2. Arbitration Arrangements

The voluntary agreement which established the JNNC also set up the National Reference Tribunal which consists of a President and three members appointed by the Master of the Rolls after consultation with the Board and the NUM. If a settlement is not reached at JNNC the question is referred to the Tribunal unless either side objects. Major or minor issues can be considered and decisions are binding on both sides.

3. History

Before 1961 references to arbitration was unilateral and quite frequent but in that year the arrangement was changed, it is thought largely at the instigation of the NUM, who considered the Tribunal was not reaching satisfactory decisions. Since 1962 there have been only 3 references and none have involved major pay questions. Decisions made by the Tribunal make it clear that affordability is a fully admissible criterion. In 1974 the employer suggested arbitration over the main pay claim but the NUM rejected it.

4. Assessment

Arbitration is not unilateral and Department of Energy believe affordability is fully considered. The arbitrators decisions are binding.

5. This Pay Round

The next settlement date is 1 November 1981 and negotiations are in progress. Arbitration seems most unlikely, although the possibility is there.

6. Powers of the Minister

The Secretary of State for Energy has no influence over the National Conciliation System beyond persuasion.

GAS SUPPLY1 The Parties(a) Manuals (41,300)

The negotiating body is the National Joint Industrial Council for the Gas Industry composing not more than 30 members nominated half by the British Gas Corporation and half by the two trade unions, G.W.U. and T.G.W.U.

(b) Staffs and Senior Officers (58,900)

The Negotiating body is the National Joint Council for Gas Staffs and Senior Officers (G.S.S.O.) consisting of not more than 32 members, half nominated by the employer and half by the following trade unions: NALGO, MATSA, T.G.W.U., G.W.U., A.S.T.M.S., A.U.E.W. (Technical and Supervisory Section).

2 Arbitration Arrangements

The voluntary agreements which set up both negotiating bodies provide for arbitration of disputes. In the case of the manuals arbitration is to be by the National Arbitration Tribunal (which no longer exists and whose role would now be filled by ACAS) or any agreed tribunal. ACAS requires the written agreement of both sides to arbitration and to be morally bound by the outcome. Neither side could/ be forced into arbitration against its express agreement; but the existence of a procedural agreement providing for unilateral access makes refusal difficult. In practice both the other side and ACAS would probably exert pressure to honour the procedural agreements. For the staffs arbitration is to be by "the relevant statutory body or any other independent tribunal agreed by the parties". For both groups access to arbitration is unilateral and both sides are bound by the findings.

3 History

There have been 3 or 4 references to arbitration (ACAS) in recent years, involving both manuals and G.S.S.O., concerned with matters such as geographical coverage of London Weighting and certain special allowances. There have been no references on basic pay and the management say they would not favour arbitration in this context. Cases are not in practice normally referred to arbitration unless both sides agree to it (this is certainly the case with the G.S.S.O.). The outcome of arbitration has sometimes been contrary to the management's expectations (in both directions) but in all cases both sides have accepted the decision.

4 Assessment

Agreements provide unilateral access to arbitration and awards are binding. The management see no difficulty in including any relevant arguments in any case put to the arbitrator and these would certainly include a reference to financial objectives. Apart from the normal management concern that arbitration on a major pay award might benefit the employees more than they would wish, BGC are also concerned that reference to arbitration would result in management losing control eg over the shape of the package.

5 This Round

The manuals are due to settle in mid-January 1982 and the staffs on 1 June 1982. Past experience seems to suggest arbitration is not likely, and the management would be very reluctant to follow this route. The manuals have never suggested arbitration on pay, but NALGO have previously flirted with the idea.

6 Powers of the Minister

The Secretary of State for Energy has no power to change the agreements. Terms and conditions of service fall within the Corporation's day to day management responsibility.

ELECTRICITY SUPPLY INDUSTRY WORKERS

1 The Parties

(a) Manuels (94,000)

Pay is negotiated on the National Joint Industrial Council made up of 18 Electricity Board representatives and 13 Trade Union members (EE TPU, GMWU, AUEM, and TGWU).

(b) Administrative and Clerical (47,000)

The negotiating body is the National Joint Council. This has 18 Electricity Board representatives and 20 from the Trade Unions (NALGO, APEX, GMWU).

(c) Technicians and Engineers (29,300)

The negotiating body is the National Joint Board which is composed of 18 Electricity Board representatives and 28 representatives of EMA - EPEA, the trade union.

(d) Managerial grades (1,900)

The National Joint Managerial Committee, made up of 10 Electricity Board members and 10 Trade Union members from EMA, AMEE and NALGO, is the negotiating body.

