

UNIVERSITY OF SOUTHAMPTON

THE IMPACT AND IMPLICATIONS OF TECHNOLOGICAL
CHANGE AT SOUTHAMPTON DOCKS

by Richard Lowe

Master of Philosophy

Faculty of Social Sciences

UNIVERSITY OF SOUTHAMPTON

ABSTRACT

FACULTY OF SOCIAL SCIENCES

SOCIOLOGY AND SOCIAL ADMINISTRATION

Master of Philosophy

THE IMPACT AND IMPLICATIONS OF TECHNOLOGICAL
CHANGE AT SOUTHAMPTON DOCKS

by Richard Lowe

This study attempts to isolate and examine the degree to which the impact and implications of technological change through the Devlin modernisation programme and the related subsequent comprehensive productivity agreement influenced sequential developments in industrial relations in Southampton Docks, and spans a period of twelve years from 1970 to 1982.

The extent of trade union training and education to cope with productivity bargaining is examined. Secondly, how managerial style and control responded in divergent industrial relations settings is analysed. This area is further examined in the extent to which the exclusion of non-dock worker grades from the initial productivity package laid foundation for subsequent industrial relations problems. Thirdly, the change in trade union attitudes towards productivity bargaining is assessed, which differentiates the initial trade union support with subsequent criticism as the implications of technological change unfolded. Furthermore, a policy list of recommendations for trade union shop stewards involved in negotiations surrounding new technology is given.

ACKNOWLEDGEMENTS

=====

The completion of this study would not have been possible without the encouragement and assistance of a number of people. Firstly, I would like to thank Mr. John Goble and Mr. Bill Etherington of the Transport Salaried Staffs Association, whose initial assistance enabled me to start the dissertation. I am extremely grateful to my supervisors, Professor J.H. Smith and Dr. J. Clark, of the University of Southampton, for their invaluable guidance, direction and advice. Thanks also to Doreen Davies of the Department of Sociology and Social Administration for her friendly assistance and words of encouragement throughout the project. I would like to thank John Fisher for giving me assistance with certain information which he allowed me to use in this study.

The Southampton Docks Shop Stewards, retired and in office, afforded me much time, to whom I am indebted; particularly Mr. Denny Harryman, Mr. Jim Barrett, Mr. George Cox and Mr. Ned Sparks. I also wish to thank Mr. John Fawcitt for his keen assistance in correcting numerous draft copies and finally, a special thanks to Lorna Page who gave this project priority over other tasks and cheerfully and speedily typed the study within a very tight schedule.

R. Lowe

April 1987

CONTENTS

	<u>Page Number</u>
 <u>CHAPTER 1 - INTRODUCTION</u>	
1.1	Background and Aim of the Study 1
1.2	Structure 2
1.3	Research Design and Methods 4
 <u>CHAPTER 2 - THE EVOLUTION OF PRODUCTIVITY BARGAINING</u>	
2.1	Introduction 7
2.2	The Fawley Experience 8
2.3	The Process of Bargaining 9
2.4	Concerns for Government and Industry 12
2.5	The Reform of Collective Bargaining Structure 15
2.6	1 - The Pre 1969 Period 18
2.7	2 - The Period 1960-1963 20
2.8	3 - The Period 1963-1966 (July) 23
2.9	4 - The Period July 1966-1969 (August) 28
2.10	5 - The Period from 1969 to the Implementation of the Southampton Blue Book 1970 32
 <u>CHAPTER 3 - TOPICS SURROUNDING PRODUCTIVITY BARGAINING AND A COMMITMENT TO ACTION IN THE DOCKS</u>	
3.1	Implications of Productivity Bargaining in the Southampton Area 36
3.2	The Trade Union Response Towards Productivity Bargaining 40
3.3	Important Events Leading to Devlin 43
3.4	The Devlin Inquiry 1965/66 51
3.5	The Productivity Concept and the Devlin Report 58
3.6	Summary and Conclusions of Part I 60

CHAPTER 4 - THE SOUTHAMPTON DECASUALISATION
AND MODERNISATION NEGOTIATIONS:
1967-1970

4.1	Introduction	66
4.2	Early Attempts at the 'Productivity Package' Commitment	67
4.3	Negotiations leading to Decasualisation and the Implementation of Devlin	70
4.4	The Southampton Devlin Phase I Agreement	72
4.5	Welfare Schemes	76
4.6	The Southampton Devlin Phase II Agreement	77
4.7	Local Opposition to the Devlin Programme	89
4.8	The Impact of Containerisation on Working Practices	94
4.9	The New Container Depot	94
4.10	Lashers	96
4.11	Van Carriers	97
4.12	The Three Shift System	99
4.13	Weekend Working	102
4.14	The Growth and Scope of Containerisation	103
4.15	Conclusions	105

CHAPTER 5 - THE EXTENSION OF MODERNISATION:
THE SOUTH AFRICAN CONTAINER TRADE
NEGOTIATIONS 1976-78

5.1	Introduction	109
5.2	Expansion after Decasualisation	109
5.3	Hours of Work at 204/205 Berths	111
5.4	Manning at 204/205 Berths (Far East Trade)	111
5.5	The Conventional Cargo Cape Trade	113
5.6	Manning of Cape Mail Berths 102/104	114
5.7	The South African Container Trade Negotiations	115
5.8	Conclusions	148

	<u>Page Number</u>
<u>CHAPTER 6 - THE DISPUTES OF 1981-82</u>	
6.1 Introduction	152
6.2 Background to the Disputes	152
6.3 Voluntary Severance (RDW's)	156
6.4 The Zama Maru Car-Ship Dispute	159
6.5 Short Summary	161
6.6 The Registered Dock Worker's Dispute	162
6.7 The Lock-Out	164
6.8 A Turn for the Worse	167
6.9 Container Profits	168
6.10 The Port goes on Day Work	168
6.11 Pay Bill Costs and Severances	169
6.12 Breakthrough in Talks	170
6.13 The 18 Month Agreement and Final Breakthrough	171
6.14 The Foremen's Dispute	174
6.15 The Checker's Dispute	178
6.16 Towards a 'Final Solution'	187
6.17 Costs and Criticisms of the Dispute	192
6.18 Summary and Conclusions	194
 <u>CHAPTER 7 - PERCEPTIONS AND ATTITUDES OF SHOP STEWARDS TOWARDS THE 1970 PRODUCTIVITY DEAL</u>	 198
 <u>CHAPTER 8 - FINAL CONCLUSIONS AND POLICY CHECKLIST</u>	 220

APPENDIX

REFERENCES

PART I

CHAPTER 1

INTRODUCTION

1.1 Background and Aim of the Study

The origin of this dissertation took place nearly ten years ago when I was studying for a Certificate in Industrial Relations in the Department of Adult Education at the University of Southampton. Students had to devote the final year of the three year course by completing a dissertation connected with their work. I later went on to study for a Diploma in Personnel Management at the Southampton College of Higher Education, and likewise this course entailed producing a workplace related dissertation. I have been working in Southampton Docks for a container handling company since 1972 and have been active in the trade union movement from 1973 onwards. The early 1970's in the docks was a period involving vast technological change, requiring radical alterations to work practices and industrial relations more generally. The two short dissertations mentioned above provided the preliminary work which led me to apply for a part-time Master of Philosophy in the Department of Sociology and Social Administration at the University of Southampton.

The principal aim of this dissertation is to examine the degree to which the implications and impact of technological change through the Devlin modernisation programme and the related subsequent comprehensive productivity agreement, influenced sequential developments in industrial relations in Southampton Docks. From the experience of the past twenty years the dissertation also aims to develop some policy conclusions for trade unions.

The main participants of the modernisation programme were 'registered dock workers', therefore the

first major topic to be explored will be to examine how far productivity bargaining altered their terms and conditions; and how managerial control and style responded to divergent industrial relations settings. The second area to be examined is the extent to which the exclusion of 'non-dockworker' grades from the original productivity package laid foundation for subsequent industrial relation problems. Thirdly, changes in trade union attitudes towards productivity bargaining will be examined. This will differentiate the initial trade union support with subsequent criticisms as the impact of technological change and implications of industrial relations unfolded. Finally, I will view trade union education relating to productivity bargaining, focussing on its inadequacies in the light of the Southampton docks experience.

1.2 Structure

The dissertation contains two main parts. The setting and direction of the research is presented in Part I and contains two chapters. The first chapter of Part I (Chapter 2) examines the change in direction of collective bargaining on a broad macro level and provides background material to the concept of productivity bargaining. In addition, reference will be made to the evolutionary phases of productivity bargaining which establishes a sub-division of the total span of interest thus providing a basis for the subsequent analysis. Chapter 3 examines the principal areas of debate about productivity bargaining in the British port transport industry leading up to the publication of the Devlin Report in 1965, with particular reference to Southampton Docks. Devlin advocated a two-stage programme of reform, involving firstly

the abolition of the casual system and secondly the introduction of modernised handling methods through locally established productivity bargains. This chapter will therefore examine the operation of the casual system and discuss the problems the Devlin Commission had to overcome. In addition, the commitment for changing work practices is examined and concludes with a summary of the reasons behind Devlin's programme for reform.

Part II of the dissertation examines three important series of negotiations that occurred in Southampton Docks in the twenty years following the publication of the Devlin Report. Chapter 4 details the negotiations in Southampton which eventually led to decasualisation and the agreed acceptance of modernised methods which included containerisation. In addition it examines the related agreements that put the principle of containerisation into practice. This meant radically reshaping agreements involving manning and hours of work. Chapter 5 then discusses the negotiations which took place between 1976 and 1978 on manning levels and rates of pay connected with the South African container trade. These negotiations involved an extension of modernisation as this trade was previously handled by conventional break-bulk methods. A different form of bargaining was adopted by management which was vastly distinct from that which had prevailed in the late 1960's. Chapter 6 examines the disputes of 1981/82 which occurred in Southampton Docks that focussed upon disagreements between different grades of workers relating to 'comparabilities' of pay and manning levels. The origin of these disagreements are traced back to the initial productivity agreement established in 1970.

Chapter 7 analyses the perceptions and attitudes of dockworker shop stewards towards the 1970 productivity package; the South African Container trade negotiations between 1976-1978, and finally, the comparability disputes of 1981-1982. Furthermore, a comparison is made with the findings of the comprehensive investigation of productivity bargaining by McKersie and Hunter (1973). They deemed that both management and labour could expect to gain from an agreed productivity package. They equated the respective terms of improved management control and operating effectiveness on the one hand, and increased pay and benefits on the other. In a final chapter, the findings of the dissertation are summarised, and a 'policy checklist' is given which makes recommendations for changes in union policy and priorities.

1.3 Research Design and Methods

The time scale of the study covers a twelve year period from 1970 to 1982. To limit the number of variable factors, a period was chosen when the Port of Southampton was managed by the same employer. The British Transport Docks Board (BTDB) was set up by the 1962 Transport Act. In December 1982 the BTDB was wound up when its nineteen ports were privatised and the newly formed company became the Associated British Ports (ABP). During the period studied three benchmarks of vast industrial relations importance took place at the port. Firstly, in 1970 the implementation of the Devlin recommendations occurred and introduced radical changes to agreements and work practices. Secondly, in 1976 negotiations commenced to expand containerisation at the port. This caused much concern to the workforce, with particular reference to manpower needs. Finally,

a series of 'comparability' disputes occurred involving both pay and manning, covering a fifteen month period from early 1981 to mid 1982. The foundations of these disputes went back to the initial 1970 Devlin modernisation agreement. These three benchmarks are examined in isolation and form three separate case studies. To establish a cross reference to the conclusions of the case studies a questionnaire was constructed and interviews conducted involving the negotiating shop stewards. The information obtained by this method was used to make a graphical analysis of the periods examined.

Data for social research can be obtained in a number of ways, each of which is subject to limitations. The various methods used in this study are as follows. The research of Chapters 2 and 3 is based on secondary information through documentary sources of existing literature. Chapters 4, 5 and 6 form three separate case studies from primary sources based on interviews, reviewing agreements and minutes of meetings between management and trade unions, Government Reports, statutes and regulations. These primary sources are supported by secondary information. Chapter 7 gives an analysis of the questionnaire and interview of dockworkers shop stewards involved in either all or some of the series of negotiations examined. The comments noted during the interviews proved to be rich in information. Furthermore, I have been employed at the container berths since 1972 and have had personal experience of the impact of technological change at the place of work and its implications. I have drawn on this throughout the study.

There was however, one difficulty which was not overcome. Since pay was a central feature of

all the periods examined, I attempted to obtain information regarding wage rates and the amounts of overtime worked of the grades covered in the research. This information was to be used to isolate and quantify the wage impact of productivity bargaining within an intra-plant labour market. However, due to the delicate industrial relations situation of the time, management declined to provide this information.

In the absence of the pay data, the study has taken the form of an historical account of the circumstances and consequences of the development of productivity bargaining in Southampton docks between 1970 and 1982. Given the significance of historical factors in industrial relations in the port industry generally, this would in any case be an essential feature of any study. It is hoped that this description and analysis of an important series of events will be seen as a useful contribution to knowledge.

CHAPTER 2

THE EVOLUTION OF PRODUCTIVITY BARGAINING

2.1 Introduction

In 1968, after several years of research, the Donovan Commission produced an analysis of the industrial relations system in Britain. The Report called for more formal bargaining leading to written plant or company agreements. During this period the deliberate encouragement of productivity bargaining had become a major feature of Government policy. This encouragement was given through the establishment of a rigid and relatively low pay increase norm via Incomes Policy legislation. The important point regarding this research is that, in the main, it was only possible to exceed this norm by 'criteria' which would promote increased productivity.

Since the early 1960's, increasingly concerned by the relatively poor comparative productivity records of some of their British plants, a number of multi-nationals including Esso, Mobil, Alcan and ICI implemented productivity agreements enshrined in 'investment' patterns. The form in the port transport industry which productivity bargaining was established, was the Devlin modernisation programme, and involved two phases; decasualisation of labour and the modernisation of working practices. An earlier model used by port employers was the Mechanisation and Modernisation (M & M) agreement on the West Coast of the U.S. in 1960. In return for 'flexibility' dockers were guaranteed work and substantial retirement benefits.

The examples of both Devlin and the U.S. M & M agreement contained all the standard elements of productivity bargaining, including the promise

of large wage increases and benefits, and in the early stages, the offer to remedy some longstanding grievance. In the case of the dock industry the longstanding grievance was casual labour. It is the aim of this chapter to explore the change in industrial relations that led to support productivity bargaining. The change in direction of collective bargaining is examined in broad terms rather than local labour market level, so as to provide a backcloth to the concept of productivity bargaining and establishes a basis for the subsequent analysis.

2.2 The Fawley Experience

The Fawley agreements of 1960 provide a generally agreed starting point of productivity bargaining. They were unique at that time in that the agreement covered all the workers in the plant and encompassed a complexity of changes at a single step. The direct relationship between these changes was through collective bargaining (1). According to another observer (2) Fawley was extremely radical in that the negotiations were conducted together with workshop representatives of all the unions concerned throughout the plant. (See footnote).

Flanders himself said of the agreements in his comprehensive study of Fawley that: 'The agreements were without precedent or even proximate parallel in the history of collective bargaining in Great Britain' (3). The outstanding feature of the Fawley experience was the use of collective bargaining

Footnote: It is worth noting at this point that the productivity bargaining experience at Southampton docks seven years later did not conform to this pattern at all. The closest liaison was the establishment of a working party of dock foremen and dock workers representatives. The scope of the working party in the main was to review handling methods and manning levels; therefore several other grades were outside the field of interest.

to revise inefficient work practices (4). Flanders' own interpretation of productivity bargaining was clear on this point: 'The principle common to all productivity bargaining is the furnishing of an economic inducement for an acceptance of change' (5). This opinion closely suited the situation which arose later in Southampton docks, because the 'fair exchange' or 'quid pro quo' of money for conditions, brought into focus the complex nature of the 'responsibilities' of trade union representatives. According to this approach, productivity bargaining presented an opportunity for advancing a company along the road of renewed increased flexibility and efficiency of labour. It provided management with an occasion to change working practices in order to increase the control of labour.

To understand the development of productivity bargaining we now consider:- why was it necessary in the first place? What effect did it have on workplace collective bargaining and what were the wider issues that surrounded it?

2.3 The Process of Bargaining

The purpose of an industrial relations system is to establish rules of employment. These may be written, oral or custom-and-practice. The influential work of John Dunlop (see footnote) classified these rules as substantive or procedural.

Footnote: In 1958 Dunlop published Industrial Relations Systems. The rules of industrial relations, according to Dunlop, have to be explained by the 'dependent' variables of an industrial relations system. There are three sets of dependent variables: the 'actors', the 'contexts' and the 'ideology'. The actors comprise of a hierarchy of managers, a hierarchy of non-managerial employees and their spokesmen, and specialised third party agencies.

The purpose of Dunlop's study was to present a general theory of industrial relations and to gain an understanding of the widest possible range of industrial relations facts and practices. The systems model has, however, been criticised on certain grounds. For example, Dunlop failed to define the term 'system', whilst he concentrated on the structural aspects of industrial relations rather than its processes. Furthermore, Marxists considered that systems thinking is too protective of the status quo, and that it stresses the consensus nature of society and industrial relations rather than its conflict aspects. (see footnote)

This would suggest there are vitally important differences between bargaining situations. For example a sole shop steward may negotiate collectively with a sole manager. Bargaining may, however, also be collective in another sense, where a negotiating committee of shop stewards faces a negotiating committee of managers. This instance adds another dimension to the bargaining process in that the committee have continuously to reach decisions themselves before these decisions can serve a basis for negotiation.

Relative to this study there is another difference between bargaining situations which is more subtle. This is the very important distinction between 'distributive' and 'integrative' bargaining. There are of course many possible stages between completely distributive and completely integrative bargaining.

Footnote: Farnham and Pimlott argue in Understanding Industrial Relations (1979) pp.62-70, that the Marxist approach is overshadowed by a wider pluralist concept of conducting industrial relations.