2 Arbitration Arrangements

All the groups have each voluntarily agreed on a joint national basis to refer disputes to arbitration where they cannot be settled by negotiation. The arbitrators in each group are appointed by the parties but the Chairman is nominated by ACAS. Access to arbitration is only by agreement of both sides. Terms of reference also have to be mutually agreed. The agreements do not provide for awards to be binding though in recent years they have been so accepted.

3 History

The procedure has been little used. The arbitrators awards have usually amounted to "splitting the difference".

4 Assessment

Arbitration is only by joint agreement of the parties and the employer usually includes in his submission references to what he considers is affordable. Decisions are normally accepted as binding.

5 This Pay Round

The due dates for the main settlement are between 1 February and 1 May but the key settlement is that for the manual grades in March. Manual grades are influenced by the Water (Dec) and Gas (Jan) manuals' settlement. If the latter are unduely delayed, electricity settlements can also be expected to run late. It is believed that neither the employer nor the trade unions wish to use the arbitration procedure.

6 Powers of the Minister

The Secretary of State for Energy's powers over the arrangements are limited to persuasion.

1 The Parties

Negotiations for the approximately 70,000 water service employees take place on one of five negotiating bodies between representatives of the regional Water Authorities and representatives of the unions. The negotiating bodies and unions involved are as follows:

- (a) Manuals (30,000) - National Joint Industrial Council for the Water Services - GMWU, NUPE, TGWU, NUAAW
- (b) Craftsmen (5,700) - Water Industry Joint Craftsmen's Committee of (a) - CSEU
- (c) Staff (35,000) - National Joint Council for Water Service Staff - NALGO, GMWU, NUPE, GLCSA, TWSA
- (d) Senior Staff (500) - National Joint Council for Water Service Senior Staffs - GWSSO, NALGO, APSFO, APSPE, GLCSA, TWSA
- (e) Chief Officers (58) National Joint Council for Chief Officers of the Water Services - representatives of Chief Officers

2 Arbitration Arrangements

The Water Act 1973 (S26) requires the conclusion of agreements "with provision for reference to arbitration" but does not specify arrangements. Broadly identical agreements concluded by all the negotiating bodies provide for unilateral arbitration at the request of a majority of either side. Arbitration is arranged by ACAS or any other agreed tribunal. If ACAS is asked to arbitrate it is their practice to require the written agreement of both sides to arbitration and to accept the outcome as morally binding. Neither side can therefore be forced into arbitration without its express agreement; but the existence of a procedural agreement providing for unilateral access makes refusal difficult. In practice both the other side and ACAS would exert pressure to honour the agreement. Arbitration can occur on any issue within the scope of the negotiating body. As Section 26(3) of the Water Act 1973 lays a duty on Water Authorities to comply with agreements any awards made by the arbitrator are legally binding.

3 History

There has been only one major reference on pay in recent years - in 1979 for Chief Officers when the award coincided exactly with the employers offer. At the final stages of pay negotiations for the manuals in the last round when industrial action was imminent the employers informed the Department of the Environment that they would if necessary make a unilateral reference to arbitration. They were however dissuaded but at the cost of a higher settlement.

4 Assessment

Access is unilateral and awards are binding though the procedure has been little used in recent years. There are no constraints on the employers freedom to argue the affordability case though in this highly capitalised industry affordability is not of such importance that it is likely to be regarded as of overriding significance in arbitration.

5 Ministerial Decisions

It was decided at E Committee on 4 December (E(80) 43rd Item 1 conclusion 3) that the Secretary of State for the Environment should encourage water industry employers to take steps to remove the unilateral right of access to arbitration. However, Ministers later agreed (E(PSP)81, 3rd, Item 2, Conclusion 2) that since there seemed little prospect of an early agreement, the question of change could best be raised with the employers when the details of the re-organisation of the water industry had been settled. It was left to the Secretary of State for the Environment to consider further in due course the tactics and timing for initiatives to bring about desired changes.

6 This Pay Round

The normal dates of settlement are 7 December 1981 for manuals and craftsmen and 1 July 1982 for the remaining grades. It seems likely that both employers and unions will be seeking a quick settlement for the manuals which is likely to follow and to relate to the level of the miners settlement. If the workforce reject a settlement of that order the employers may well decide as last year to go to arbitration to avoid official industrial action, but there is no present indication that this need will arise. Negotiations resume on 5 November and thereafter will tend to follow those of the miners.

7 Power of the Minister

The Secretary of State for Environment could invite the water authorities to negotiate arbitration arrangements but he has no power to direct them and the unions will not in any case respond favourably unless they see it to their advantage to do so.