Distributive bargaining occurs in situations where the opposing sides (actors) are in basic conflict over the way something should be divided or distributed (6). In simple terms an issue divides the contestants and one side's gain is the other's loss. In such cases agreement has to be reached over how to divide limited resources. An analogous situation arises where the cake is to be shared so that a larger slice for one contestant means a smaller size for the other (see footnote).

Conversely, integrative bargaining is more difficult to describe. In a sense it involves negotiators trying to increase the size of the cake without necessarily arguing about how it should be divided. The vital notion is that integrative bargaining aims to increase the size of the cake, whereas distributive bargaining aims only to divide it, does suggest a major difference between them. Integrative bargaining occurs when both sides recognise that they have one (or more) common problem. The solution of these problems is to everyone's advantage so that a common problem-solving approach is needed. Situations responsive to integrative bargaining arose with the development and negotiations of 'pay and productivity' agreements.

Footnote: An example of distributive bargaining includes negotiations over piecework rates which were prevalent in the dock industry. The analogy of 'sharing-the-cake' is explained by Mary McDougall in Personnel Management, August 1970, in an article entitled 'Sharing the Productivity Cake'. She describes how the emphasis on productivity and the attempt to use improvements in productivity as a criterion for wage increases had created a paradoxical result, as the situation of determining wage levels lacked any really viable quantification. Her major question raised was how to determine the workers share of the surplus created by : finance for capital costs, reductions of consumer prices, and increases in wages?

Productivity bargaining therefore became synonymous with integrative bargaining and was a vehicle to overcome the problems that involved radical work place arrangements. In these circumstances negotiators may have to wrestle with several major items at the same time, needing an element of mutual trust, frankness and wider communication. Therefore, integrative bargaining is a much more exploratory affair demanding longer time limits, informality and in some cases 'working party' meetings. In short, the main contrast between integrative and distributive bargaining is that they have different aims (see footnote). The central issue surrounding productivity bargaining was that it dramatically reformed the collective bargaining process (7), which was the main method of conducting industrial relations in Britain.

2.4 Concerns for Government and Industry

Bargaining levels became increasingly wider at shop floor level which was brought about by the increase in growth and power of the shop steward movement. Employers not only had to recognise shop steward work place bargaining but many encouraged this method. They did so in order to retain labour in a period of high employment and in order to motivate workers to reach required production levels.

Footnote: Productivity bargaining, however, was further complicated in that much of the bargaining is 'mixed', i.e. it is partly distributive and partly integrative. This is to say that at some stage a price had to be recognised for the acceptance of a multiplicity of changes.

Conversely, the trade unions became affected by the forms of wage controls since Sir Stafford Cripp's successful pay freeze in 1948-50. The key factor for the trade unions to recognise was the relationship between 'stop-go' policy and mounting unemployment. In addition, during the 1950's an area of major concern for the unions was created by a government commitment to increase automation (8). The TUC supported automation and in a 1956 statement concluded that trade unionists had more to fear from too little automation than from too much (9).

Furthermore, they approved a statement of the term of automation as interpreted by the Department of Scientific and Industrial Research publication of 1955. Thus automation was described as 'the confluence of three systems of development culminating in automatic machinery, automatic control and automatic processing of data'. (10)

This view, however, was not intended to imply that the TUC General Council were indifferent to the problems that could arise for trade union members. For this reason the 1956 statement laid down general safeguards as minimum requirements for trade union 'co-operation' and subsequently suggested a number of recommendations. Two major recommendations were tabled relevant to the modernisation programme of the docks which was in its initial stages during 1965. They were that the TUC advocated that workers should be consulted and informed in advance about specific developments; and secondly the benefits of technological progress should be shared by all on an equitable basis.⁽¹¹⁾ The latter suggestion was similarly advocated in the National Board of Prices and Incomes (NBPI) productivity bargaining guidelines. However, the TUC were

critical of managements in remodernising industry, stating that 'in the past technological change has taken place without much attention being given to the interests of the workers'. (12)

It is worth noting here that between 1956 and 1965 the term 'automation' had been rephrased as 'technological change' (see footnote). In addition, the 1965 TUC publication indicated a change in direction of attitudes towards productivity bargaining, advocating that 'the benefits of technological change should be shared by all on an equitable basis'. This suggests a shift towards a 'sharing of the cake' style of bargaining; namely integrative bargaining. 'In short integrative bargaining is more of a problem-solving process and a positive-sum game with benefits for both parties. It takes place, for example, in the development and negotiation of pay and productivity agreements' (13).

The campaign supporting productivity bargaining during this period, it could be suggested, took the shape of a propaganda programme. Two major publications disseminated the publicity of productivity bargaining. Expert opinion was greatly influenced by a second publication of Flanders' 'The Fawley Productivity Agreements'. Flanders persuasively argued that the principles underlying the Fawley agreements could potentially be applied to the rest of British industry. The plausibility of this application was focussed in a much publicised and influential newspaper article written by William

Footnote: Whether this happened by design or otherwise is not known, but 'automation' became a word synonymous with job losses and redundancy. Any trade unionist would oppose such situations but would they oppose so fervently or stand in the way of 'technological progress'?

Allen in 1964. He portrayed the country as 'half-time Britain', suffering the symptoms of gross over-manning in many industries and working excessive amounts of overtime (14).

Allen (who was responsible for the structure of the Fawley Blue Book proposals) blamed industry-wide bargaining for poor productivity performances. The introduction of plant bargaining would have made possible improvements of up to 30 per cent in the efficiency of labour utilisation. According to a comparison with Rotterdam docks the level of productivity in British ports reached about two-thirds its potential (15) (see footnote). The advice of McKersie and Hunter was that 'once management recognises that all customs and practices serve a social purpose, they are on the threshold of being able to alter these arrangements by dealing with their underlying causes' (16). To achieve this aim the entire structure of collective bargaining required reforming.

2.5 The Reform of Collective Bargaining Structure

The Royal Commission on Trade Unions and Employers Associations was set up in 1965 under the chairmanship of Lord Devlin, partly because of increasing public criticism of the British industrial relations system during the 1960's. The Donovan Commission, after three years of study, produced in June 1968 what was a most comprehensive study of trade unions

Footnote: However, the Devlin Committee criticised management for failing to monitor any systematic study of time wasting practices, after having so bitterly complained of them. Management had no idea how much malpractice cost in terms of money, nor did they draw any distinction between practices deliberately created as protective measures and bad habits which firmer discipline could have cured. Final Report of the Committee of Inquiry (Port Transport) P.11.

and employers associations. The report consisted of over 300 pages of detailed information, which was supplemented by separate research papers (17). These papers analysed in greater detail information regarding the role of the shop steward, disputes procedures, restrictive practices as well as productivity bargaining.

Donovan's now famous description of industrial relations was a two tier system each being at odds with each other. 'One is the formal system embodied in the official institutions. The other is the informal system created by the actual behaviour of trade unions and employers associations, of managers, shop stewards and workers' (18). In broad terms, the report suggested four basic changes to existing arrangements. Firstly, there should be a change in the relative importance of different levels of negotiations; secondly, changes in the form of agreements; thirdly, a shift in bargaining structure affecting the scope or content of agreement. Finally, an extension and widening of the bargaining unit (i.e. the group of workers to which a given agreement applied) should occur (19). One observer criticised companies having been too complacent for far too long within the scope of industry-wide agreements (20).

The crux of Donovan's recommendations in relation to productivity bargaining was that by experience it 'shows what can be accomplished by the conclusion of company and factory agreements. The proposals made for reform of the collective bargaining system are therefore fundamental to the improved use of manpower' (21).

In summary form, the need for collective bargaining reform came about by the increased power of shop

stewards at plant level on the one hand, and the need for government to keep pace with growing technology which increases the efficient use of manpower (productivity) on the other. The tool to such ends, it was suggested, was productivity bargaining; to be advocated and implemented by management, thus shifting from a traditional 'distributive bargaining' method to a problem-solving 'integrative' style (22).

It is worthy of note here that productivity bargaining was fundamentally one of an approach to a problem involving industrial change. The prime-mover in this situation was management and together with the trade unions tackled the problem areas with a joint approach. Thus, unions were encouraged to be responsive rather than reactive to arrangements involving sweeping changes.

The issues which surrounded the development of productivity bargaining were both social, economic and political. It is intended, therefore, to describe the change of direction in collective bargaining practice of the 1960-1970 period. Attention will be drawn to the development of productivity bargaining and the wider issues that surrounded it. McKersie and Hunter's study (23) categorised the development of productivity bargaining as periods between 1960-66 and 1967-70 (24). In effect, during the period of 1960-1963, only the Fawley agreement existed as a comprehensive productivity package (25).

To offer a wider definition to the impact of productivity bargaining, the subject appears to have fallen into five main areas of development, namely:-

- 1 - The period preceding 1960, i.e. the history of productivity bargaining.
- 2 - The period 1960-63, when Esso were the principal participants.
- 3 - The period 1963-1966 (July), during which some 30 comprehensive deals were struck.
- 4 - The period July 1966 - August 1969, representing the main growth and incidence.
- 5 - The period from 1969 to the implementation of the Southampton Dock Blue Book 1970.

2.6 1 - The Pre 1960 Period

Flanders' description of the Fawley Blue Book as being 'without precedent or proximate parallel' may receive justification, as no other agreement had been established in the Fawley form, or had the extent and depth of change as did the Fawley Agreement. Flexibility had been an issue since 1945, when a national agreement in the dyeing industry allowed transfers of manning from one machine to another and between workshops in return for the closed shop (26).

A similar experience to the Fawley agreement was finalised in 1948 between Standard Triumph International and the Coventry District Committee of the Confederation of Shipbuilding and Engineering Unions that took two years to negotiate (27). Although the agreement was not based on estimated savings and did not include control systems, the

detailed negotiations did however identify with a single negotiating body that covered the plant and led to a revised wage structure and reorganisation of the labour force. The aim of the Company was to simplify the introduction of new models by erasing the problems of industrial piece-work revision and by establishing a work group incentive. This was achieved by revising the division of the manual labour force into a number of large gangs and the introduction of production bonuses payable to each gang in proportion to the estimated output achievement. In addition, output bonuses were also formulated for those not included in the groups.

Companies such as Joseph Lucas and the British Motor Corporation frequently carried out small-scale productivity deals through reorganisation on the evidence of the work study department. The extent of the reallocation of tasks, the degree of flexibility accepted and the consequent savings in manpower may have been as extensive as in several comprehensive productivity agreements.

The introduction of such agreements were mainly tacit rather than the 'enshrined formal' productivity agreement. It was the prevalence of undesirable and unrecognised informal arrangements within the plant that was analysed as a function of the national bargaining system by E.H. Phelps Brown in 1960 (28). The main obstacle to wage bargaining within the firm was the relationship between national bargaining and the role of the shop stewards.

The trade unions were encouraged to make: '.... more explicit provision for the bargaining function of shop stewards' (29).

2.7 2 - The Period 1960-63

The Esso Fawley agreements were signed in July 1960. Although there were limited and informal productivity packages among Esso's near neighbours in the Fawley complex, it was over three years before the second major productivity deal was struck. However, during this period, and especially towards the end of it, negotiations were taking place in a number of areas.

It was a period set against a backcloth of proposals urging change and productivity, but at the same time providing a platform of legislation to provide increased security for workers. These measures included a survey of redundancy schemes by the Ministry of Labour (23.1.63); secondly, the implementation of the Contract of Employment Act (31.7.63). Thirdly, the Industrial Training Bill was published on 14.11.63, and finally the Office, Shops and Railway Premises Act was established (19.12.63) (30).

An area of major concern during this period was the impact of increasing redundancy. The consequences of automated systems reduced job opportunities which resulted in mounting trade union opposition. With this in mind and a government striving to achieve higher production performances for its labour, a means needed to be implemented to reduce union fears and opposition. To this end the Redundancy Payment Act was established in 1965 which gave workers a 'property right' value on their jobs. Should a 'job disappear' a worker would, in certain instances, receive a redundancy payment in an attempt to increase the mobility of labour. The effect of this legislation improved the means of re-equipping many outdated industries.

Between 1961-62 discussions took place between the Shipbuilding Employers' Federation and the unions, under the chairmanship of a senior official of the Ministry of Labour. The focus of attention was the inefficient utilisation of labour in British shipyards. Although the discussions did not come to fruition immediately, they proved to be instrumental in the longer term for the successful conclusion of flexibility and inter-changeability agreements at district and yard levels some years later.

It is of particular interest that these negotiations were suggestive of a different type of productivity bargaining unrelated to the Esso negotiations.

The important issue to establish here is that productivity is not the same thing as efficiency.

'The measure of efficiency is profit - productivity is a quantitative measure - how much is produced per unit of capital or per unit of labour' (31).

Early in 1962 the two sides of the electricity supply industry considered the question of productivity as a means of improving the status of industrial staff. Most discussions took place confidentially within a Sub-Committee of the National Joint Industrial Council, and it was not until February 1963 that a three year conventional agreement became effective. The second stage of the 'staff-status' negotiations was agreed in principle in November 1964 and ratified in January 1965 (32). The results of the agreement were that: ' overtime was sharply reduced. The workers received cushioning payments to ease the transition to much lower levels of overtime' (33).

Similarly, a series of discussions had commenced with progressive firms by the end of 1963 that included British Hydrocarbon Chemicals, Alcan

Industries (Rogerstone), Shell Petrochemicals (Carrington) and the Spencer Steel Works of Richard Thomas and Baldwin; who after analysing the Fawley experience realised the potential benefits that could accrue from productivity bargaining.

The development of thinking during this period is particularly noteworthy. Not only did details of the Fawley experience attract public attention by 1962, but also at that time, another radical agreement had been reported in the docks industry on the West Coast of the United States. In October 1960, agreements were concluded between the Pacific Maritime Association and the International Longshoremen's and Warehousemen's Union (34).

The heart of the package centred around the need to reduce restrictive practices. 'Buying the Book' was first given expression by this deal. Ending restrictive practices through the establishment of a trust fund (\$29m during the first 5½ years of the agreement), to ease early retirement, appeared safer than 'buying out' restrictive practices by means of a straight wage increase.

The 'buying-out' analysis did not conform to Esso management's view of the nature or general principle of productivity bargaining (35). The Fawley Blue Book had bought out only some restrictive practices leaving others to be dealt with at a later date (36). There were, however, obvious links between the American experience and the Fawley agreement as both involved the process of technological change and both set up revised wage-payments systems. Management thinking was focussed on the development of the approaches to sharing the benefits of improved productivity. In the U.S. and Great Britain, the broad wage/productivity relationship became a central feature of government policy and was

achieved by three approaches. These were the 'buy out' method; a gain sharing/bonus payments scheme; or manpower policies (37).

The potential value of productivity bargaining was established in the Government's White Paper 'Incomes Policy : The Next Step' in 1962. In order to contain inflation, arguments deriving from profits and productivity in specific industries could not be regarded as a sound basis for a wage increase, but: 'There may however be cases in which an increase could be justified as part of an agreement under which those concerned make a direct contribution, by accepting more exacting work, or more onerous conditions, or by a renunciation of restrictive practices, to an increase of productivity and a reduction of costs' (38).

2.8 3 - The Period 1963-1966 (July)

Seventy-two industry agreements were established in this period (39). Four were negotiated in 1963, thirteen in 1964, twenty-eight in 1965 and twenty-seven in 1966. 'This shows the increasing number of agreements in each year, the marginal decline between 1965 and 1966 being due to the July 1966 'freeze' Without that, there would almost certainly have been a greater number in 1966' (40). The signs of greatest activity were in industries such as chemicals, passenger transport, shipbuilding, metal manufacture and distribution.

In the chemical and allied industries, agreements included those at Esso Milford Haven, Mobil Oil at Coryton, Shell at Ardrossan, Shell Haven and Stanlow refineries, B.P. at the Isle of Grain, Shell Petrochemicals at Carrington, British Hydrocarbon Chemicals, British Oxygen and ICI. In the metal

manufacture industry agreements included Richard Thomas and Baldwin at the Spencer Works, the Steel Company of Wales (SCOW) and Stanton and Staverly; in the food and drink group of industries, Rank Hovis & McDougal and Tate and Lyle (41). The shipbuilding industry represented a second major category. Between 1965 and 1966 a number of craft flexibility agreements were concluded on Tyneside and Clydeside. A third group consisted of the various branches of transport. In road passenger transport agreements were concluded for the introduction of one man buses; on the railways an agreement involving single manning of diesel locomotives; in air transport agreements by BOAC and BEA regarding maintenance crews; and in road transport agreements featuring more efficient use of vehicles by Esso, Mobil Oil, Shell-Mex, B.P. and Scottish and Newcastle Breweries.

Certain similarities of the 1963-66 comprehensive productivity package deals can be made with Fawley in that it was recognised that, in the main, management took the initiative in the areas of labour efficiency and labour relations. Secondly, the unions were more willing to experiment with new approaches. Thirdly, the notion of 'job rights' and the obligation of employers to provide a quid-pro-quo for changes in work practices had become an important strand in the fabric of industrial relations (42). Central to all the agreements, was the shift in the role of the 'actors' of industrial relations towards a 'joint problem-solving' approach (43) (see Footnote).

Footnote: In his study of technological change in the coal-mining industry Eric Trist discussed the cultural alterations being best reached away from the pressure of the bargaining room.

Two further characteristics of these agreements deserve further mention. Firstly, there was a predominance of agreements in the process industries; and secondly, the importance in which international comparison and competition played was significant.

'Most employees, deep down, realise that working arrangements have fallen behind the rest of the world. The problem is to overcome the fear and insecurity associated with moving to new arrangements' (44).

The background to the Fawley, BOAC/BEA and ICI agreements were all party to the influence of international comparison together with the increase in the number and size of international companies (45).

'Economies of large-scale production are one of the main reasons why industrial production in Britain has become increasingly concentrated in the hands of a small number of giant firms' (46).