1 The Parties

Negotiation for these 150,000 employees is conducted on the Railway Staff National Council between the British Railways Board as employer and the three main unions (NUR, ASLEF and TSSA).

2 Arbitration Arrangements

Arrangements for arbitration are set out in a non-statutory memorandum of agreement dating from 1956, although similar arrangements date originally from the 1900s. It provides for a Railway Staffs National Tribunal which comprises a chairman appointed by agreement between the British Railways Board and the unions together with one member selected by each side. Either side can refer to the Tribunal any issue of pay and conditions which is agreed to be of major importance and which the Railway Staff National Council have considered. The decisions of the Tribunal are formally binding only if all the parties give prior notice that this is intended. However in practice it would be extremely difficult for the employer to ignore a decision and this course has never been adopted.

3 History

The Tribunal has acted as arbitrator quite frequently although under pay policy settlements were reached without recourse to arbitration. Of the Tribunal's 75 major decisions on pay matters roughly 2 out of 3 have favoured the Board. In 1981 the Tribunal's decisions amounted to a clear splitting the difference. Only one Tribunal decision has been rejected by the Unions - in 1974 when a higher settlement eventually resulted.

4 Assessment

Access is unilateral and the arbitration award is in practice ^{usually} either accepted or forms the basis for a negotiated settlement. The British Railways Board is given a full opportunity by the Tribunal to give a detailed explanation of the financial constraints on the pay settlement but British Rail have commented that although finance is a factor considered by the Tribunal its judgements are not inhibited by the Board's ability to pay.

5 This pay round

The settlement date is 20 April 1982 and negotiations will take place in March/April next year. British Rail have been examining the existing arbitration procedures with the three rail unions for some time but no progress has been made and the chances of ending unilateral access are considered remote. It is to be given a public hearing through some privately established body as they did in May 1981 over BR's proposal to close the Sheffield/Manchester/Wath Railway line. It is difficult at this stage to predict whether there will be arbitration in this round but it must be a possibility.

6 Powers of the Minister

The Secretary of State for Transport has no power to change the arbitration arrangements other than persuasion.

LONDON TRANSPORT EXECUTIVEA Underground Railway Staff1 The Parties

The main negotiating body for the approximately 24,000 Clerical, Technical and Railway Operating Grades is the Railway Negotiating Committee composed of 6 London Transport Executive representatives and 2 from each of the 3 unions (NUR, ASLEF and TSSA).

2 Arbitration Arrangements

A non-statutory agreement made in 1957 provides for arbitration by a Wages Board composed of a Chairman appointed jointly by the Executive and the unions and one member nominated by each side. Any dispute can be referred to arbitration either unilaterally or jointly. Unilateral references are, under the agreement, not binding but awards of the Board have generally been accepted as a basis for settlement.

3. History

The arbitration machinery is said by the Executive to have been lightly used; but exceptionally in 1979 arbitration was used to top up a main settlement of 12.7% to 14.0% (in line with the BR settlement); no other cases are known involving a main pay claim.

4 Assessment

Access is unilateral, but there are no known constraints on the London Transport Executives freedom to put their case in full to the Wages Board and in the past they have certainly stressed their inability to afford union claims. In practice decisions appear very difficult to ignore.

5 This Pay Round

The date of the main settlement is 20 April 1982. It seems unlikely that there will be arbitration because as usual London Transport can be expected to follow a British Rail settlement.

6 Powers of the Minister

The powers of the Secretary of State for Transport to change the agreement are limited to persuasion.

B Bus Staff1. The Parties

The principal negotiating body for the 19,800 drivers and conductors is a meeting between senior LTE Managers and a TGWU negotiating committee

2. Arbitration Arrangements

There are no formal arbitration arrangements for this group. Ad hoc arbitration arrangements are however possible. Section 152 of the Transport Act applies to this group.

3. History

So far as the Department of Transport is aware there has been no use of arbitration affecting this group.

4. Assessment

Arbitration under section 152 would be unilateral and affordability would not be taken into account. In other circumstances arbitration would be by joint approach and without constraint on the employers freedom to argue his case on affordability or other grounds. The existence of section 152 would in practice however make it difficult for the employer to maintain earnings substantially below those in the generality of comparable undertakings.

5. This pay round

The normal date of settlement is 28 March 1982. Arbitration is most unlikely.

6. Powers of the Minister

The Secretary of State's power is limited to persuasion.