However, during the 1963-66 period, a number of conclusions were made relating to productivity bargaining and the Fawley experience. For example, the Esso Blue Book was drawn up by management before it approached the Shop Stewards, and was in the main a list of proposed institutional changes presented to the men on an 'all or nothing' basis (47). One area common to most deals established in this period was the inclusion of a 'no redundancy' clause. Such was the case at Fawley, but management had to establish a special redundancy scheme when it sought to reduce its labour force. This was achieved through negotiating a subsequent Orange Book agreement.

It was further appreciated that certain advantages resulted from involving the union negotiators in a joint problem-solving approach (48) by realising that productivity deals were not a once-and-for-all operation, but are developing situations (49).

Another solution was implemented on a plant-by-plant basis; namely the 'pilot-approach' as tried by ICI and the Post Office (50).

Two influential events occurred during the 1963-66 period, namely; the establishment of the Royal Commission on Trade Unions and Employers Associations (Donovan Report) in 1965 and the government's Joint Statement of Intent of Productivity, Prices and Incomes in December 1964. Both proved to be a major stimulant to the growth of productivity bargaining. Under Donovan, both written and oral evidence was submitted (51). Set against a background of evolving productivity bargaining, the institutions involved in collective bargaining were required to crystallise their views on the problems surrounding the subject (see Footnote).

The views of the Confederation of British Industry (CBI) and of the Trades Union Congress (TUC) were of particular interest in this respect. The CBI's view in its evidence published in November 1965 (52) expressed a fear that although individual agreements might yield benefits to the participants, there was a very real danger of plant-exported inflation (53). It was therefore submitted that: '..... plant bargains should, as far as possible, be co-ordinated with, and brought within the framework of industry level agreements' (54).

Footnote: The Commission determined the scope on their subject-matter thus: 'Our task requires us to examine the relationships between management and employees, and the work of trade unions and employers' associations. This inevitably involves us also in an investigation of collective bargaining and the part played in industrial relations by the State' (Cmnd. 3623, p.6).

On the other hand, the TUC's view (55) was to broadly favour the new bargaining form on the condition that it was additional to, and a substitute for, conventional collective bargaining. In fact the TUC rejected the joint problem-solving approach, and instead subscribed to a 'watch-dog' role of union officials in determining management's proposals.

The second major stimulant of productivity bargaining activity within this period was the growing influence of Government Incomes Policy. On December 16th, 1964 a Joint Statement of Intent on Productivity Prices and Incomes was signed by the TUC and employers associations (56) having as a major national objective policy: '..... to raise productivity, and efficiency so that real national output can increase and to keep wages, salaries and other forms of income in line with this increase'. To this end they undertook to co-operate with the Government in establishing the National Board for Prices and Income (57). The Board was established in April 1965 and instructed to examine cases referred to it with regard to a further White Paper entitled Prices and Income Policy (58). The Board saw its task as to use the particular pay or price increase referred to it as a basis for implementing corrective action. To this end its recommendations consisted of specific proposals regarding the form the agreement should take. In its first general report published in August 1966 (59) the Board stated that its recommendations for improving output per head fell into two categories. Firstly, it suggested there was the need to adapt manning and demarcation practices to current technology; and secondly, many industries should reform their

existing earnings structure. Consequently, the Board played an important role in convincing opinion that increases in pay should, and could, be matched by offsetting increases in productivity.

2.9 4 - The Period July 1966 - August 1969

On 29th July 1966 the government published a White Paper - 'Prices and Incomes Standstill' (Cmnd.3073) - setting out the details of the prices and incomes standstill and restraint policy, including amendments to strengthen the Prices and Incomes Bill. The concern in this section is firstly to examine how incomes policy provided an impetus to the growth of productivity bargaining, and secondly, to consider the nature and efficiency of the control over productivity bargaining exerted by the prices and incomes policy. The reason for an incomes policy was deemed by the policy makers necessary: ' for the maintenance of full employment and sought to deal with the wage-inflation problem by means of an incomes policy designed to keep the rate of increase of wages and salaries in line with the growth of productivity' (60).

This criteria was clearly expressed when the government published, in December 1966, 'Productivity and Pay during the period of Severe Restraint' (Cmnd.3167). This report suggested guidelines in which higher pay in return for higher productivity could be justified during the period of severe restraint. These were:

- '(1) It must be shown that the workers are making a direct contribution towards increasing productivity by accepting more exacting work or a major change in working practices.

- (2) Forecasts of increased productivity must be derived by application of proper work standards.
- (3) An accurate calculation of the gains and costs must show that the total cost per unit of output, taking into account the effect on capital, will be reduced.
- (4) The scheme should contain effective controls, to ensure that the projected increase in productivity is achieved and that payment is made only as productivity increases or as changes in working practices take place.
- (5) There should be clear benefit to the consumer in lower prices or in improved quality. In some instances 'lower prices' may mean prices lower than they would have been if the undertaking can prove that factors outside its control would otherwise have led to higher prices.
- (6) An agreement covering part of a plant must bear the cost of consequential increase elsewhere in the plant, if any have to be granted.
- (7) In all cases negotiators must beware of setting extravagant levels of pay which would provoke resentment outside'. (61) (see Footnote).

Footnote: In fact the last clause was viewed with due caution and seriousness by union negotiators. I know of one shop steward at Fawley who personally knew the original negotiating team. He commented in private that management's offer was greater than the sum agreed. It was the union side that expressed concern at the size of the pay increase, the 'creaming off' effect and inherent problems it would have locally. A similar situation was personally experienced when I negotiated a pay and productivity package in 1976 which was required to adhere to the pay policy criteria at that time. Again, the full-time official expressed concern at the size of the pay award, and the impact it may have as setting a trend.

Thus it became abundantly clear that a productivity deal represented the only permissible means by which workers could secure a sizeable wage increase in 1967. This radically altered trade union thinking and became an activity pursued throughout industry. Although being welcomed by the CBI, the TUC response was that over-stringent guidelines and standards would discourage further involvement of productivity bargaining (see Footnote).

On 13th July 1967 the NBPI published Productivity Agreements Cmnd.3311, in which the report examined productivity agreements with particular reference to seven major comprehensive agreements including Fawley. The report modified the guidelines published in December because the NBPI found that agreements could not necessarily be expected to show an immediate reduction in unit costs and that the benefit to the consumer might accrue gradually. On the basis of its study, the Board considered that: '..... there is a strong case for encouraging the spread of productivity bargaining agreements which conform with the requirements of a prices and incomes policy' (62).

It was in Productivity Agreements : Report Number 36 that the board extensively examined the areas of costs and controls (work measurement), the inter-relationship of plant and industry wide collective bargaining, and the division of productivity agreements into categories of 'comprehensive' and 'partial' (63). All these factors came under scrutiny in the Devlin Commission's review and will be examined in detail in Chapters 4, 5 and 6, because 'partial' agreements had an immense impact years later.

Footnote: The views of the CBI and TUC were analysed in an article in The Times, December 23rd, 1966 edition.

In the NBPI subsequent report, it continued to refine its policy on productivity bargaining, and placed increasing emphasis on the part the revision of wages structures should play in comprehensive bargaining. During March 1968 the Royal Commission (Donovan) Research Paper 9 - 'Overtime Working in Great Britain' was published. The following month a White Paper - 'Productivity, Prices and Incomes Policy 1968 and 1969' Cmnd.3590 was printed. A new feature of the policy was a 'ceiling' of 3½ per cent a year for all wage and salary increases. Increases above the norm would only be allowed where justified by genuine productivity agreements. Wage structures were a key factor of government thinking as the White Paper stated: '..... it is important in the interests of economic efficiency that there should be a proper development of new salary structures to provide incentives to improve performance'.

The question of pay was also given prominence in the Board's later report on Payment By Results Systems published in May 1968 (64). The board drew attention to a major weakness in government incomes policy and lack of control over payment by results systems with particular reference to 'wage drift'. Therefore, it can be assumed that the revision of wage structures, which was a logically separate issue, had become for practical purposes related to it. In a booklet published in September 1968 by the Economic Research Council, the President of the E.E.F.* noted that the need for wage rises to be tied to productivity was becoming increasingly evident. Further encouragement of 'integrative bargaining' was given in November 1968 when the CBI announced it was to establish

* Engineering Employers Federation

a study group on worker participation in industry.

This period represents one of major growth of productivity bargaining. McKersie and Hunter recorded some 3719 agreements between January 1967 to December 1969 (65). The rapid upsurge in the number of agreements led to a major increase in the number of employees involved in productivity bargaining. In December 1966 the NBPI estimated the spread of productivity agreements thus: 'Over the last six years (1960-66) productivity agreements have probably affected no more than half a million workers' (66). During 1967 the number of productivity deals registered at the Department of Employment and Productivity averaged about 60 per month. For the first five months of 1968 the number of deals registered rose to 75 per month, and in June that year rose to a level of about 200 per month (67).

'In February 1969, this register recorded some 2,500 cases, covering around 4½ million workers, or 20 per cent of all employed workers at the end of June 1969 the register recorded some 3,000 cases covering approximately 6 million workers, or 25 per cent of all employed workers'. (68)

T. Cliff pointed out that: 'It took about a hundred years for the piecework payments system to spread until it encompassed two fifths of the British working class. Productivity deals engulfed some 25 per cent in a few years. What fantastic speed!' (69)

2.10 5 - The Period from 1969 to the Implementation of the Southampton Blue Book 1970

In December 1969 the government issued a White Paper - 'Productivity and Incomes Policy after 1969' (Cmnd.4237) explaining the form of policy

after 1969. Income restraint and statutory policy would remain, and there would be a norm of 2½-4½% for income increases. Earlier in August 1969 the NBPI published its second productivity bargaining reference in Report Number 123 (70).

The NBPI gave particular attention to:

- 1 - productivity framework agreements at industry and company level.
- 2 - the application of productivity measurement and agreements to clerical and other non-manual workers.
- 3 - 'partial' agreements covering only certain workers.
- 4 - the renewal and development of productivity bargaining.

The report's main significance lay in the revision of the productivity agreement guidelines as set out in the earlier Report No. 36. 'The early productivity agreements centred on changes in working practice and increased effort, and this was the aspect that the Board and the White Papers on incomes policy had in mind in advocating productivity bargaining' (71). However, the viewpoint of the unions was that productivity improvement from whatever source constitutes a valid argument for wage increases. The most significant change between the 1966 and 1969 guidelines was the introduction of the term 'efficiency' in the later statement, in place of the emphasis on 'productivity' (72). The Board commented that: 'Experience does however show that it is necessary to revise and broaden our guidelines. It is desirable in particular to give added emphasis to the aim of achieving constantly rising levels of efficiency' (73).

This broader interpretation emphasised what the Board referred to as 'efficiency agreements', a concept intended to encompass productivity agreements in the conventional sense, but also to include agreements where it was not appropriate to specify proposed working changes in a narrow sense (74). The change of definition had little effect when the go-ahead for efficiency agreements was given. Incomes policy was rapidly losing effect and the attention of those involved in collective bargaining turned elsewhere.

In July 1970 the new Conservative government said it did not intend to keep the 'early warning system' under which firms gave advance warning of pay and price increases. In October 1970 the government issued a consultative document proposing the first comprehensive Industrial Relations Act (75) in British history, and further announced on the 2nd November 1970 that the NBPI was to be wound up (see Footnote).

Three weeks later, the Southampton Blue Book Productivity agreement was finalised after three years of extensive negotiations. The development and application of productivity bargaining, which has been described in this chapter, was widely used in the collective bargaining framework. An attempt to explore the impact of such an agreement on subsequent industrial relations, which is the objective of this dissertation, is complicated by a variety of issues involved. For example,

Footnote: The NBPI was finally wound up on 31st March 1971. It had been established in 1965 and put on a statutory basis in 1966. During its six years existence it produced 170 reports covering a wide range of industries. Its most significant expansion came in 1967 when the Government decided that all major price increases in nationalised industries be referred to it.

what were the main areas of concern in the local area brought about by productivity bargaining? What problems would any productivity programme have to overcome in introducing radical cargo handling methods in the port transport industry? To answer these questions it has been necessary to explore the debates surrounding productivity bargaining in the Southampton area and identify the major defects in industrial relations in the docks.

CHAPTER 3

TOPICS SURROUNDING PRODUCTIVITY
BARGAINING AND A COMMITMENT
TO ACTION IN THE DOCKS

The previous chapter broadly describes the development of productivity bargaining. A vital role was played by the NBPI and placed increasing emphasis on the part which the revision of wage structures should play in comprehensive bargaining. However, the foregoing account in developing the productivity bargaining theme suggested the new bargaining form had not been without criticism. The broad mass of pro-productivity bargaining literature which supported the new orthodoxy failed to take account of the domino effect it would create on inter-plant or intra-plant markets. It is the aim of this chapter to identify the principal areas of debate and its implications in the Southampton area; and in addition, draw attention to the problems Devlin had to overcome.

3.1 Implications of Productivity Bargaining
in the Southampton Area

An argument surrounding productivity bargaining was the effect it had on starting a domino or repercussive effect within a plant or locality. The impact of local wage settlements brought about by productivity deals was criticised by the CBI in evidence given to the Donovan Commission. In giving oral evidence the CBI made a direct accusation of the repercussions caused by productivity bargaining, namely:

'The Fawley agreement has received a certain amount of praise in certain quarters but it is by no means universal praise. Fawley is just across the water from Southampton and its repercussions on the ship repairing industry in Southampton were quite appalling. Fawley

dealt with this by looking after their own spot in this island. They were not worried about what happened to anyone else Fawley had some appalling reactions in Southampton. The ship repairing workers demanded the same amount of pay they were getting in Fawley' (1).

In answer the Vice-Chairman of Esso commented that:

'The position was no worse for them than ourselves We know our own marketing people next door to the plant at Fawley asked us for a rise. We explained we could not give them a rise as they were not associated with the Blue Book - it was an entirely different operation' (2).

Regarding the specific impact the Fawley agreement had on wage rates of fitters engaged in ship repair work, the refinery manager of Milford Haven pointed out that:

'We did a recent survey in the Southampton area in the oil industry, chemicals, ship-building, heavy electrical, light engineering, a nationalised industry and a contracting industry. We found in these eight industries on basic hourly rates the oil industry came second, but on hours worked in the week, it was the lowest, and on total weekly earnings it came sixth of the eight, which, I think, gives a better indication of how we stand on hourly rates versus the total earnings basis' (3).

It is worthy to note here that reference was made to hourly rates and earnings potential. It was this issue that created serious industrial relations problems in Southampton docks ten years after a comprehensive productivity deal had been agreed. The crux of the dispute was over earnings potential and hourly rates. In evidence to the Donovan Commission the base rate/earnings level issue was raised by the Engineering Employers Federation

who clearly explained the realities of collective bargaining. The Federation pointed out that:

'The unions will naturally claim parity in base rates, but if they do, this to me is an opportunity for the firm approached to make its own case for concessions in return It is earnings and not rates that really count in the eyes of the employee, and these presumably are still comparable' (4).

Not only displaying a close grasp of grass roots industrial relations, the above commentator went further regarding inter and intra plant markets:

'One of the most sacred cows that needs slaughter in this country is the convention that wage relationships between firm and firm and industry and industry must always remain as they are and as they have been. Only employers can challenge this convention and productivity bargaining is a way of doing it' (5).

Concerned with criticism levelled at productivity bargaining that alleged it detrimentally affected local labour market conditions, the NBPI examined productivity deals made in the areas of Shropshire, Cheltenham and Gloucester. Its conclusions included reference to 'comparability' and supported the new orthodoxy, concluding that:

'We found in both areas that although comparability was still an important factor in initiating wage claims and in the way wages were determined by companies, managements had not in general raised rates to match those negotiated in the course of productivity agreements without themselves securing productivity gains' (6).

To support their surveys the NBPI further observed that:

' studies of the working of local labour markets show that very wide ranges of pay apply to workers with similar skills working in various plants within a quite restricted area and that the links between movements in pay in different plants may not be so strong as it is sometimes assumed' (7).
(see Footnote)

The view of 'comparability' held by Dewdney supported the NBPI's conclusion, but was more specific.

'It is earnings and not rates that really count in the eyes of the employee It is when men change their jobs that they are really serious about comparability, and many settlements are made on grounds of comparability which fall far short of that' (8).

This view, it could be suggested, can be upheld as an accurate assessment, as it took eleven years after the establishment of the Southampton Blue Book, for dockworkers to take action involving, in their view, unjust differentials. It would appear that differentials are tacitly recognised until a gap exists which is no longer acceptable. The result is a massive catching up exercise which could possibly involve severe strains on industrial relations.

In the initial stages of implementing a productivity deal, however, the NBPI retained criteria which read: 'In all cases negotiators should be aware of setting extravagant levels of pay which would provoke resentment outside' (9). The NBPI concluded

Footnote: The lack of attention regarding the links between movements in pay within various plants would appear an accurate observation. A colleague conducted a small study regarding this issue and found that several respondents did not in fact know their own rate of pay accurately.

that: 'Where a straight pay claim is put forward only on the grounds that workers elsewhere have benefited from productivity agreements the company has good precedent for resisting it' (10).

However, the extent of actual empirical investigation into the domino effects generated by productivity bargaining is extremely limited. For example, the two studies conducted by the NBPI in Southampton and Rogerstone virtually omitted wage or earnings data. In addition, at no time did the Board investigate wage relationships involving 'second-generation' agreements. Finally, the NBPI at no time examined the reasons why firms arrived at the wage settlements that they did. Productivity bargaining was involved with wage design and development, of rationalising wage structures, job design and the introduction of technology. Above all, it was about attitudes⁽¹¹⁾, and those of shop stewards were of particular interest. This raises the question of how well equipped shop stewards were in coping with the new bargaining form? How successful were the unions in assimilating the necessary information to bargain effectively under integrative bargaining circumstances?

3.2 The Trade Union Response Towards Productivity Bargaining

In December 1966 Incomes Data Services Ltd. (IDS) published a paper entitled 'Three Years of Productivity Bargaining', and concluded 'that new encouraging attitudes were developing in a few active centres, but the trade union as a whole was neither shaped nor geared to produce the kind of productivity bargaining and the drive which could radically change the industrial scene' (12). In addition,

according to IDS, productivity bargaining seemed to produce a new context for participation between workers and employers that called for the production of information about the company's activities.