A. LOCAL BUS UNDERTAKINGS
PASSENGER TRANSPORT EXECUTIVES (PTEs) MANUAL EMPLOYEES1. The Parties

Negotiation on pay and conditions is conducted individually for all groups, other than non-manuals, between the Passenger Transport Executive and the unions. Details of all the PTE's are given below:

- (a) West Midlands - approximately 8,000 - TGWU, GMWU, AUEW, EETPU, NALGO
- (b) South Yorkshire - approximately 5,000 - TGWU, AUEW, TGWU, NUSMWC, UCATT, NALGO
- (c) West Yorkshire - approximately 5,000 - TGWU, AUEW, NUSMWC, UCATT, NALGO
- (d) Great Manchester - approximately 9,500 - TGWU, ACTSS, NALGO, craft unions
- (e) Merseyside - approximately 5,000 - TGWU, GMWU, AUEW, FIATU, EETPU, NALGO
- (f) Tyne and Wear - approximately 2,500 - TGWU, GMWU, ACTSS, AUEW, NUR, ASLEF, NALGO
- (g) Strathclyde - approximately 5,000 - TGWU, AUEW, NUVB, NUSMW, ACTSS, EETPU, NALGO

2. Arbitration Arrangements

The employers have not been approached in this industry to obtain information about their arbitration arrangements because their political complexion is such that confidences may not be respected and the existence of this review would become public knowledge. The information below is therefore sketchy and may not be completely accurate.

- (a) West Midlands, South Yorkshire, West Yorkshire, Strathclyde - So far as is known there are no formal arbitration arrangements and access would therefore be by joint agreement with no restraint on the employers freedom to argue his case on affordability or other grounds. Section 152 of the Transport Act 1960 however applies to these authorities.
- (b) Greater Manchester, Tyne and Wear, Merseyside - It is known that these authorities have formal arbitration arrangements. So far as details are available it appears that access is by joint agreement. Section 152 of the Transport Act 1960 however applies to these authorities.

3. History

Since their formation the main pay increases in all the PTEs have always been agreed without recourse to arbitration. However on a small number or occasions lesser matters have by mutual agreement, been referred to ACAS for decision. For example early in 1980 Greater Manchester PTE and the TGWU agreed on a joint reference to ACAS following the unions's claim that the settlement agreed the previous November was no longer adequate. On that occasion the arbitration

panel awarded a further increase of 7.4% to the earlier 14% settlement.

4. Assessment

Arbitration under section 152 of the Transport Act 1960 would be unilateral and affordability would not be taken into account. In other circumstances there is some doubt over the details of arbitration arrangements but recourse to arbitration is infrequent and in practice appear to be by joint approach with constraint on the employer's freedom to argue his case on affordability or other grounds. The existence of section 152 however would make it difficult for a minority of employers to maintain earnings substantially below those of the generality of comparable undertakings.

B. MUNICIPAL BUS COMPANIES

The Parties

1. Negotiations for the 20,000 employees are conducted through National Joint Industrial Councils representing the employers and the unions (TGW, AEUW(E), GMWU).

2. Arbitration Arrangements

Pay issues are dealt with first by the NJIC but are referred, to Wages Committee if agreement is not reached immediately. In the event of failure to agree in the Wages Committee the issue may be referred to arbitration by NJIC or another agreed body. All references would be by joint agreement and the results binding upon both sides. Section 152 of the Transport Act 1960 applies to this group.

3. History

There is no recent history of arbitration on the main pay claim.

4. This Pay Round

Municipal bus companies have a 1 January settlement date and are therefore in the lead on public sector bus settlements. This makes section 152 arbitration unlikely on the main pay claim. Employers are known to wish to keep negotiations within the NJIC and are unlikely to encourage moves towards arbitration. Public divisions amongst the employers make it possible that a moderate national settlement will be topped up by local increases in left wing areas.

5. Assessment

Arbitration under section 152 of the Transport Act 1960 would be unilateral and affordability would not be taken into account. In other circumstances arbitration would be by joint approach with no constraint on the employer's freedom to argue his case on affordability or other grounds. The existence of section 152 however would make it difficult for a minority of employers to maintain earnings significantly below those in the generality of comparable undertakings.

NATIONAL BUS COMPANY

A PLATFORM AND OTHER MANUAL STAFF1 The Parties

Pay and condition for the 36,000 manual grade staff are determined in the National Council for the Omnibus Industry (NCOI) which comprises representatives of management and of the TGWU, NUR, GMWU and AUEW (E).

2 Arbitration Arrangements

There is no arbitration agreement. However S.152 of the Road Traffic Act 1960 affords the trade unions recourse to arbitration if pay rates were to fall markedly behind those elsewhere in the industry. Arbitration is then by the Central Arbitration Committee. Other than this arbitration would be by joint agreement on an ad hoc basis.