In January 1970 IDS published a second review which was a '..... follow-up to IDS study in December 1966 and reviews the attitudes of the major trade unions to productivity bargaining, and describes what they have done about it' (13). IDS found that the TGWU favoured productivity bargaining in principle, and except for nationally negotiated agreements it left the decision to the men on the spot at local level. This policy coincided with the setting up of local modernisation committees (LMC's) which were advocated by the Devlin Commission.

The report's main findings were that 'in 1966 very few unions had the tools to do the job, neither had they the resources nor the structure to take the initiatives themselves to promote productivity bargains. This is still largely true' (14). The TGWU, it was reported, did not run courses specifically on productivity bargaining, but it formed a major part of most courses. With 470 full-time officials spread through 200 district offices, the TGWU felt they had sufficient expertise and knowledge of local conditions to be able to negotiate plant productivity deals without too much central assistance (15).

However, during the Devlin modernisation negotiations there is evidence of limited union advice or assistance given to negotiators at shop steward level. For example, the 1970 IDS Review-Study on Unions and Productivity Bargaining, posed a number of

wide-ranging questions to find out the general opinions of particular unions and discover how they were coming to terms with productivity bargaining. Some of the issues raised by the IDS relevant to this study were whether the unions had a philosophy on the division of the spoils, were they calling in consultants to advise on productivity bargaining, or prodding management to do so, or did the unions provide courses for officials and officers on productivity bargaining and work study based schemes?

One of the more influential shop stewards attested that during the Southampton modernisation programme, none of these points had been either pursued or achieved. In fact this negotiator received the TGWU pamphlets on 'Plant and Productivity Bargaining' after the Blue Book agreement was signed. Furthermore, the same full-time official who had negotiated the Fawley Agreements on behalf of the TGWU was also to negotiate the Devlin programme. At no time during the Southampton Devlin talks was any reference made to the experience of the Fawley talks. In short, no guidance was given to the negotiating shop stewards committee from central office, nor was any advice given on the past local experience. This is hard to comprehend because significant experience of productivity bargaining in the Southampton area was enshrined in the Fawley negotiations. Furthermore, the regional secretary who was responsible for the Fawley Agreements was to be the senior official of the Devlin negotiations at Southampton. (see Footnote)

Footnote: The Regional Secretary of the TGWU, Mr. Ernie Allen, informed a seminar group at Southampton University that the Fawley Agreements were the most important of his career. He also supported the method of integrative bargaining.

The IDS recognised the lack of trade union training and subscribed that more shop stewards should be involved in negotiations. However, to assist the final agreement being acceptable to their membership, certain principles should apply. A 'principle' of major concern to this dissertation was that 'the long term effect of the (productivity) agreement should be found out' (16). This would suggest that the IDS was urging negotiators to anticipate the impact or consequences of a productivity package. The central issue for those involved in the docks was how to reconcile the inherent problems of a volatile past with the future needs of the container. To overcome that issue, the problems of the past had firstly to be identified.

3.3 Important Events Leading to Devlin

It was noted that since the 19th century the problem of dock labour was not in any sense new (17). * In the early 1900's registration, maintenance and the casual nature of work were cardinal factors governing industrial relations in the docks. During the Second World War moves were made which finally led to the establishment of statutory schemes of registration and maintenance for dock workers through the 1947 Scheme. It was noted that the 1947 Order: ' marks the end of casual employment in dockland and the end of a 50 year's fight' (18). However, despite such claims, dockworkers remained casual employees because: 'When they went to work in the morning few workers could ever be certain which employer they would work for, nor for that matter whether there would be any work for them at all' (19). The 1947 Order did not represent decasualisation and the nature

* See Appendix for historical background.

of employment through the casual system and piece-rates were to remain a contentious issue. Indeed:

'The casual system of hiring created a competitive situation from the dock workers' point of view: the workings of supply and demand meant that all dock workers were in a state of potential competition with each other, either for work at all during slack times or for the best paying jobs during times of full employment'. (20) *

During this period the casual system was the main feature that led to the structure of control of the industry and was the root cause of the restrictive practices prevailing at that time. It also brought a stigma to the docks and 'cast a paralysing shadow over employers and unions alike, blighting successive attempts to introduce a system of employment more in keeping with the practices of other industries' (21). The Devlin programme cannot be understood outside its historical context and so the early background of the docks to explain the chosen path of reform is focussed upon.

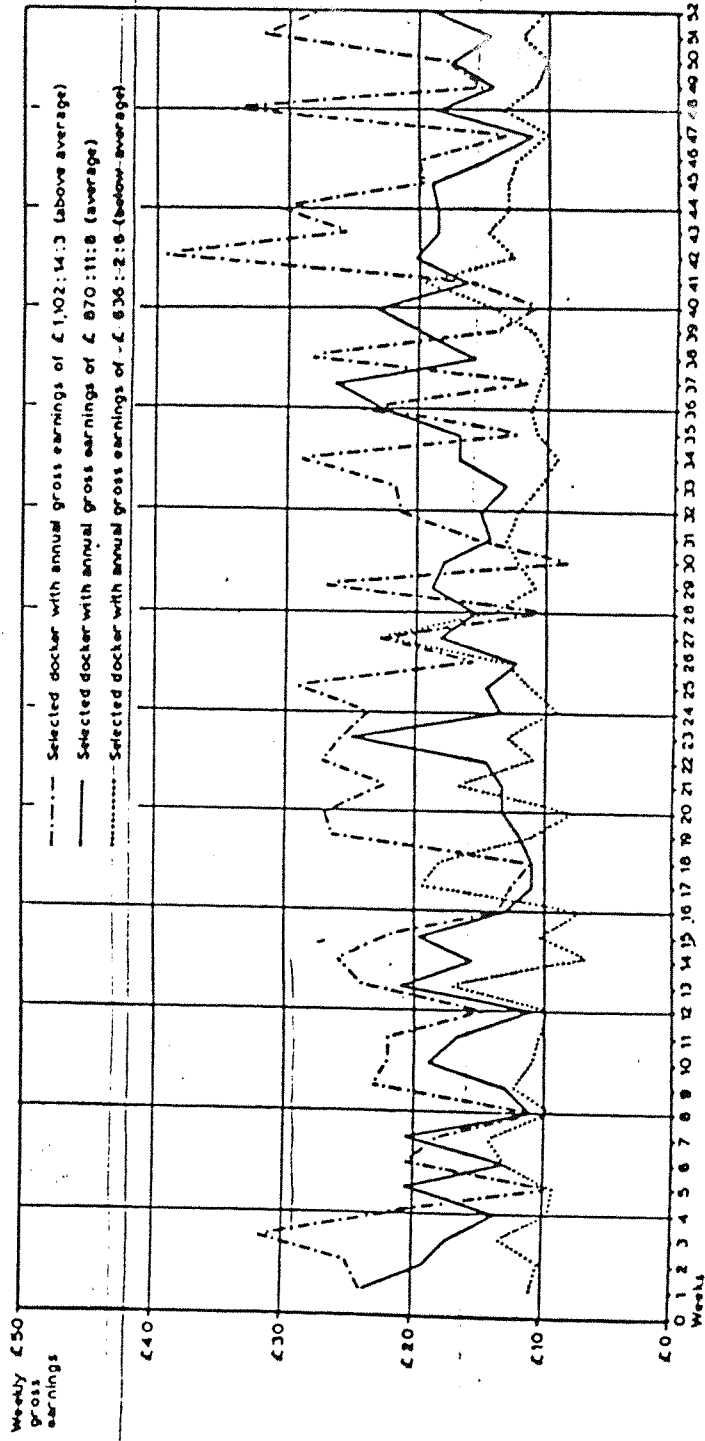
The Continuity Rule

The continuity rule (22) was the main form of regulation and protective device that prevented men leaving before a job was completed, thereby picking the best work and then moving to another job. Basically the rule meant that a dock worker had to complete a job once he had started it, and was referred to the hatch or hold worked as opposed to the ship or quay as a whole. A job could not commence in the middle of a 'turn' which, to a degree, controlled the exploitation of the casual system as it helped to spread the work more evenly through the labour force by restricting the use of the 'blue eyes'. The continuity rule

* See table overleaf which highlights the massive fluctuations in pay caused by the casual system.

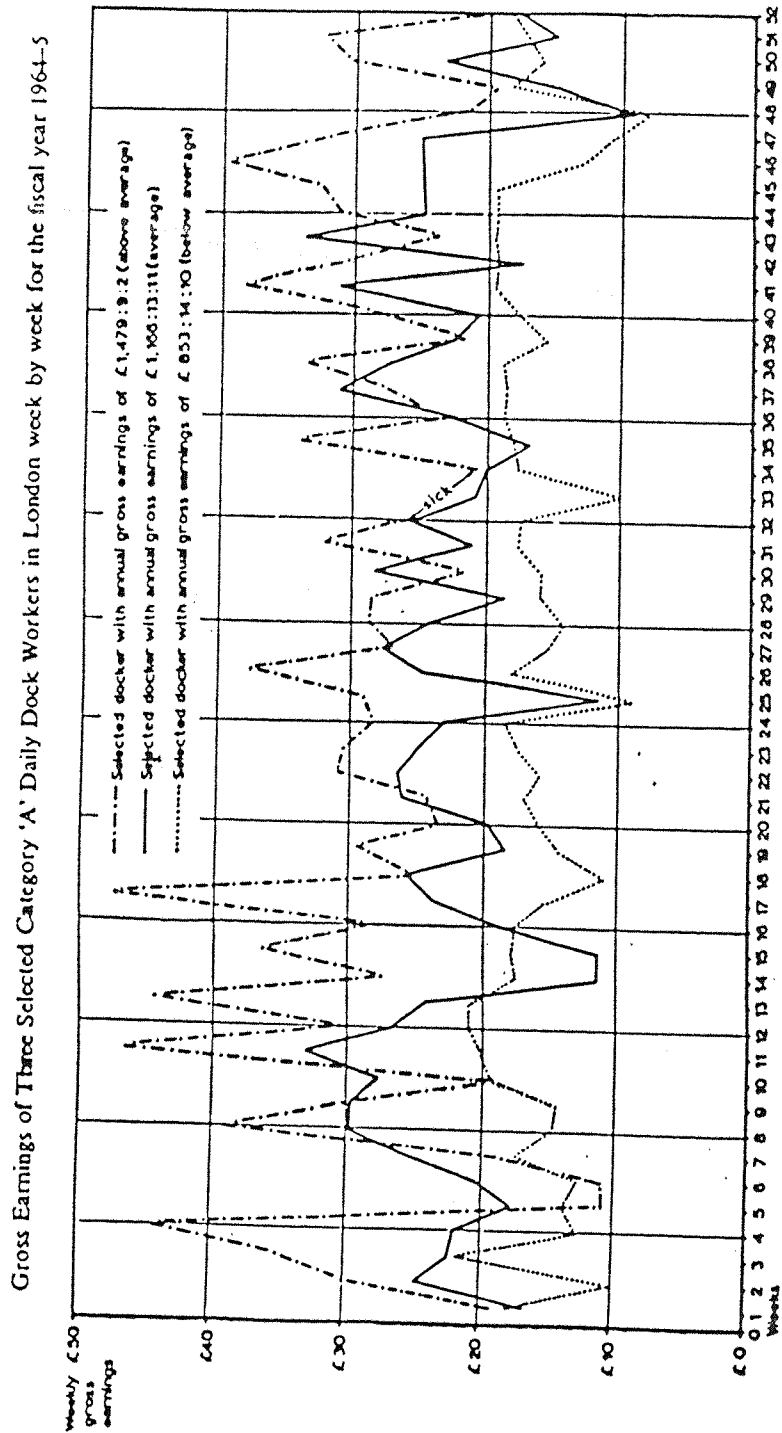
Table showing wage variations of selected dock workers under the casual system

Gross Earnings of Three Selected Category 'A' Daily Dock Workers in Liverpool week by week for the fiscal year 1964-5



SOURCE: NATIONAL DOCK LABOUR BOARD

Table showing wage variations of selected dock workers under the casual system



came about because: 'That hiring system, it was a terrible system it was more like animals at times. You was just fighting for work and struggling, especially if you were running round the docks looking for work' (23).

Under the continuity rule: ' non preference men were protected from constant under-employment and from being allocated only poor-earning cargoes when they were given work' (24).

Joint Control

After the end of World War II, the Government introduced the Dock Workers (Regulation of Employment) Act 1946 which extended the period of operation of the wartime schemes in the hope that the industry could solve its own problems. No agreement came to fruition and, as a result, the Forster Inquiry examined the industry and recommended terms for a new scheme. The report recognised that the question of the control of the Scheme was an important one, and largely accepted the unions view. It recommended the scheme be administered by a central joint committee, supported by a series of local joint committees. This was endorsed in the 1947 Scheme that followed the principal recommendations of Forster, and imposed:

' joint control against the wishes of employers, and the employers in the next few years raised this issue again and again, blaming many of the industry's ills on this factor 'Joint control' meant joint control, not only of the register but also of discipline' (25).

Nevertheless, it was noted by Devlin in view of joint control: ' that the post-war record of unrest in the docks (had) been much worse than its pre-war record and worse than in industry generally' (26).

Devlin Committee 1956

The shop steward movement in the docks grew in organisation and power, as it did throughout industry in general in this period. Between the 1940's and 1950's there were several inquiries and reports on the docks industry. For example, the terms of reference of the 1956 Devlin Committee were: '..... to inquire into the working of the Dock Workers (Regulation of Employment) Scheme, 1947, and to advise what alterations, if any, should be made in the terms of the scheme' (27). The main issue of consideration was of 'joint control' of the scheme, of which the employers considered should be abandoned. As a result, the inquiry accepted the unions case and no major change in the provisions for the joint control of the scheme took place.

The Rochdale Report

A key-note in the growth and development of the Port of Southampton was initiated in the findings of the Report of the Committee of Inquiry into the Major Ports of Great Britain 1962, Cmnd.1824, under the chairmanship of Viscount Rochdale (referred to as the Rochdale Report). The Report included in its recommendations that: '..... in view of its great natural and geographical advantages Southampton should be developed as one of the country's principal cargo ports' (28).

The change to containerisation and the development of Southampton were strongly recommended:

'The studies of the British Standards Institution's committee on freight containers should be pressed forward as a matter of urgency in conjunction with the studies of the International Standards Organisation. The National Ports Authority, in close consultation with the proposed Port Industry Research Association, individual port authorities and trade and transport interests should promote the study of all the problems which the container system presents' (29).

In addition: '..... there is a strong case for extensive development of Southampton as a cargo port here is a convenient site in the Southern part of Britain where deep water berths can be constructed without the need for expensive impounding' (30). The BTDB were well aware of Southampton's advantages as a container port. The absence of large tides, and locks, and the unique second high-water phenomenon meant that the rapid turn-round times needed for a container ship could be met.

The McKinsey Reports on Containerisation

The BTDB commissioned McKinsey & Co. to examine and provide as clear a picture as possible of the massive technological development and its foreseeable consequences. This would serve as a framework for shaping the future policies of the Docks Board. In so doing, McKinsey & Co. produced in July 1966 and June 1967 respectively:

'Containerisation : Its Trends, Significance and Implications', and

'Containerisation : The Key to Low-Cost Transport'.

In their preliminary report McKinsey concluded that: 'Containerisation has emerged as the most important and far-reaching single factor in the movement of general cargo through the U.K. ports' (31).

The use of 'standardised' containers in a systematic way was suggested because the non-standard characteristics of general cargo transportation were the main causes of the wasteful use of resources in the port industry. This ultimately led to the employment of a large labour force that was poorly utilised (32).

The attractions for employers were that by using standardised methods: '..... labour productivity could increase by more than a factor of 20 to 600 freight tons per man week Productivity of general cargo berths can feasibly increase from the present average of 100,000 - 150,000 tons per year to 2,000,000 tons' (33). Financially: '..... the total savings that could result from concentrating containerised cargoes in fewer, larger ships on trans-oceanic routes can exceed £100,000,000 per year' (34).

An issue for consideration by the labour force towards standardisation was that: '..... in the port transport industry the reduction in dock workers handling general cargo could be as high as 90 per cent of the total employed using break-bulk methods' (35) (see Footnote).

In summary, McKinsey & Co. pointed out the potential in transportation costs (36), i.e. containerisation(37), the most significant change being the economies of scale that could be achieved with large container ships. As a consequence, the changing economics of transportation would radically alter the organisation

Footnote: During the modernisation negotiations the employers condemned this figure as exaggerated in the hope of reconciling the dockers. Albeit, in 1968 the NAPE stated that it had predicted a reduction in the register from 56,500 to 40,000 by 1970 - a reduction of some 30%.

and structure of the industry itself. Although the McKinsey reports represented the clearest indication the impact of containerisation would bring to the industry, their roles were of minor significance during negotiations, as the Southampton national and local negotiators were unaware of its publication.

The American 'Mechanisation and Modernisation' Agreement 1960

The process of technological change ultimately led to the alteration of work rules, and the institution of other changes in customary employment practices. Through the advocacy of productivity bargaining three broad approaches were developed, being the buy-out approach, gain-sharing and manpower policy (38).

Where a situation required eliminating clearly outdated work rules and arrangements, the buy-out approach of productivity bargaining was considered to be the most appropriate. 'The idea of 'buying-the-book' was given dramatic expression in the Mechanisation and Modernisation Agreement, made on 18th October 1960, between the International Longshoremen's and Warehousemen's Union and the Pacific and Maritime Association of employers' (39).

The buy-out on the West Coast docks started in 1959 and concluded in October 1960 as the result of trade union initiative. It was recognised by the PMA as a means of eliminating 'restrictive practices', i.e.: 'What will it cost us to have a free hand to do away with these practices?' (40). The degree and number of changes were extremely extensive and included two major areas of importance. Firstly, when new methods of operation were introduced the employers would have the right to put their manning into effect, subject to final resolution

through the agreement grievance machinery, and secondly, where operations had changed or where new commodities or operations had developed, loads would be built and handled as directed by the employer (41).