3 History

The unions have used this access to arbitration under section 152 only in 1969 when the Central Arbitration Committee found the difference in rates was not sufficiently important to merit invoking the Act.

4 Assessment

Arbitration under section 152 would be unilateral and affordability would not be taken into account. In other circumstances arbitration would be by joint approach and without constraint on the employers freedom to argue his case on affordability or other grounds. The existence of section 152 however would in practice make it difficult for a minority of employers to maintain earnings substantially below those of the generality of comparable undertakings.

5 This Pay Round

The main settlement date is 1 March 1982. Arbitration is most unlikely. The Pattern is usually set by the Municipal Bus Settlement in January.

6 Powers of the Minister

no

The Secretary of State for Transport has 'locus' under the Act.

B NON-MANUAL GRADES

1 The Parties

A National Joint Standing Committee composed of representatives of Management and of the unions (NALGO, ACTSS, NUR) decides pay and conditions for the almost 10,000 non manual grades.

2 Arbitration Arrangements

A non-statutory agreement permits in the event of a dispute being unresolved within committee a majority of either side to request arbitration in mutually agreed form. Failing agreement in form, reference would be made to the Industrial Court. The results are binding on both sides. S152 of the Road Traffic Act also applies to this group.

3 History

Arbitration has rarely been used. In 1979 unions and management made a joint reference under S152 of the Road Traffic Act over the establishment of revised grade structures. The result was the establishment of agreed pay scales for the new grades.

4 Assessment

Arbitration under section 152 would be unilateral and affordability would not be taken into account. Reference could also be unilateral in other circumstances but no restraint would be placed upon the employers' freedom to argue his case on affordability or other grounds. The existence of section 152 however would in practice make it difficult for a minority of employers to maintain earnings substantially below those of the generality of those of comparable undertakings.

5 This Pay Round

The main settlement date is 1 March 1982 and it is not likely that there will be arbitration.

CONFIDENTIAL

Powers of the Minister

The Secretary of State for Transport has no control over the agreement beyond persuasion.

CONFIDENTIAL

BRITISH AIRWAYS EMPLOYEES1 The Parties

The employer and the trade unions are represented on the National Joint Council for Civil Air Transport. The trade unions in question are ACTSS, APEX, ASTMS, AUEW, AUEW (S & T), BALPA, EETPU, FTATU, GMWU, MNAOC, NUSMWC, TGWU and UCATT. Pay negotiations may however be conducted separately for each group of employees on sectional panels. The total number of employees, 52,000, is to be reduced to 43,000 by June 1982.

2 Arbitration Arrangements

The British Airways Board Act 1977 requires the Board to conclude pay negotiating agreements which provide for arbitration but the Act leaves detailed arrangements to be agreed by the parties. These are the same for all employees and are conducted under the terms of a voluntary collective agreement, the "National Joint Council Agreement on Arbitration". Ad hoc arrangements are made and the appointment of the arbitrator and the determination of his terms of reference are by mutual agreement. The agreement specifies that recourse to arbitration shall be voluntary by agreement of both sides. The arbitration awards are binding under the agreement.

3 History

The arbitration procedure has never been used on a major pay issue. Matters on which management has allowed arbitration include differentials and the interpretation of agreements.

4 Assessment

Access is not unilateral and there are no constraints on the employers right to put the affordability case. Awards are binding.

5 This Pay Round

The due settlement date is normally 1 January 1982 for all grades other than pilots who should settle on 1 April 1982. Under an emergency rescue plan announced in September 1981, all staff will be subject to a pay freeze at least until September 1982. Other features of the plan include the loss of 9,000 jobs by June 1982. In these circumstances British Airways consider there is no possibility of agreed arbitration in 1982.

6 Powers of the Minister

The Secretary of State for Trade has no influence over the agreement other than persuasion.

CIVIL AVIATION AUTHORITY EMPLOYEES1 The Parties

The employer, the Civil Aviation Authority and the trade unions, CPSA, CSU, IPGS, SCPS, UCATT, EETPU, AUEW, GMWU, TGWU, AGSRO, ABSBSW negotiate the pay and conditions of 7,500 employees through the Central Joint Negotiating and consultative committee. In practice pay closely follows that in the Civil Service.

2 Arbitration Arrangements

There are no formal arbitration arrangements though by agreement disputes can be referred to ACAS who would arrange arbitration.

3 History

There has been one reference to arbitration by ACAS since 1972 when the Authority come into being.

4 Assessment

Access to arbitration is by joint agreement. ACAS is likely to be the arbitrator and awards would therefore normally be morally binding. The Civil Aviation Authority do not believe that there are any constraints on their right to put the affordability case.