The price for the workforce's contribution to these sweeping changes was:

' \$10M to be paid in five annual instalments into a fund. The fund was to be used as security for a wage guarantee, the guarantee being that the hours of work would not fall below 35 a week It was agreed that the employers should also pay \$15M in five annual instalments into a pension fund. This represented the price of the men's 'share of the machine', i.e. the profit to be made from the increased productivity due to mechanisation' (42).

The employers financial benefit was in the long-term. It was observed: 'In the short term, containerisation is not expected to attract a big increase in revenue to shipowners The benefits of containerisation are long-term; a quicker transportation method with more intensive, and thus economical, use of capital equipment' (43). This was the case regarding the Mechanisation and Modernisation Agreement because: '..... when the contract's 5½ years were up, they (the employers) had paid \$29 million for Mechanisation and Modernisation and they had saved \$200 million' (44).

In 1972 the U.S. Pay Board made public a report on the Mechanisation and Modernisation Agreement and concluded that between 1961 and 1971, productivity in West Coast longshoring had risen 140% compared with 30% in the economy as a whole. Consequently, the employers had saved \$900 million in labour costs while they had paid out \$62 million in Mechanisation and Modernisation benefits' (45).

Comparisons of the M & M agreement were not forthcoming at national or local level during the Southampton negotiations. Although notice was drawn to the M & M agreement in the Devlin Main Report, no comparability regarding terms and conditions emanated in the course of the Devlin programme.

3.4 The Devlin Inquiry 1965/66

A dock dispute occurred in 1964, and on 7th October 1964 a dock workers' delegate conference rejected their leaders' suggestion of acceptance as an interim measure. As a result of the failure of this move: ' ... the unions gave four weeks notice of their intention to terminate their national agreement, followed by a further two week's notice of intention to strike. The decision to reject the employers' offer ... finally forced the Minister of Labour to intervene. On 29th October, he appointed a committee of inquiry to look into the dispute, under the chairmanship of Lord Devlin' (46).

The Devlin Committee were:

' ... to make three reports in all. The first, produced in three weeks, examined the national wages dispute and provided a compromise settlement which was widely regarded as a sweetener for the more important task of mapping the route to decasualisation. The main report was issued on 5th August 1965, and was expected to end the Committee's work. But in April 1966 the committee was reconvened to put a price to modernisation and the third report was published six months later' (47).

The terms of reference of the committee were:

' ... to inquire into -

1. the causes and circumstances of the present dispute between the two sides of the National Joint Council for the Port Industry;
 2. decasualisation;
 3. causes of dissension in the industry and other matters affecting efficiency of working;
- and to report' (48).

The scope of inquiry under Devlin was:-

1. the concern caused by labour and not transport problems.
2. to view 'decasualisation' and
 - (a) to state the extent to which the port transport industry has already been decasualised as a result of the Dock Labour Scheme of 1947;
 - (b) to report on the extent to which the industry has been affected by labour troubles since 1947;
 - (c) to examine the causes of dissension and inefficiency with special attention to the question whether a further measure of decasualisation would be remedial (49).

According to Devlin, the main causes of dissension and inefficiency had not altered since 1947 and were identified as:-

- (a) the dockers' lack of security;
- (b) the preferential treatment given to 'blue-eyed boys' ;
- (c) the dockers' lack of responsibility;
- (d) defects in management;
- (e) time-wasting practices;
- (f) piecework;
- (g) overtime;

(h) welfare amenities and working conditions;
and

(i) trade union organisational difficulties. (50)

Devlin found it necessary, firstly to examine the history of negotiations that led to the failure of the 1961 National Directive (51) (see Footnote), secondly, to set out the essentials of any new scheme for the reform of the industry and consider various solutions, and finally, to offer ideas upon the steps to be taken to achieve the reform of the industry.

The report examined in a more detailed manner, the main causes of dissension and inefficiency. The theme was that most of the above problems were linked to the casual system, while bearing in mind: 'the function of the Dock Labour Scheme is to give some sort of security and permanence to this large casual labour force. Its introduction was thus a measure of decasualisation' (52).

(a) The dockers' lack of security

Under the terms of the 1947 Scheme a dock worker was given a measure of security as he could not be removed from the register except as a result of joint action by the trade unions and employers. Yet most dockers could never be sure of availability of work, with a consequence of fluctuating earnings between different dockers. Devlin pointed out that dockers, like most people, had financial commitments and that instability of work and earnings led to causes of dissension.

Footnote: This Directive became known as the 'Crichton-Cousins Accord' and formed the basis of a 'pilot study' of decasualisation. The employers price for more regular employment was considered too high and the Directive was duly rejected. D. Wilson stated the employers asked for too much for too little.

(b) Preferential treatment

The report stated that generally dockers could be placed in one of three categories:

(1) the regular weekly workers; (2) the 'blue-eyed boys' (favourites of employers) and (3) 'floaters' or 'drifters', who were men who did not want or were unable to find employment. The report estimated that more than half of all dock workers fell into the third category, and argued that the men in the first two groups would have a greater stability of employment thus being a major cause of jealousy and dissension. The only way to overcome this problem was to overcome the casual system of employment.

(c) The dockers' lack of responsibility

The report suggested two causes of lack of responsibility and: 'that there is an irresponsibility peculiar on the docks' (53). Furthermore: 'Casual labour produces a casual attitude. If the employer does not provide work unless he wants to, why should the employee go to work unless he wants to?' (54) The second cause was, the report argued, an exaggerated sense of union loyalty or solidarity: 'As casual labourers in constant fear of underemployment, dockers learnt that solidarity was even more vital to them than it was to the ordinary worker in the docks solidarity - 'one out, all out' - often follows on a minority decision accepted on the principle that the man who wants to strike is always right' (55).

(d) Defects in management

Since 1947 all dock employers had to be registered; the only qualification for registration was the wish to employ dock labour. By July 1964 there were 1,514 employers and the report criticised many of them, for they failed to invest sufficiently in machinery, to provide necessary amenities for their workers, and failed to enforce discipline to a necessary extent. The main weakness was that many dock employers operated on a casual basis, and their only concern was to get the job in hand completed, and viewed long-term planning and investment as an unnecessary luxury.

(e) Time-wasting practice

The report drew attention to a variety of time-wasting practices such as the 'continuity rule' (where a man is entitled to complete any job that he has begun), bad time-keeping and excessive manning. These were seen by dockers as 'protective devices' designed to ensure the maximum amount of employment for the maximum number of dockers, which had grown up because of lack of job security.

(f) Piece-work

The report estimated that about 70 per cent of dockers were paid on a piece-work basis which could often lead to disputes. Every port has a schedule of agreed piece rates for different jobs (56), but if jobs arose that did not correspond to the schedule the procedure was to continue the job while the rate was fixed by a joint committee of employers and union representatives. Due to distrust,

this rarely happened. The report argued that piece-work was more frequent on the docks because of the peculiar nature of employment. Devlin noted ' it affords a good example of the sort of dispute in which it is much easier to expect restraint from regular workers than from casuals' (57).

(g) Overtime

The Dock Labour Scheme, clause 8, states that a dock worker shall work for such periods as are reasonable in his particular case. The ambiguity of the terms led to several serious disputes. Devlin suggested a number of factors affected the willingness of a group of men to work overtime, such as the average wage of the men, the distance they had to travel to work, and the amenities provided for working overtime.

The Report suggested dockers were detrimentally treated on all the issues examined, although it only showed why dockers were unwilling to work overtime and not why overtime should be the cause of dissension. Once again the report referred to the nature of employment and suggested that dissension would be less likely under normal employment conditions.

(h) Welfare amenities and working conditions

Devlin stated that welfare amenities fell far short of what they ought to be, and again he leant heavily on the casual system.

'Prolonged difficulties over the provision of simple amenities has been bad for labour relations We conclude also that a further measure of decasualisation should contribute to the solution of the problem' (58).

(i) Trade Union difficulties

The report dealt with three main issues.

Firstly, an outline and criticism was made of the dispute between the TGWU and the National Amalgamated Stevedores and Dockers (NASDS) (59), as it greatly weakened unionism in the docks. Secondly, the report made a scathing attack on the unofficial movements and branded them as 'wreckers'. Thirdly, criticism was made of the internal organisation of the TGWU in particular. The reason for 'divide and simplify' was the extent of the changes envisaged. 'The employers needed time to reorganise and the unions to assert their authority. This could not happen overnight, nor could the ordinary docker understand the need for discarding the protective cloak of casual attitudes without a considerable time to adjust to the aims of full permanency' (60).

The Committee's central train of thought was abundantly clear; namely that the 'king-pin' on which all other questions concerning labour relations hung, was the casual system of employment (61). The report recommended a detailed 'plan for action' (62). Wilson observed, the most important recommendation was that modernisation should be split into two phases:- Firstly, giving full permanency; eliminating the casual employer; strengthening union leadership and buying out only those wasteful practices which could be associated with casualism. Secondly, to review the wages structure, buying out remaining restrictive practices and introducing mechanisation and shiftwork (63). Furthermore, the Final Report concluded that the fundamental guarantees given to dock workers by the Scheme be maintained, including the principle of joint control over the size of

the register(64). The report carried 'a final sting' as one observer noted (65), that: '..... perhaps the most unusual aspect of the Devlin report is that it requires a readiness on the part of the Government to force a solution on the parties - if they cannot agree among themselves'(66).

On 2nd September 1965, the National Joint Council for the Port Transport Industry issued a national policy directive on the modernisation of the docks industry based on the conclusions of the 1965 Report. The essence of the directive was that all restrictive practices which were essentially a feature of the casual method of employment should be abolished. The directive established a national negotiating committee, to be known as the National Modernisation Committee, to settle the principles of a new plan of reform and modernisation of the dock industry (67).

Because of the various differences at individual ports in establishing decasualisation and modernisation, Local Modernisation Committees (LMC's) were set up to implement the deals at local level. In Southampton the LMC comprised of a working party of docker representatives and foreman, whose function was to review manning levels. An additional committee was set up, the mech-aid committee, which reviewed the problems likely to emanate from new forms of cargo handling methods.

3.5 The Productivity Concept and the Devlin Report

With all the pressures and unknowns involved with a productivity package, 'integrative bargaining' was not feasible in an atmosphere of insecurity.

In a position of vulnerability workers striving to achieve financially secure arrangements and adequate weekly guarantees would, in such conditions, be forced into a 'pressure-bargaining' situation.

The 1965 Devlin Committee report effectively lifted insecurities and provided a climate responsive to form radical change, but at the same time being reasonable enough and open-ended enough to encourage local and plant level negotiations. As Devlin commented: 'We have put the case in the following pages and now we say : over to you' (68). The Government in its acceptance of the 1966 Devlin Report on wage structures and levels of pay, stated that: '..... implementation of the pay changes recommended in the Devlin Report must be conditional upon specific agreement for the elimination of restrictive working practices' (69).

In their report to the Ministry of Labour in June 1967, the National Modernisation Committee claimed that the Phase I of Devlin was consistent with the productivity guidelines and criteria of the Government's pay policy. The smaller and less well known of Devlin's reports, issued in October 1966, proved instrumental in the 'quid-pro-quo' of restrictive practices and regular employment. It initially produced the necessary discussion required by the Government's guidelines, and assessed the additional costs inherited by 'decasualisation'. The notion of a 'buy-out' was realistically recorded in the 1966 Report as it stated that:

'Another, and perhaps more realistic, way of putting it is that the choice lies between modernisation and leaving the industry as it is. Most employers share the views of the trade union leaders about 'the facts of industrial life' and agree that the leaders' task, if there is no sweetener offered, would be a hopeless one' (70)

As one leading employer put it: 'We are committed to implementing the recommendations in the 1965 Report. They will never be implemented unless this sort of payment is made. It is just as straightforward as that' (71). According to the Independent Members of the National Modernisation Committee for the Port Transport Industry (72), the employers costs caused by decasualisation would be offset in a short period of time by the reduction in manpower requirements.

'The 1966 Devlin Report estimated that its recommendations would increase the industry's wage bill by 16%. Mathematically, to offset this a reduction of 14% in the register would be required. Over the past eight years the national wastage from the industry has averaged approximately 8% each. On these figures the cost of the settlement would therefore be offset in two years' (73).

Therefore the productivity criteria of the Government assisted the employers in implementing their programme and restoring their position of profits. Phase I was implemented on 18th September 1967. The acceptance of the 'integrative' bargaining form was supported by the NMC on 18th February 1969, and pointed towards a specific approach in that, 'it will be necessary for local modernisation committees to agree carefully formulated productivity plans providing for continuing improvements in output. These plans must be accurately costed and constructively negotiated' (74).

3.6 Summary and Conclusions of Part I

The emergence of widespread productivity bargaining was a major phenomena in British industrial relations during the 1960's. The Fawley agreements of 1960

provide a generally agreed starting point of this form of bargaining. During the 1960's the British system of industrial relations was subjected to increasing public criticism because of the growth of unofficial strikes and the failure of existing methods of collective bargaining to prevent the growth of restrictive practices. Britain, it was claimed, was not making the best use of its labour resources and suffered from overmanning in many firms and industries.

Criticism of this nature was brought to the public's attention by the Royal Commission on Trade Unions and Employers Associations 1965-68. The method to rectify the inadequacies of collective bargaining, according to the Commission, was the notion that existing arrangements could be altered in a planned and purposeful manner. Such a change would be mainly due to the growth of productivity bargaining. This concept had been greatly stimulated by the endeavours of the National Board for Prices and Incomes, which was established in 1965 to assist implement the Labour Government's prices and incomes policy. The Commission's main conclusion was that productivity bargaining would put in managements' hands, the factory agreement, which properly used, could contribute to much higher productivity.

However, the central issue during this period in the docks was how to reconcile a conservative and volatile industry to the technical advances necessary for the economic running of the ports. Earlier reports on the docks all stressed the need to abolish the casual system of labour, and since 1961 the two sides had attempted to negotiate a form of decasualisation. It was the Devlin Committee which crystalised the inherent problems in the port industry.

The Devlin Committee decided that good industrial relations and the efficient use of labour required job security, wage stability, decent working arrangements and effective trade union representation. This meant the end of the casual system because Devlin accepted the general argument for decasualisation, and went on to prove three points beyond doubt:-

- 1 - the close relationship between unofficial strikes, restrictive practices and the casual system of hiring labour;
- 2 - why it was that earlier attempts to negotiate decasualisation were bound to fail;
- 3 - how it was possible to start negotiations moving again with more chance of success.

Devlin ruthlessly exposed the inadequacies in the port industry of both employer and employee alike. The salient point of the inquiry was that modernisation became synonymous with post-Devlin reforms in the field of labour. To implement a modernisation programme Devlin suggested what was essentially a form of productivity agreement because imminent containerisation was implicit in the timing of the inquiry. Had there not been such a major technological change in the offing things could have remained largely as they were, but the casual system with its casual attitudes could not have coped with the container.

However, according to the conclusions of the IDS study of 1966, encouraging attitudes had developed in a few active centres, but on the whole trade unions were neither geared nor shaped to produce the kind of productivity bargaining and drive

which would radically change the industrial scene. That assessment was repeated in a later IDS study carried out in 1970, stressing that very few unions had the tools to effectively promote productivity bargains. This would also be the case of the local shop stewards involved in the Devlin programme at Southampton. Having received no formal training or trade union information on the new bargaining concept, they were completely ignorant of the wherewithall surrounding productivity bargaining. On the other hand, the relationship between Devlin's recommendations and productivity bargaining was supported by D.F. Wilson who indicated that the concept of productivity bargaining was not a totally inexact science since the port employer negotiators were aided by Government services and management consultants. This disparity of information and preparation by the opposing sides of a productivity package, would, it can be argued, have put the union side at a disadvantage at the outset.

Nevertheless, during the 1960's and early 1970's productivity bargaining spread rapidly throughout industry, recommended by Donovan, supported by Government, and blessed by Devlin. Productivity bargaining grew more mature through increasing application and publicity, and displayed an ability to cope with problems, such as:-

- 1 - the introduction of work measurement schemes;
- 2 - the reform of disorderly pay structures;
- 3 - the implementation of new technology.

Because of its identification with incomes policy, productivity bargaining began to meet growing criticism and declined with incomes policy from the middle of 1969 onwards.

Some conclusions of the relationship between productivity bargaining and the docks were:-

- 1 - It was necessary to reorganise the Port Transport Industry as a result of technological advancements in cargo handling. This ultimately led to the Devlin programme.
- 2 - The long term aim of the unions, i.e. 'regular employment', coincided with some employers' objectives.
- 3 - The chosen approach of productivity bargaining was approved as a 'tool' because of:
 - (a) It was part of a Government policy.
 - (b) It was seen as effective in changing attitudes, particularly against a volatile work force.
 - (c) 'Integrative bargaining' was accepted by union representatives nationally and locally.
- 4 - At National level, the TGWU supported productivity bargaining as part of Incomes Policy.
- 5 - At local level the TGWU encouraged productivity bargaining because:-
 - (a) The previous experience of the Fawley Agreement had made them supporters of the 'new' bargaining form. The local Regional Secretary sought to extend this approach to the docks.
 - (b) The responsibility for the commercial performance of Southampton Docks was compatible with the Fawley experience.

- 6 - Local employers in the Southampton region had, since the Fawley Agreements, become aware of the coercive or repercussive effect productivity bargaining caused in either an inter-plant or intra-plant situation.
- 7 - The trade unions failed to embark on any form of training that focussed on productivity bargaining.

PART II

CHAPTER 4

THE SOUTHAMPTON DECASUALISATION
AND MODERNISATION NEGOTIATIONS : 1967-70

4.1 Introduction

Part I examined the change in direction of collective bargaining which was brought about by the impact of productivity bargaining. Furthermore, the main areas of debate about productivity bargaining in the port industry prior to the publication of the Devlin Report were examined. In conclusion, a summary of reasons behind the Devlin programme for reform was given.

In the field of labour relations, the central feature of the Devlin Inquiry was that modernisation became identified with post-Devlin reforms. An objective of Part II of the study is to examine the impact and implications of the Devlin modernisation programme. To achieve this aim the subsequent developments in industrial relations in Southampton Docks are looked at, spanning a twelve year period.

This time duration is examined and analysed by three detailed case-studies, all of which have varying time scales. These extended case-studies indicate by 'social dramas' (see Footnote) the operation of certain basic principles of social organisation. By selecting a strategic series of events it is intended to analyse the actions of the 'actors' and reflect their position in the social structure.

Footnote: The expression 'social drama' was used by Turner in 1957, when describing his extended case studies of one African people. He stated that: 'Through the social drama we are able to observe the crucial principles of the social structure in operation and their relative dominance at successive points in time'. V.W. Turner's Schism and Continuity in an African Society (University Press).

This approach could be deemed necessary having considered the observations of P.C. Stubbs (et al) when examining the economics of containerisation in the port industry. Stubbs clearly noted the importance of industrial relations within the economic framework stating, ' that technological change brings a host of consequences of which the impact on labour is one of the most critical'. (see Footnote).

The aim of this chapter (Chapter 4) is to examine the Devlin modernisation programme negotiations. The parallel talks which introduced the working arrangements the former negotiations had established in principle are also discussed. Therefore, the changes required to cope with modernisation and their impact on working practices and arrangements are reviewed in detail.

4.2 Early Attempts at the 'Productivity Package' Commitment

As a result of Government and large employer pressure the NJC for the Port Transport Industry established a 'pilot-study' on decasualisation. In October 1961 a working party issued the 'Crichton-Cousins manifesto' (1). The Directive attacked the casual system of employment as the root of the industry's problems. 'The real obstacle to more effective decasualisation has been the lack of flexibility in the deployment of labour in the most effective manner' (2).

Footnote: An analysis of the economic and technological impact containerisation made within the port transport industry is given by P.C. Stubbs, W.J. Tyson and M.Q. Dalvi in Transport Economics. (George Allen and Unwin, 1984). The author's statistical and economic analysis takes account of the important role industrial relations plays in adopting technological change. P.184.

The remedy, it was suggested, was for both sides of the industry to agree to mechanisation, rationalising the employment structure and flexible manning. The 'Accord' recommended a seven-point programme which local joint councils were asked to implement within three months. They were:-

- 1 - The preservation of the Dock Labour Scheme.
- 2 - The engagement of a 'substantial majority' of the men on the register on a weekly basis.
- 3 - All workers would be able to expect weekly engagement after a period of service, but no worker should be compelled to be so employed, and no individual employer should be compelled to engage a particular dockworker.
- 4 - The provision for 'allocation by rotation' of those workers not employed on a weekly basis.
- 5 - The abolition of restrictive practices including all practices inhibiting the mobility of labour.
- 6 - The fullest possible use of mechanical aids.
- 7 - Where possible, the adoption of shift-work. (3)

The union leadership sanctioned scrapping all such practices and introducing shift work where appropriate. In return, the employers would keep the Dock Labour Scheme and hire most men on a weekly basis, without the compulsion on men or management to accept the offer of permanency or recruit all new entrants as permanent men.

The item of contention was the commitment to abolish all restrictive practices: item 5 of the manifest.

The union argued that working arrangements would create change as a direct result of decasualisation which was vastly different from the prior removal of all obstacles to full efficiency.

As a consequence of ' growing attacks from the rank-and-file, who labelled the manifesto a charter for 'industrial Dartmoor' local discussion of the manifesto was painfully slow. In Southampton it was rejected outright by the men ' (4).

The proposals of the Directive were not accepted in principle, however the TGWU was officially committed and a joint committee was established to consider decasualisation at National level. No real progress was made until after the 1964 pay dispute. The 1965 Devlin report stated quite clearly that the employers were trying to buy too much for too little and not surprisingly the men feared their leaders were committing them further than they wanted to go.

The 1961 National Directive indicated the intention of embarking on the lines of a 'productivity package' and the influence of the American M & M agreement is apparent as employers hoped they could buy out the rule book on a promise of partial decasualisation. The industrial sparring of the early 1960s clarified the issues of importance for the Devlin Committee and signalled to the employers that any scheme which did not give 100 per cent permanency stood little chance of success: but the seed of the 'productivity package' had been sown.

4.3 Negotiations leading to Decasualisation and the Implementation of Devlin

The negotiations which led to the final implementation of the Devlin programme were divided into two 'phases' - I and II, which carried the industry from casual employment, low basic pay supplemented by a variety of extra payments and 'restrictive practices' into a situation of a high weekly basic wage, the permanent attachment of dockers to a smaller number of larger employers, and a much greater flexibility of labour. At this time, the basic agreement covering dock work in Southampton was the 'Blue Book' of 1951, which replaced the wartime 'Buff Book'.

The agreement provided for a basic 44 hour week (Monday to Friday, 8 a.m. to 5 p.m., plus 4 hours Saturday morning). There were two main calls at 7.45 a.m. and 12.45 p.m. Manning scales were fixed and flexibility and mobility were limited by the 'continuity rule'. It was a condition that men should complete their engagement with the same employer before accepting other employment. The continuity rule was seen as protecting the casual men: before the rule was enforced there was a possibility that the best paid jobs would go to the 'perms' at the morning call. In the afternoon the 'casuals' could be paid off, and their work given to the 'perms' who had finished; hence the rule was 'first to finish, first to transfer'. The agreement was viewed by the shop stewards as a bad one; the sources of conflict were the 'stress of weather' clause and overtime.

An important issue at this time was the problem of the number of employers in Southampton, of which there were five major ones.

- 1) British Transport Docks Board;
- 2) South Coast Stevedoring Company Limited;
- 3) A.E. Smith Coggins (Southampton) Limited;
- 4) Southampton Harbour Board;
- 5) International Cold Storage and Ice Company Limited.

There were also three 'specialist' firms.

- 1) E. Soper & Co. (a checking firm);
- 2) Corrals (fuels);
- 3) British Road Services (road haulage).

By tradition BTDB men were employed on the quay while South Coast Stevedores employed shipside men and the Harbour Board controlled the Town Quay and several wharves. On 1st January 1968 the Southampton Cargo Handling Company was established under BTDB control, when they and South Coast Stevedores merged. In 1964 the National Ports Council recommended the BTDB have the sole Estuarial authority over the Southampton Harbour Board. The Southampton Chamber of Commerce opposed the recommendation while TGWU shop stewards favoured it on the grounds that the multiplicity of employers had been the crux of London's problems. In July 1966 the Ministry of Transport issued a statement on transport policy with the purpose of bringing about a large scale reduction in the number of licensed employers. A.E. Coggins was refused a licence and following an inquiry in 1968 the BTDB finally got authority over Southampton Harbour Board, which meant that Southampton Dockers were to enter Devlin Phase I in September 1967 with officially only two employers; but because of a later merger, effectively only one employer. This was to play a vital role in the attitudes of the dockers to 'decasualisation' in 1967 and 'modernisation' in 1970.

4.4 The Southampton Devlin Phase I Agreement

In the main, Phase I negotiations were dealt with nationally and on the 30th June 1967 the independent members of the National Modernisation Committee sent a report to the Minister of Transport stating that in their view enough changes had been negotiated to allow the introduction of Phase I by the 15th September.

They listed the primary restrictive practices as:

- 1) Mobility of dockers from job to job;
- 2) Welting and spelling (i.e. dividing a gang in half and working turn-about) (see Footnote)
- 3) Restrictions on overtime.

The abolition of these practices, they contended, qualified for a 'Productivity Deal' on the grounds that they would:

- 'a) Enable weekend work to start in the London Enclosed Docks;
- b) Eliminate 'spelling' in Glasgow and 'welting' in Liverpool;
- c) Enable ships which would otherwise have been idle for periods to be worked continuously;
- d) Speed the turn-round of ships generally;
- e) Facilitate the introduction of further measures of modernisation of cargo handling such as roll on/roll off, containerisation and mechanisation;

Footnote: 'Welting' and 'Spelling' was (and will be discussed later) termed by the Devlin Commission as a highly organised system of bad time-keeping. It was a symptom of the casual system on one hand and the imposition of restrictive practices on the other. However, the practice of welting and spelling was so deep-seated that it remains in effect today, and has been referred to as 'ghosting' in other industries.

- f) In the major ports, both employers and men will operate in particular sections of the ports and will therefore become experienced in particular types of cargo;
- g) The greater stability of employment will assist the unions to develop a system of shop stewards and thus to keep in closer contact with their members. This should help to reduce further the incidence of industrial unrest.' (5)

The report was accepted by the Minister and published an order on the 22nd August to introduce Phase I on the 18th September 1967. It was further noted that 41 ports had agreed to eliminate restrictive practices, while 7 ports had not reached agreement; Southampton being one of them. Since the rejection of the employers' proposals of the 16th January 1967 the principal arguments were over mobility. The negotiations centred around the principle of 'first to finish, first to transfer', as the employers wanted complete mobility and to end transfer payments, while the shop stewards wanted to maintain them, and would only agree to transfer in times of labour shortage. After pressure had been placed on the employers by the NMC, a basis for an agreement was established on 10th July 1967 and represented a much limited advance of the earlier employers' proposals and they agreed that to institute decasualisation in Southampton only minimal changes would be necessary. An important factor of the success of the trade union side was the unwillingness of the Southampton shop stewards and dockers to join the 'Anti-Devlin' strikes in other ports in September and October.

The Phase I agreement was as follows:-

- 1) The employers' offer of 10s 0d per man per week was final (the Southampton employers had to pay this as a 'mobility payment' in order to seek mobility from job-to-job, and was the maintenance of the 'transfer payment' to be paid whether a docker was required to transfer or not).
- 2) It was agreed that: one Port Labour Officer (P.L.O.) and two Transfer Officers who would be available on the 15th September, should be taken on to the staff of the Port Employers' Association for the future allocation of work. (This clause was altered so that by the 18th September there were 4 PLO's, whose function was the allocation of work).
- 3) It was also agreed that the Local Modernisation Committee should continue to supervise all stages of decasualisation, including allocation problems.
- 4) Regarding present permanent men, it was agreed that they would have no unfair advantage over pool men who would become permanent.
- 5) There would be a merger between BTDB and South Coast Stevedores whatever the licensing position turned out to be.
- 6) The present system of allocation of night work should remain unchanged. (There was at this time between 150-200 voluntary and continuous night-men, which was sufficient).
- 7) It was agreed that the work people should be given new numbers in consecutive form according

to the groups in which they worked. The gang structure would remain. (What this meant in practice was that the manning-scales were not altered).

- 8) It was agreed that there was no necessity to change the allocation procedure for Saturday morning work.
(This was a roster system of allocation).
- 9) It was also proposed that equality of earnings would be considered by a J.C.C., but this proposal was not carried out in practice.
- 10) It was stated by the employers that so far as mobility was concerned, it was most difficult to write a 'reasonable' clause into a document. The employers stated that full use would be made of their labour force at all times and this being so, any transfers by the employers must be on a reasonable basis. In any case, this aspect would be scrutinised by the Work Peoples' representatives who would always point out any difficulties. The employers agreed that first-to-finish, first to transfer would be the principle.

At national level a Phase I 'Provisional Agreement' was effective from 18th September 1967, and provided for:

- 1) A minimum daily wage of 44s 4d for a dock worker available for eight full hours of work.
- 2) A modernisation payment of 1s 0d per hour as a flat rate.
- 3) A guarantee of £15 per week for five days' availability for work.

The unions agreed that the National Policy Directive of 2nd September 1965 be observed, which called for the abolition on restrictions of mobility, flexibility and overtime working. Therefore, Southampton dockers improved on the National Agreement of Devlin Phase I by:

- 1) A 10s 0d per week 'mobility payment'.
- 2) The maintenance of the PLO function.
- 3) Only 'reasonable' and not complete mobility could be demanded.
- 4) The maintenance of manning scales.
- 5) The retention of the practice of 'first to finish, first to transfer'.

4.5 Welfare Schemes

Another aspect of Devlin Phase I was the introduction of a sick-pay scheme which gave £6 per week to a docker on sick entitlement. The TGWU also sought a pension ranging from 25s 0d to £5 per week, but the employers maintained that pension arrangements were contingent upon agreements being reached on the reduction of the compulsory age of retirement from 68 to 65. On the 26th July 1967 the employers proposed:

- 1) That on the date of decasualisation there should be an immediate reduction of the compulsory retirement age to 65.
- 2) Lump sum payments to men retiring on that date should be as follows:

Men aged 65	£600
Men aged 66	£350
Men aged 67	£200

- 3) That men aged 64 on that date should receive £200 on reaching 65 and men aged 63 should receive £150 on reaching 65.

The TGWU would only accept these terms on the condition that the severance scheme would be 'voluntary'. The proposals were later rejected by the NJC and the employers had to accept a voluntary severance scheme based on the above payments. In Southampton 62 dockers accepted voluntary severance under the new scheme.

The TGWU continued to press for three weeks annual leave which was resisted by the employers.

The negotiations then turned from Phase I of Devlin - decasualisation - to Phase II - the 'modernisation' of the industry. Phase I had involved the exchange of certain limited alterations in working practices in return for the attachment of dock workers to a permanent employer; but more important was the union commitment to productivity bargaining, the reorganisation of the employer structure in the industry, and the decline of the small employer.

4.6 The Southampton Devlin Phase II Agreement

Phase II was to be far more wide-ranging in its scope of bargaining. The principal of local productivity bargaining was established by the newly constituted National Modernisation Committee. Local committees considered a series of 'restrictive practices' which hindered the adaptation of new cargo handling techniques in the industry. In return for radical changes in working practices and the acceptance of redundancy through 'natural wastage' and severance, the employers offered a high weekly basic wage and an end to the insecurity of piecework and 'supplementary' payments.

After encouragement from the NMC for local representatives to participate in the local negotiations of Phase II, two options arose.

- 1) To give priority to the linking-up between dockers in Southampton and those in other ports in order to prevent 'under-cutting' and inter-union competition.
- 2) To offer a better service in Southampton in order to attract trade, and investment in mechanised cargo-handling techniques, if necessary from other ports.

The Southampton officials and stewards chose the latter course to take as they were aware that transatlantic flights were biting into passenger liner traffic. Passenger ships at this time were labour intensive, therefore any reduction in passenger trade would require replacing, and that included containerisation. They began Phase II negotiations in November 1967 by sending a letter from the TGWU to the employers making it clear that progress should not be impeded by the backward thinking of other ports. The first important event in the negotiations was the writing, in June 1968, of the 'Southampton Dockers' Charter' by the TGWU Regional Secretary. This document set out the general aims of the union as follows:

- 1) 24 hour-7 day week operation.
- 2) A 4-day week of 35 hours.
- 3) The abolition of the Temporary Register.
- 4) An apprenticeship scheme of three years, starting at 17.
- 5) 3 week's holiday.

- 6) An approved sick pay scheme.
- 7) A supplementary pension to boost the national scheme.
- 8) Adequate severance pay for those leaving the industry.

In November 1968 a joint Working Party was set up, which consisted of four foremen and four shop stewards. The object was to examine a wide range of jobs so as to determine if and how it was possible to reduce manning scales. The Working Party covered such areas as:

- 1) Passenger traffic manning.
- 2) Allocation of customs men.
- 3) Use of composite gangs on the quay.
- 4) Use of composite gangs receiving baggage.
- 5) Use of mobile loading and striking gangs for minor operations.
- 6) Mobility of station men.
- 7) Changes in store gang manning.
- 8) Ferry terminals and compounds.
- 9) Dinner hour working on passenger vessels.

In a way the Working Party performed the function of a management consultant and its report, accepted in the Spring of 1969, formed the basis of 'Stage I' of the Phase II negotiations. The employers proposed in their 'Statement of Intent' of 7th March 1969 to implement Devlin Phase II in 3 stages.

'Stage 1' was the payment of a £25 per week holiday bonus (for 2 weeks) with a possible further £25 at Christmas in return for the implementation of the Working Party's suggestions regarding the cutting of manning scales. In fact the main change accepted by the men was in passenger-ship time-work,

and as this was not economically important to the employers it could be said that the significance of 'Stage 1' was the establishment of the main principle of productivity bargaining, i.e. money in exchange for changes in working practices. Stage 1 was implemented on 9th June 1969.

'Stage 2' was to consist of a pay structure made up of:

- 1) a basic daily wage,
- 2) a productivity bonus,

which was to be in return for flexibility of working, i.e. the abandonment of traditional manning scales.

'Stage 3' was provisionally set for September 1970 and was to consist of a move over to a daily wage with no bonus system, but in actual fact 'Stage 2 & 3' were amalgamated together during negotiations and Southampton moved straight over to time-work.

At the same time the Employers set out their detailed 'Requirements under Phase II of Devlin' :-

- 1) Working hours
 - a) The abolition of late starts and early finishes.
 - b) The abolition of extended tea breaks.
 - c) The reintroduction of the 7 a.m. start on passenger ships.
 - d) Necessary overtime to complete a ship to sail.
 - e) 24 hour working, 7 days a week at specialised berths, i.e. containers, ferries.
 - f) Weekend working on a roster system.

2) Manning

- a) Flexibility in manning, e.g. varying the size of gangs, movement from ship to ship and task to task.
- b) Abolition of the system of 'first to finish, first to transfer', (i.e. an end to the 'continuity rule').
- c) Abolition of separate work forces for the Eastern and Western Docks.

3) Industrial Relations

- a) Full acceptance of agreements negotiated and an adherence to proper negotiating machinery, i.e. no stoppages of work or mass meetings in working hours.
- b) Bearing in mind the intention to mechanise the industry, the employers would expect the trade union's full co-operation in recruiting suitable men. It is agreed there should be an acceptable apprenticeship scheme.