5 This Pay Round

Past record would suggest that separate recourse to arbitration is unlikely. Settlement is due on 1 April 1982.

BRITISH STEEL CORPORATION EMPLOYEES

1 The Parties

Pay and conditions for all 110,000 employees are negotiated between British Steel and the trade unions who include TGWU, NUB, ISTC, NCCC, GMWU. There are a number of separate negotiating bodies.

2 Arbitration Arrangements

There are no formal arbitration arrangements for most manuals and arbitration would only be possible by ad hoc agreement of the parties. However, separate but near identical agreements provide members of the NUB and all the estimated 36,000 staff grades a formal right of unilateral access to arbitration if agreement can not be reached after all negotiating stages have been used. Reference would be to ACAS. It is the practice of ACAS to require the written agreement of both sides to arbitration and to accept the result as morally binding. Neither side can therefore be forced into arbitration without its express consent; but the existence of procedural agreements providing for unilateral access makes refusal difficult. In practice both the other side and ACAS would probably exert pressure to honour procedural agreements.

3 History

There have been no references to arbitration in recent years.

4 Assessment

Access to arbitration is not unilateral for most employees but is for staff and for NUB members. Awards are normally binding. BSC does not believe there are any constraints on their putting the affordability case but experience is limited as the system has been little used.

5 This Pay Round

The settlement date is 1 January 1982. Arbitration does not appear likely.

6 Powers of the Minister

The Secretary of State for Energy has no powers to alter these arbitration arrangements. He could only attempt to change them through persuasion.

POST OFFICE EMPLOYEES

1 The Parties

Negotiations on the pay and conditions of the approximately 180,000 Post Office employees, other than sub-Postmasters, take place separately between the Post Office and each union, or on matters of common concern with the Council of Post Office Unions. The unions concerned are UCW, POEU, CPSA, SCPS, CMA and SPOE.

2 Arbitration Arrangements

Schedule 1 para 11(a) of the Post Office Act 1969 requires the Post Office to consult with appropriate organisations and to agree negotiating machinery with provision for arbitration. By voluntary agreement the arbitrating body is the Post Office Arbitration Tribunal comprising an independent Chairman, and one member selected by the Chairman from each of two lists of nominees prepared by the two sides. Reference to arbitration can be made unilaterally by the Post Office or by any of the unions, other than UCW which is in practice treated the same as the others. Arbitration can occur only on disputes about pay and conditions. Each side is honour bound to accept awards and has always done so.

3 History

During the period 1970-80 51 references to arbitration were made in the Post Office (this figure includes references relating to telecommunications staff) but none related to the main postal grades. Issues considered were mainly cross Corporation issues such as London Weighting. Awards have followed no set pattern.

4 Assessment

Access can be unilateral and although awards are not legally binding they are observed in practice. However there are no constraints on the employers freedom to put the affordability case and arbitration has not in practice been used for the pay settlement of the main postal grades.

5 This Pay Round

An arbitration case relating to the Communication managers Association claim in respect of 14800 postal supervisors for 1980/81 has still to be heard. The settlement date for postal grades is 1 April 1982 with smaller groups due to settle on 1 July 1982. The Post Office has given notice of its intention to

amend the agreement so as to provide for joint referrals to remain binding in honour on both side but for referrals by one party to be treated as advisory only. It is impossible to judge whether there will be arbitration during this round.

6 Powers of the Minister

The powers of the Secretary of State for Industry over the arbitration arrangements are confined to persuasion and encouragement.

BRITISH TELECOM EMPLOYEES

1 The Parties

Pay and conditions for the approximately 174,000 employees of British Telecom are negotiated separately between the employer and the unions, UCW, POEU, CPGB, SOCS, CMA and SPOE.

2 Arbitration Arrangement

Schedule 1, para 12(1)(a) of the British Telecommunications Act 1981 requires British Telecom to consult appropriate organisations in order to agree negotiating machinery with provision for arbitration. Until British Telecom negotiate a separate agreement with the unions the arbitrating arrangements remain those of the Post Office Arbitration Tribunal comprised of an independent chairman and one member selected from the nominees of each side. Under these arrangements reference can be unilateral and may relate to any dispute over pay and conditions. Both sides are honour bound to accept the findings of the arbitrator.

3 History

There have been no references since British Telecom split from the Post Office on 1 October 1981. (See under Post Office for earlier history).

4 Assessment

Access is unilateral and awards are binding. There are no constraints on the employers freedom to put a case based on ability to pay.

5 This Pay Round

All grades are due to settle on 1 July 1982. It is not possible to state whether there will be arbitration.