The employers stated that they would expect no redundancy to result from the implementation of these proposals. At this time, the employers were proposing a wage scale of £25 per week, i.e. £5 per day whether work was performed or not (see Footnote). This was to be supplemented by a tonnage bonus with a guaranteed minimum of £1 per day. They were also prepared to introduce a third week's holiday in the winter of 1969.

Footnote: This would suggest that the problems posed by welting and spelling as defined by Devlin were of smaller significance in the Southampton negotiations. Therefore management chose not to tackle this problem at this point but sought to achieve an acceptance of containerisation before getting involved in the probable contentious area of 'highly organised bad time-keeping'.

At the Local Modernisation Committee meeting of 16th June, 1969, the trade union side presented their counter proposals.

- 1) £40 per week within two years. This to be made up to £30 per week basic pay plus £10 per week productivity bonus.
- 2) A 35 hour week.
- 3) A retirement gratuity of £1,000.
- 4) A third week's holiday beginning winter 1969.
- 5) An improved sick pay scheme.
- 6) An apprenticeship scheme.
- 7) A differential payment between shipside and quayside men.

During the summer of 1969 the union changed its mind to a flat basic wage with no productivity bonus. The employers were divided on this issue, but at the LMC meeting of 13th November 1969, both sides agreed that 'piecework would have to be eliminated sooner or later' and it was proposed that each side recommend the following to their constituents:-

- a) That there would be a complete elimination of piecework.
- b) There should be a two-tier system of pay with a differential based on different jobs (i.e. less for 'light duty' men).

(It was also agreed at this meeting to enlarge the LMC by four on each side to form a working party to speed up negotiations and deal with detailed problems in need of clarification).

The proposals were accepted by both sides and on 4th December 1969 the employers issued a revised

statement of intent. It was rejected by the men at a mass meeting on 11th December on the grounds that:

- a) The employers offer of £32-10s for 'A' men and £25 for 'B' men was not sufficient.
- b) The proposed shift system of 8 a.m.- 5 p.m. and 5 p.m.- 1 a.m. plus 5 p.m.- 9 p.m. (passenger) and 8 p.m.- 6 a.m. was not acceptable.

At the meeting of 8th January 1970 the union side gave its counter proposals:

- 1) Not to have a 5 p.m.- 9 p.m. shift.
- 2) Longer notice to be given to men required for work.
- 3) A long term end to the Seasonal Register.
- 4) A long term end to the 40 hour week.
- 5) £40 per week.
- 6) A better rotation for night work.
- 7) Overtime payments of time + $\frac{1}{4}$ on weekdays and time + $\frac{1}{2}$ on Saturday and Sunday was not acceptable.

The employers replied on the 12th January with an offer of £33 10s (£32 10s + £1 bonus) and £27 10s plus 3 weeks holidays at £32 10s per week. This was also not acceptable to the union side. After further negotiations the employers made their 'final' offer on 21st January. This consisted of:

- 1) £36 per week for 'A' men.
- 2) £28 10s for 'B' men.
- 3) Overtime to remain time + $\frac{1}{4}$ weekday and time + $\frac{1}{2}$ Saturday and Sunday.
- 4) The Agreement to be implemented as soon as possible (given as 1st April).

The union side countered:-

- 1) £37 10s for 'A' men.
- 2) £30 for 'B' men.
- 3) Implementation to be 1st March, not 1st April.
- 4) Full holiday bonus to be paid to men who retire in 1970.
- 5) Overtime to be time + $\frac{1}{2}$ weekdays, double time Sundays.

At this point negotiations were interrupted by developments in London as Press reports disclosed proposals of 31 $\frac{1}{4}$ hour week in the London Enclosed Docks with the effect of reinforcing the dockers' demands for the 35 hour week. At the LMC meeting of 3rd February 1970 the union introduced the demand for £33 10s but now for five 6 $\frac{1}{4}$ hour shifts.

In return, the employers forwarded:

- 1) £36 'final offer'.
- 2) An acceptance of time + $\frac{1}{2}$ on weekdays but offered £12 for 8 hours work on Sunday.
- 3) A rejection of the union's demand to reduce to proposed 5 p.m.- 1 a.m. shift to 5 p.m.- midnight.

The union further proposed:

- 1) The Workday day to be 8 a.m.- 5 p.m. with a 7 a.m. start for baggage operations when required.
- 2) The evening shift to be 5 p.m. to midnight.
- 3) Overtime to be time + $\frac{1}{2}$ weekdays and double time Sundays.
- 4) No 9 p.m.- 6 a.m. shift, but if the employers insisted this should be on a basis of a fixed night force for a week at a time.

- 5) There should be no 5 p.m.- 9 p.m. shift.
- 6) All this was proposed pending the employers' committment to introduce a 35 hour week from the 1st October 1970.

On the basis of this a revised document containing the employers' requirements for Phase II of Devlin was prepared on 23rd February 1970. The report accepted the first two of the union proposals, but included a 9 p.m.- 6 a.m. and a 5 p.m.- 9 p.m. shift. The employers also wanted to apply flexibility on Sundays as well as weekdays, whilst the union side sought to maintain manning scales for Sunday work. Finally, the employers maintained their earlier offer of £36 and £28 10s for 40 hours. These proposals were discussed during March but rejected on the 24th on the grounds that the £36 was inadequate and that the weekend manning proposals were unsatisfactory. At this stage, the union side attempted to resolve the deadlock on the basis of a reduction in hours. At the LMC of 8th April, the union proposed 3 points for further discussion.

- 1) The basic pay of £36.
- 2) Hours of work (i.e. the 35 hour week).
- 3) Weekend manning.

This was rejected by the employers and at this stage the parties registered a 'failure to agree' with the NMC. The union established an overtime ban and a ban on recruitment to the Temporary Register. The employers requirements were re-written during this period (13th April 1970) and the document in the main formed the basis of the final agreement. The NMC suggested that the employers offer should be accepted for a period of 6 or 9 months and then renegotiated but was rejected by the union side.

On 21st May 1970 the LMC met to discuss the NMC proposals which was to be the principal meeting of the negotiations. The employers stated that they were prepared to offer £36 for a 35 hour week, which was rejected by the Regional Secretary on the grounds that the 35 hour week was imminent on a national basis.

At this point the Union side said they would recommend £37 10s for 40 hours and a firm date (e.g. 1st September 1970) for the introduction of the 35 hour week. This latter part was recognised as 'flexible' and 'subject to negotiation'.

This was the hub of the negotiations and the reason the union retreated from its demand for £40 per week was that key members believed that the 35 hour week was about to be introduced nationally through the NJC for the Port Transport Industry. In a private meeting they calculated that £37 10s for 35 hours would give a higher rate per hour than £40 for 40 hours (21s 6d as opposed to 20s). This would multiply through over-time payments etc. Actually, the 35 hour week was not due to be introduced and has still not been introduced by 1987. Furthermore some key shop stewards feared that shipping lines would leave Southampton for London if there were deadlock.

The demand of £37 10s and £28 10s for 'B' men was accepted by the employers, and it became the employers offer when some of the trade union side tried to get a commitment to a 35 hour week.

Negotiations then moved on to clearing up detailed parts of the proposed agreement through the working parties. The principal outstanding problems were:

- 1) Weekend manning.
- 2) The number of stewards to be employed full time to supervise the agreement.

The situation was interrupted by the 20 day national dock strike of July-August 1970. As a result of the Pearson Report (which brought an end to the strike) a further £1 was added to the wage offer, making £38 10s and £29 10s. Following the strike a mass meeting was held with a result that several new demands were made which were initially rejected by the employers except an offer from £6 to £7 per week as an improved sick pay scheme was made.

After further negotiations the employers introduced a formula for maintaining manning scales on Sundays whilst having flexibility during the remainder of the week. They also undertook to maintain the size of the Register during the term of the Agreement. Sick pay was increased to £9 per week for the first two weeks and £8 afterward.

The draft agreement was issued to all main registered dock workers on 9th October and was signed on the 27th November 1970, and became operative from 30th November 1970.

The final agreement consisted of:-

- a) A basic working day of two shifts from Monday - Friday of 8 a.m.- 5 p.m. and 5 p.m.- midnight.
- b) Additional shifts for passenger ships (voluntary) of 5 p.m.- 9 p.m. and 9 p.m.- 6 a.m.
- c) It was accepted in principal that 24 hour working would be necessary on 'specialised berths' (container berths).

- d) Allocations for the 5 p.m.- midnight shift and for weekend working were to be made on a roster system.
- e) The wage payment was £38 10s for Group 1 men and £29 10s for Group 2 men (for 40 hours).
- f) It was accepted that the 'first to finish, first to transfer' should end, and there was to be complete flexibility and mobility of working from ship to ship, from ship to quay or quay to ship, and from task to task. Sunday manning was to be maintained at the original level of operation.
- g) Works council was provided for (but not instituted) and a disputes procedure was instituted.
- h) A local sick pay scheme was instituted and an apprenticeship scheme was provided for (but not implemented). Training in mechanised aids were provided for.
- i) The labour force was one unit and was not to be divided between Eastern and Western Docks.
- j) The eventual object should be the division of the dock into zones, each being self-contained and having a labour force attached to it. (see Footnote).
- k) The Agreement was to run for one year.
(Source: The Port of Southampton Productivity Agreement between the Southampton Port Employers Association and the Transport & General Workers Union covering the Rates of Pay and Working Conditions of Dock Workers at the Port of Southampton).

Footnote: This objective was strongly opposed by the dockers once containerisation got under way on the grounds that an elite container berth labour force would bring about a return to the despised 'blue-eyed' system. Therefore men were allocated between the container berths and rest of port on a roster system. A separate work force to the container berths was not achieved by management until 3rd January 1987.

4.7 Local opposition to the Devlin Programme

The Devlin programme was introduced into Southampton without a major dispute (although there was an overtime ban and a refusal to increase the temporary register in April and May 1970), whilst some other ports had a high level of localised conflict during negotiations. The terms of the Southampton agreement were seen by some commentators as the 'key to success' of Devlin and Southampton was hailed the 'success story' of Devlin.

Five months after the introduction of Phase II, David Wilson wrote in the Financial Times: 'In Southampton, modernistaion has proved itself, in London it has been a disaster It is a success which vindicates the Devlin philosophy of how ports should be modernised It gives text book examples of new co-operation, not conflict' (6).

The response of the TGWU towards Devlin did not challenge the employers' or Governments' power or policies in any but marginal areas, and this was indeed the principal factor in the successful application of the Devlin programme. Due to this success, the position of both the employers and Government was strengthened, because dockers entered a period of severance, intra-union conflict and an inability to act nationally against containerisation.

For its part, the non-political opposition was overwhelmed by the complexity of productivity bargaining, which was able to attract dockers with money and welfare improvements, whilst 'buying out' and limiting future bargaining power. But there was opposition to the Devlin programme that offered an alternative response to the problems posed by Devlin. Their principal aim was to present an alternative to Devlin, either in the way the

industry was to be organised, or in the terms given to the dockers. The opposition did not come from within dock workers belonging to the Communist Party (CP) due to a lack of organisation, and were therefore unable to construct an independent local CP policy.

It came instead from the International Socialists (IS) and was at source not within the union at all. The theme of opposition the IS adopted was a general campaign of propaganda which attempted to win support from those dockers who felt they were being inadequately represented by trade union officials and from those shop stewards who had become suspicious of Devlin. The prime instrument of the IS campaign was a leaflet entitled the 'Southampton Port Bulletin'. It attempted to analyse the employers requirements and increase the militancy of the rank and file, hoping to convince them of the dangers of the Devlin programme. The IS did not influence the mainstream of negotiations, nor did it obtain any long-term members. However, in its way, it represented an 'alternative' approach to the problems of Devlin. (see Footnote)

The first publication of the Southampton Port Bulletin was issued on 7th November 1969, which was well into the Phase II negotiations. Issues such as nationalisation, national wage claims and the controversial 'dockers sons' issue were commented upon. Containerisation was a central theme to the SPB. The first bulletin viewed with trepidation the impact of containerisation:-
' at the present time it is on the cards that containerisation will bring huge profits for the employers, much harder work for the port workers and redundancy' (7).

Footnote: See J. Fisher's Ph.D. 'Decasualisation and Modernisation in the Port Transport Industry 1976' for detailed analysis.

Having described the international impact of modernisation the SPB made firm demands that: 'The only final answer is to get rid altogether of a system which makes dockers jobs the price to technical improvements. This can only happen through a political movement of the working class on an international scale' (8).

The 'Bulletin' proposed:-

- '1. Shop stewards' control of manning-scales.
2. A cast iron, WRITTEN guarantee of no redundancy.
3. Opening the books - how much profit are the bosses making out of the deal?
4. A wage settlement relating to work performed - not a measly £5 or £6 a day for moving thousands of tons of cargo.
5. Linking up with other ports to prevent the employers playing Southampton dockers off against other dockers. Joint action against the employers' (9).

If any successful campaign against Devlin was to be mounted, then item 5 was a necessity. Of the other demands the employers could not have granted without undermining the whole of their position under Devlin. The IS hoped to gain ground by management's refusal towards them.

The Bulletin maintained a similar stance throughout Phase II, although the IS had no opportunity to put its demands through organisational channels. Tony Cliff's 'Employers Offensive - Productivity Bargains and How to Fight Them' had been published by the fourth Bulletin (16.01.70) and it sought to identify the Devlin programme as a productivity deal. 'Southampton dockers are faced with a productivity deal, as over six million other workers in the country have been. In return for a wage increase, the workers sign away for more 'productivity',

'efficiency' or 'flexibility' which means: harder work' (10). The publication of Cliff's book had an impact on some of the Southampton shop stewards who maintained that negotiations would have been better if approached from a different tack. At the time of realising this, negotiations were in such an advanced stage it was felt impossible to reverse it. (11)

Not only were counter-demands made regarding the 'quid pro quo' but 'parity' with other major ports were constantly emphasised. This was a realistic counter-demand and the value of it was realised too late by the militant section within the TGWU. The figure of £54 per week for container working at Tilbury was used as a comparison to the Southampton offer of £37 10s 0d. 'Bulletin' No. 3 highlighted the pitfalls of accepting a low offer. It was pointed out in 'Parity - The Only Answer' :- 'By accepting lower pay than other ports, Southampton dockers will force a lowering of conditions in other ports. By demanding parity with London and Liverpool, Southampton dockers will help force the employers to give decent conditions to all British ports' (12). It was further recognised that:- 'By the employer offering different rates and conditions, they will always be able to play one section of workers against another' (13).

Another ring of truth the IS predicted in the 'Bulletin' was pointed out as:

'The biggest card in the employers' hand is to say to Southampton dockers ..."If you don't agree to our terms, the shippers will take their ships to other ports". But this is what they are also saying to the dockers in Tilbury and in Liverpool The only answer is to meet the employers as a united front. The time has gone when those speaking for Southampton dockers could say ..."To hell with London, we'll look after ourselves". The bosses know this. Do you?' (14)

The IS, although questioning the impact containerisation would have on the dock industry deeper than the 'official' negotiating group, did not significantly alter the pattern of the Devlin programme either at local or national level. The principal reason for this was due firstly to the perspective of the majority of shop stewards being confined by 'trade union' demands, and secondly, because their political experience was limited they adopted a similar view on Devlin to that held by the TGWU officials; namely the belief in the 'self sufficiency' of their own trade union activity. Only the outcome of the future would support or deny the IS held view of concern and suspicion.

The way to an acceptance of change

The Devlin programme was the vehicle which enabled the modernisation of the British dock industry. It finally erased the casual system and piece-work for permanent employment offering a high basic wage and ostensibly 'bought the book', as did the American Mechanisation and Modernisation Agreement of 1960. Although the Southampton Devlin negotiations involved the Local Modernisation Committee, agreements and working arrangements involving containerisation were dealt with by a Joint Negotiating Sub-Committee which was established on the 24th November 1969. The transitional period until the separate agreements for separate berths involving container work had been reached was in the main, by both sides, one of trial and error and appears in retrospect hap-hazard. Therefore to record all events would be beyond the scope of this project as agreements were amended with the build-up of container trade. From its inception containerisation brought a new array of machinery involving radical changes in working practices and job functions. The Blue

Book established a set of principles which focussed on the needs of containerisation. How each port was to achieve this commitment was a matter for local discussion, and was, it could be suggested, of more importance than the Devlin negotiations. The following is how the management and TGWU tackled the problem of the physical change to a new technology.

4.8 Impact of Containerisation on Working Practices

A glance at the annual National register of permanent dock workers reflects instantly all the reasons why protective measures regarding job security were so prevalent on the docks. (See Appendix 1). In 1956 there were 78,722 men on the main register which had reduced to 57,505 by 1967 at the time of Devlin. Although the labour intensive requirements for the big passenger ships would no longer be required due to the down turn in passenger trade, a firm intention of transforming Southampton to a major container terminal was made known to the dock worker in 1969 when management pointed out 'we could become the major container port in 10 years, and having obtained the Far Eastern Trade, it was hoped that other trade would follow' (15).

4.9 The New Container Depot

On 29th January 1968 the British Rail Freightliners Terminal and the Container Depot at Millbrook opened, which facilitated the internal 'stuffing and unstuffing' of containers. In the early days there was a reluctance to work in the depot, and some men asked to be transferred elsewhere because a separate agreement was needed in this

area, which was not tied to the piece-work systems of the other parts of the port. There were also cases of men who had the opportunity to be trained but refused, while those who were trained were tested by an independent board, and from then on allocations were made from the pool. The original labour requirement was 2 Drott drivers, 2 fork lift drivers and 4 stevedores who worked on a day shift basis. Experience had shown that any unsatisfactory work, in particular the stuffing of containers, was attributed to periods when the labour force had been changed. At the beginning it was normal practice in the container world for shippers and representatives of Lloyds to visit depots to see work in progress and assess the competency of the depot. 'In this depot, Lloyds, other shipping agencies and the shippers association had found a very satisfactory standard which was partly due to the men having been together for some time.' (16)

Due to the depot being in competition with others, management sought a permanent labour force and made arrangements for pay to depot men of:-

- (a) £5-4-0d per day as per the original agreement.
- (b) £1-6-0d per day differential (Note: not paid at weekends).
- (c) £1-17-4d for the two hours 5-7 p.m. (Container berth).
- (d) No work on Saturdays.
- (e) Normal overtime rates for Sundays.