6 Powers of the Minister

The Secretary of State for Industry has now powers to change the present arrangements. He can attempt to do so only through persuasion and encouragement.

Department of Industry Ministers will at the earliest appropriate time press Sir George Jefferson, Chairman of British Telecom, on the need to avoid inflationary arbitration arrangements.

UNITED KINGDOM ATOMIC ENERGY AUTHORITY STAFF1 The Parties

Negotiation for the 9,700 non-industrial staff is conducted by a Central Council supported by local sub-committees. The Council consists of Authority representatives together with representatives of the recognised trade unions; IPCS, SCPS, CPSA, AGSRO.

2 Arbitration Arrangements

The Atomic Energy Act 1954 requires negotiating machinery "with provision for reference to arbitration in default". However the Act does not detail the form of arbitration. This is provided by a voluntary agreement dating from 1950, amended in 1967, under which arbitration would be by what is now the ACAS Central Arbitration Committee. A majority of either side may request the "Minister of Labour and National Service" to make this reference. This would now be the Secretary of State for Employment. All matters relating to pay and conditions are negotiable by the Council and therefore potentially subject to arbitration. Any award would be binding on both sides.

3 History

By agreement pay and conditions follow those of Civil Service counterparts so that arbitration could only occur in the event of disagreement over the way a new Civil Service agreement should be applied. Such a situation has never arisen in respect of a major group or a major pay question. There was arbitration in 1955 and 1962 in respect of small groups without Civil Service analogues.

4 Assessment

Access to arbitration is unilateral, and awards are binding. The Authority comment that within their limited experience, there are no constraints on their putting the affordability case.

5 Ministerial Decisions

Ministers decided on 4 December 1980 (E,(80), 43rd meeting, Item 1, Conclusion 6) that no action need be taken to end unilateral access for this group unless and until it become apparent that the staff were seeking to use the agreement in an unacceptable manner.

6 This Pay Round

All groups now have well established Civil Service analogues so that arbitration is most unlikely. The due date of settlement is 1 April 1982.

7 Powers of the Minister

The Secretary of State for Energy has no powers to change these arbitration arrangements. He could attempt to do so only through persuasion and encouragement.

KEY TO ABBREVIATIONS

AABES	Association of Agricultural Education Staffs
AAM	Association of Assistant Mistresses
ABT	Association of Building Technicians
ACC	Association of County Councils
ACB	Association of Chemical Biochemists
ACPO	Association of Chief Police Officers
ACTSS	Association of Clerical, Technical and Scientific Staff
ADBS	Association of Directors of Education - Scotland
ADO	Association of Dispensing Opticians
ADRO	Association of Government Supervisors and Radio Officers
AHASCES	Association of Higher Academic Staff in Colleges of Education Scotland
AHROO	Association of Hospital and Residential Care Officers
ALCES	Association of Lecturers in Colleges of Education Scotland
ALCI	Association of Lecturers in Central Institutions
AMMA	Assistant Masters & Mistresses Association
AMEE	Association of Managerial Electrical Executives
ANA	Association of Nurse Administrators
APC	Association of Principals in Colleges
APEX	Association of Professional, Executive, Clerical and Computer Staff
APO	Association of Planning Officers
APSFO	Association of Public Service Finance Officers
APSPE	Association of Public Service Professional Engineers
APTEM	Association of Passenger Transport Executives and Managers
ASBSBSW	Amalgamated Society of Boiler-makers, Shipwrights, Blacksmiths and Structural Workers
ASLEF	Associated Society of Locomotive Engineers and Firemen
ASM	Association of Supervisors of Midwives
ASTMS	Association of Supervisory, Technical and Managerial Staff
ASW	Amalgamated Society of Woodworkers
ATCDE	Association of Teachers in Colleges and Departments of Education
ATTI	Association of Teachers in Technical Institutes
AUCAS	Association of University Clinical Academic Staff
AUEM	Amalgamated Union of Engineering Workers
AUEM(E)	Amalgamated Union of Engineering Workers (Engineering Section)
AUEM(F)	Amalgamated Union of Engineering Workers (Foundry Section)

AUT Association of University Teachers
 BACM British Association of Colliery Managers
 BALPA British Airline Pilots Association
 BAOT British Association of Occupational Therapists
 BAOLPE British Association of Organisers and Lecturers in Physical Education
 BDA British Dental Association
 BDIA British Diabetic Association
 BI Building Industry
 BMA British Medical Association
 BOS British Ophthalmic Society
 BTOG British Transport Officers Guild
 CACFOA Chief and Assistant Chief Fire Officers Association
 CCNS Central Council for Non Teaching Staffs in Universities
 CELA Chief Executives of Local Authorities
 CH AND DE Coppersmiths, Heating and Domestic Engineers
 CIASSC Central Institutes Staff Salaries Committee
 CO Chief Officers
 COG Chief Officers Guild
 COHSE Confederation of Health Service Employers
 COLA Chief Officials of Local Authorities
 COLAFB Chief Officers of Local Authority Fire Brigades
 CPSA Civil and Public Services Association
 CSEU Confederation of Shipbuilding and Engineering Unions
 CSP Chartered Society of Physiotherapy
 CSU Civil Service Union
 EEF Engineering Employers' Federation
 EETPU Electrical, Electronic, Telecommunication and Plumbing Union
 EIS Educational Institute of Scotland
 EMA Engineers and Managers Association
 EPEA Electrical Power Engineers Association
 FBU Fire Brigades Union
 FDA First Division Association
 FLWND Federation of London Wholesale Newspaper Distribution
 FTATU Furniture, Timber and Allied Trades Union
 GHP Guild of Hospital Pharmacists
 GLC/SA Greater London Council Staff Association

GNWU General and Municipal Workers Union
 GWSO Guild of Water Service Senior Officers
 HPA Hospital Physicists Association
 HVA Health Visitors Association
 IFA Institution of Professional Civil Servants
 IPCS Inland Revenue Staff Federation
 IRSP Iron and Steel Trades Confederation
 ISTE Managerial, Administrative, Technical and Supervisory Association
 MATSA
 MMSA Mercantile Marine Services Association
 MNAGA Merchant Navy and Airline Officers Association
 MNOODS National Association of Colliery Overmen Deputies and Shotfirers
 NAFO National Association of Inspectors and Educational Organisers
 NAHT National Association of Head Teachers
 NALGO National Association of Local Government Officers
 NAPO National Association of Probation Officers
 NAS National Association of Schoolmasters
 NATFHE National Association of Teachers in Further and Higher Education
 NATSOPA National Society of Operative Printers, Graphical and Media Personnel
 NATTKE National Association of Theatrical, Television and Kine Employees
 NCCC National Craftsmens Co-ordinating Committee
 NCOI National Council for the Omnibus Industry
 NFSP National Federation of Sub-Postmasters
 NUAAW National Union of Agricultural and Allied Workers
 NUB National Union of Blastfurnacemen, Ore Miners, Coke Workers, and Kindred Trades
 NULAS National Union of Local Authority Secretaries
 NUM National Union of Miners
 NUPE National Union of Public Employees
 NUR National Union of Railwaymen
 NUSMWC National Union of Sheet Metal Workers, Coppersmiths, Heating and Domestic Engineers
 NUT National Union of Teachers
 PCUK Police Council for the United Kingdom
 PF Police Federation
 POA Prison Officers Association
 POEU Post Office Engineering Union
 POMS A Post Office Management and Staffs Association
 POGSNC Post Office Senior Staff Negotiating Committee

PSA	Police Superintendents Association
PTE	Passenger Transport Executive
RCM	Royal College of Midwives
RCM	Royal College of Nursing
REOU	Radio and Electronic Officers Union
ROP	Radio Officers Panel
RSNC	Railway Staff National Council
SAIMA	Shipbuilding and Allied Industries Management Association
SANA	Scottish Association of Nurse Administrators
SASCES	Salaries of Academic Staff in Colleges of Education Scotland
SATA	Supervisory, Administrative and Technical Association
SCPS	Society of Civil and Public Servants
SFEA	Scottish Further Education Association
SHVA	Scottish Health Visitors Association
SIMA	Steel Industry Management Association
SPOA	Scottish Prison Officers Association
SPOE	Society of Post Office Executives
SR	Society of Radiographers
SRG	Society of Remedial Gymnasts
SSA	Scottish School Teachers Association
SSDP	Scottish Society of Directors of Planning
SSTA	Scottish Secondary Teachers Association
STSC	Scottish Teachers Salaries Committee
STA	Scottish Typographical Association
STAMP	Supervisory, Technical, Administrative, Managerial and Professional Section of UCATT
TASS	Technical and Supervisory Staffs
TCOA	Telephone Contract Officers Association
TGWU	Transport and General Workers Union
TSSA	Transport Salaried Staffs Association
TWSA	Thames Water Staff Association
UCATT	Union of Construction, Allied Trades and Technicians
UCDS	Union of County and District Secretaries
UPW	Union of Post Officer Workers
UCW	Union of Communications Workers
URTU	United Road Transport Union
UWT	Union of Women Teachers
WSS	Water Service Staffs
WSSS	Water Service Senior Staffs