The additional 26/- per day was not to be always made but was conditioned by results.

4.10 Lashers (Labour to secure containers on deck)

Container ships demanded a requirement to lash deck cargo to which both the TGWU and Boilermakers and Shipwrights Union laid claim to the job. Some ships used contractors for lashing and those so employed were shipwrights but ... 'the Dock Labour Board had already set up a sub-committee to decide whether lashing was port transport work or not!!' (see Footnote). The definition was later declared to be dock work by the NDLB and lashing was seen to be a specialist job requiring training. The original manning was 8 lashers, 3 stevedores and 1 lander. The shop stewards expressed the view that these men should not be integrated, as lashers were trained men and the stevedores sent from the pool were not, but agreement was found that they assist one another and the P.L.O. should see that the right type of man should be sent.

For a while lashing gave rise to problems as ship operators alleged that it was not being performed properly. 'There was a question of whether they were 'all in' or not. There was a question of payment when going from job to job. There was a problem of extended meal breaks, and there was a refusal to lash or unlash cargo loaded in other ports' (17). The allocation had been half trained lashers and half untrained lashers. Furthermore the dockers complained of lack of supervision and it was pointed out by management that additional foremen were being sent to this type of work.

Footnote: A Joint Modernisation Working Party of workpeople and management was set up to discuss locally the scope of dock work created by containerisation (JMWP 24.11.60).

The system of 'on job training' proved satisfactory providing dilution between fully trained and part trained men was not too great.

During Devlin Phase II of the container berth negotiations, management expressed a wish for permanent trained lashers to be at the berth but shop stewards pointed out that insufficient lashers had been trained. It was agreed that lashers be allocated from trained lashers, or men who had gained lashing experience, together with men expressing a willingness to perform lashing duties. The union side asked whether a basic weekly lashing gang would be retained which was considered desirable by management from Monday to Friday. Regarding allocation if men were allocated on Sunday, then such men as required for the weekly gang would be taken from those who had been engaged on Sunday.

4.11 Van Carriers (Machines used for moving containers)

From the beginning of container berth operations it was decided to keep van carrier drivers separate from the ship operation. The original manning was four van carrier drivers for three vehicles, who were to be flexible between ship work and 'striking' (loading or unloading road vehicles), although management expressed there was a preference not to do so. Flexibility was agreed upon by both sides and the union side suggested 'that for purposes of relief there should be:

- 1 relief for up to 3 van carriers
- 2 reliefs over 3 van carriers.' (18)

Two days later the union side put forward proposals to increase the number of spare van carrier drivers

due to increased pressure on men operating them. Management agreed that one spare driver per two machines in operation would be provided as an interim measure until such time as radio aids were available.

Training in van carrier driving was 'top priority' and the BTDB investigated the possibility of providing a machine during normal hours with NDLB instructors. If this method failed, then training outside of normal hours would be carried out if instructors could be found. By October 1970, 30 trained van carrier drivers were operational over a two shift period of 8 a.m.- 5 p.m. and 5 p.m.- midnight.

The recognised meal breaks should be taken and reliefs operating on the following ratios:-

<u>Machines</u>	<u>Men</u>	
2	3	
3	5	
4	6	
5	7	
6	9	(19)

Therefore producing an increased requirement of 1½ men per machine.

With an increasing requirement of a night shift coverage extending a continuous operational work flow and to exclude stoppages for meal breaks, the union requested an increase in the van carrier drivers to two per machine on the 3rd December 1970. The employers were prepared to accept double manning provided:-

'8 a.m. starts prompt.
Both drivers to prepare their machine.
Reliefs when not driving to undertake
tasks assigned including customs examination,
clearing up and during modification to Nos.
1 and 2 machines, to accompany co-driver with
van carrier to depot when that machine was
required.' (20)

The employers reiterated that the number of van carriers to be utilised for any one operation was at the employers discretion. To cope with a three-shift system, further van carrier drivers had to be trained to the order of two per fortnight so that in a short while the rota for a night shift would be one week in every six.

4.12 The Three Shift System

At the beginning of container berth operations the small number of containers handled were dealt with mainly during the day shift, but with the introduction of ACL and Seatrain traffic on the 4th and 19th December 1969 respectively, management proposed a two shift system of 7 a.m.- 2 p.m. and 2 p.m.- 9 p.m. with $\frac{1}{2}$ hour meal break on each shift. These shifts were to apply to work when a ship was being worked and also to receiving and striking operations on the berth but were never implemented.

A commitment to 24 hour coverage was made as early as November 1969, when the Deputy Docks Manager said '.... to take OCL and ACT a big container complex would be required and it would be necessary to work 24 hours a day with a requisite number of men to cover that period ... we had to find work for 1800 people'. (21)

The union side asked whether shifts were envisaged when ships were not being handled and management recognised the fact that the facility must be available as deliveries might be required at night, and suggested a pattern of 8 a.m.- 4 p.m.: 4 p.m.- midnight: midnight - 8 a.m., which, as it transpired, was not to be the final pattern.

With a near conclusion of the 'Blue Book' agreement, which presented normal shifts of 8 a.m.- 5 p.m. and 5 p.m.- midnight, it was further expressed by management of a need of a third shift to compensate for a change of arrival times of container ships. The terms of the 'package deal' indicated 24 hour coverage at container berths and the necessity for this facility was agreed by both sides. As an interim measure management requested a facility to work after midnight in an emergency to complete a vessel to sail, which was refused by the union side for fear that the practice might spread to conventional cargo operations.

On the 1st March 1971 a sub-committee of the Local Joint Modernisation Committee was established whose terms of reference were:-

- '1) Look into any inefficiencies in the operations carried out at the container terminal on the present 8 a.m.- 5 p.m. and 5 p.m.- midnight shifts and
- 2) Tie in with (1) the implications of an introduction of a third shift.

And to submit a report to the Local Joint Modernisation Committee together with recommendations where appropriate.' (22)

On the 25th March 1971 this committee sat to deliberate on the operations viewed at the container berth on the 23rd March. The implications of a third shift were discussed but at the request of the

union side the discussion were not developed. The matter was referred back to the full Local Joint Modernisation Committee.

On the 26th May 1971, employers and the LMC met to clarify issues clouding the possibilities of introducing a third shift. Although management sought 24 hour coverage by three 8 hours shifts, the union side refused this on the point that the 'Blue Book' Productivity Agreement originally gave a requirement for only 7 hours on the evening shift which should also be the span of the night shift. They therefore stated an intention of proposing a pattern of 0800-1600, 1600-2300, 2300-0600 to the membership on 27th May 1971. It was finally accepted by the men albeit somewhat reluctantly at first.

Solent Container Services (SCS) put forward a License Application, hoping to establish a Terminal Team concept, and proper employer-employee relationship (see Footnote). It failed because of internal opposition, and the TGWU agreed to give 'appropriate' operational conditions to the BTDB. No mention was made of 4 shifts at this time. SCS in fact went along with the existing system, and it was only when this was proved to be inadequate that 4 shifts were suggested. The 4 shift system was in fact suggested by the union side and accepted by SCS in spite of its cost, because it would effectively have created a Terminal Team. It was then rejected at a Mass Meeting.

Footnote: Solent Container Services Limited was a wholly owned subsidiary of Overseas Container Lines, and was established in 1970. SCS were responsible for the terminal operations at 204/205 berths, of which the Far East Trio Line was its major customer.

4.13 Weekend Working

Management indicated their intention of a weekend roster at the container berth on 22nd October 1970 (one month prior to the implementation of the Blue Book). The union side answered stating that when there were sufficient trained van carrier drivers, the roster used should be the general roster. The view was expressed that with training it might be possible, say, in a month, to have sufficient van carrier drivers to put them on the main roster. It was agreed that for the first month of the 'Blue Book' Agreement a separate roster of van carrier drivers should be kept.

With weekend working came two problem areas - mobility and flexibility. The productivity agreement was clear that there were no such allowances on weekends. The shop stewards felt their task was hard enough to persuade their membership to accept a third shift without adding to the problem by trying to change the working methods on Saturday and Sunday.

Management answered by contending that for proper working of the container berth flexibility and mobility were necessary, and that the night shift men were being booked for a full seven turns and should be prepared to be flexible. In this instance, where a group were engaged for the night shift for the week there was no danger of other men being frozen out of weekend work, and management duly sought flexibility only on weekend night shifts.

The union side refused to capitulate and management accepted no flexibility at weekends provided that it was agreed that men who worked during the weekend would be detailed to their tasks at the start

of each shift in accordance with the employers requirements. Where men were split up and detailed to different jobs, the number sent to each job would be in accordance with the manning for the task. The job having been completed, the men concerned would have been deemed to have completed their task for that weekend shift. Weekend working arrangements for the day and evening shift (excluding Saturday morning, which was 8 a.m.- 1 p.m., with facility to work to 5 p.m. under special conditions) would be operated as was at the present time, i.e. men called for when required.

4.14 The Growth and Scope of Containerisation

The first container ships to use Southampton were converted coasters and consequently the development of containerisation started in a modest way. On October 28th, 1968 the Belgian Lines (later Dart Line) "Teniers", with 30 containers, was the first vessel to use the container berth, while Dart Container Line began service to Southampton with the ex-Belgian Line "Brughel" on 16th June 1969. By July 28th the same year the "Jorg Kruger" made a start for Dart Container Lines Canadian Services by shipping 47 containers, but the "Atlantic Causeway" was the first large cellular container ship to sail from Southampton, and did so on 4th December 1969. About a fortnight later Seatrain commenced container operations with the "Transoregon". With an extension of two more container berths, Trio Lines began their Far East service with the arrival of the "Kamakura Maru" on 29th January 1972. Trio were later to be competing for Far East trade when A.C.E. group's "Oriental Exporter" began service, but later withdrew operations during

December 1978. June 1976 saw a resumption of Seatrain with a call of their "Eurofreighter" and a direct Canadian Service with ACL started on 24th May 1978 with the "Mount Royal" while a month earlier SAECs vessel "City of Durban" began container trade with South Africa. On the 12th September of the same year, the "Helen" arrived at Southampton on her maiden voyage on ABC's Australia route.

The vital and meteoric role containerisation played in Southampton Docks can be readily observed by analysing the Port of Southampton tonnage figures. In 1973 the total tonnage of the port was 29,075,000 tonnes, of which the vast majority was fuel being handled at the giant Esso Oil Refinery at Fawley, opposite Southampton Docks, which accounted for 25,451,000 tonnes. Of the remaining goods of 3,624,000 tonnes, 75.8% (2,750,000 tonnes) was dealt with at the container berths. During 1975 the port handled (excluding fuel) 2,977,000 tonnes of which the container berths contribution had slightly dropped to 2,207,000 tonnes - 74.1%, but this was recouped in 1976 and still further in 1977 for the port handled in that year some 3,497,000 tonnes, of which container berth involvement accrued for some 83.5% (2,920,000 tonnes), equating to about 40% of the total port revenue, i.e. including fuel. (See tables overleaf).

THOUSAND TONNES OF GOODS HANDLED AT SOUTHAMPTON

	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
1. TOTAL	29,075	27,506	24,470	26,553	23,742
2. FUELS	25,451	23,815	21,494	23,032	20,245
3. OTHERS	3,624	3,690	2,977	3,521	3,497
4. CONTAINERS/RoRo	2,750	2,853	2,207	2,786	2,920
% of 4 of 3	<u>75.8%</u>	<u>77.3%</u>	<u>74.1%</u>	<u>79.1%</u>	<u>83.5%</u>

Source: National Ports Council Annual Statistics
Digest 1978 - Tables 3 and 38

Table showing the decline in passenger traffic and growing importance of containerisation at Southampton Docks.

Number of passengers in and out of Southampton* 1952 - 1961

<u>YEAR</u>	<u>NO. OF PASSENGERS IN AND OUT</u>
1952	621,275
1953	661,696
1954	655,559
1955	689,022
1956	626,856
1957	639,814
1958	603,272
1959	606,220
1960	568,631
1961	489,299

* Includes passengers to and from the Channel Islands, up until 1961 when the service ceased in Southampton and was transferred to Weymouth.

Number of containers (t.e.u.'s) handled at 204/205 and 204/205/206 Berths, Southampton, 1968 - 1982

<u>YEAR</u>	<u>NO. OF CONTAINER UNITS</u>
1968	948
1969	7,752
1970	42,402
1971	57,591
1972	116,184
1973	229,193
1974	235,055
1975	199,097
1976	253,490
1977	266,277
1978	277,423
1979	334,529
1980	364,917
1981	136,481
1982	274,851
TOTAL	<u>2,796,190</u>

(Source: ABP records Dock House, Southampton, and Solent Container Services).

4.15 Conclusions

The Devlin programme was introduced at Southampton without a major dispute, although there was an overtime ban and a refusal to increase the temporary register in April and May 1970. While other ports had a high level of localised conflict during negotiations, the terms of the Southampton productivity agreement were seen by some as the 'key to success' and hailed as the success story of Devlin. The Devlin Report did not specify any particular Phase II agreement for any particular port; the responsibility of the post-Devlin schemes rested, as the report said it should, with the employers and unions in each port. The success of the Devlin programme at Southampton was dependent upon a number of reasons.

Firstly, the paradox of the Devlin Report was that it was greeted as a realistic yet harsh exposure of both sides of the dock industry, although it was welcomed by some of those most strongly criticised in it. Perhaps the most unusual feature of the Devlin report was that it required a readiness on the part of the Government to force a solution on the parties should they not agree amongst themselves. Therefore, both sides were not only encouraged but induced to come to terms with modernisation.

Secondly, the fact that Southampton dockers had only one employer to negotiate with during the Devlin programme, played a vital role in their attitudes towards the issues surrounding modernisation. However, the trade union structure was not as broad as the J.C.C.'s that were set up in the

Fawley experience, although a 'working party' of foremen and dockers was established in 1968. The joint working party, because of their detailed knowledge of local working arrangements, established a management consultant type of role.

Thirdly, because of the reduction in the labour intensive passenger traffic, there grew a readiness by both management and unions for talks to succeed. The realisation for the commercial success of the port undermined attempts by political groups to get the TGWU to challenge the employers power or policies. The political activists were overwhelmed by the non-political groups' involvement in the complexities of productivity bargaining.

Finally, the realisation of the inevitability of containerisation by the dockers, together with the long and cherished objective of achieving decasualisation, formed a frame of mind which was receptive to an integrative bargaining style, without which a productivity package could not have occurred. By tradition, docker shop stewards were bargainers (your gain is my loss), but the opportunity to take part in complex negotiations, which brought prestige to the port, was eagerly seized upon. In short, the shop stewards were prepared to experiment in a new form of bargaining.

By adopting productivity bargaining as a tool, three major achievements were established. Firstly, the prime task of the Devlin programme was achieved with the co-operation of the dock worker, in moving through the staggeringly rapid changes of his industry. The changes required to cope with containerisation could not have been gained under

a traditional pressure bargaining scenario. In an insecure and volatile industry, such as the docks, the necessary changes involved in modernisation could not have occurred without mutual trust and pluralist participation. Therefore, it could be suggested, productivity bargaining related to a situation in which specific changes in working practices were agreed in return for directly related improvements in pay and conditions. The second achievement was initially to increase the level of security of the docker. Although the industry's average earnings were greater than the national average after the Second World War, the very nature of casual employment and big weekly fluctuations in pay tied the dockers status to the lowest expectations. It could be argued, however, that 'security' formed part of the quid-pro-quo. Nevertheless, the cessation of the insecurities, synonymous with the casual system and the acceptance of modernised methods (and the reduced manpower needs advocated by McKinsey & Co.) must be held as a major success. The third achievement came from the Devlin Committee's insistence of the need for both employers and unions to be restructured. The number of employers was reduced from about 1500 undertakings in 1965 to approximately 450 after the implementation of the Blue Book. On the other hand, although not affecting Southampton, the TGWU absorbed the lightermen and Scottish TGWU in mergers, reducing the number of waterfront unions from five to three. This meant, in the case of Southampton, that one employer jointly negotiated with one trade union, and must have been a principal factor in the success of the Southampton experience.

Furthermore, in view of the success demonstrated by the Blue Book Agreement, the significance of productivity bargaining is threefold. Firstly, compared with the traditional pay-work bargain of long-standing in the docks, productivity bargaining successfully focussed the pay-productivity link within the port industry. Secondly, the new orthodoxy opened up the productivity potential within the dock industry. By jointly widening the parameters of the bargaining process both sides were able to overcome the problems of a modernised work environment and related wage payment system. The third point of significance is that in this instance, productivity bargaining was able to improve the climate of negotiation between management and unions which was reflected in the successful manner in which containerisation was introduced at Southampton. The attraction presented by productivity bargaining in the case of the unions, lay in the range and depth of their coverage rather than in the conception of productivity bargaining as such.

It is noteworthy to restate that the wider implications of containerisation and productivity bargaining were not fully grasped by the union side during negotiations. The only alternative approach to modernisation was propounded by the IS, who it could be suggested, had a greater awareness of the consequences of the radical changes brought about by unitisation. However, their views were not seriously considered, therefore indicating a lack of understanding by the negotiating committee.

CHAPTER 5

THE EXTENSION OF MODERNISATION
THE SOUTH AFRICAN CONTAINER TRADE
NEGOTIATIONS 1976-78

5.1 Introduction

The introduction of modernisation at Southampton through Devlin's recommendations in 1970 was claimed to be the 'success story'. The negotiations were conducted within the 'integrated/problem solving' approach, bringing radical improved changes to dock workers conditions. In principle, the change of the South African trade from break-bulk methods to containerisation, it could be argued, held similarities to the original 1970 Blue Book. It meant the transfer of labour from conventional cargo berths (101/104 berths) to a newly reclaimed container berth (206 berth). Furthermore, it again raised the central issue of how to reconcile a conservative and volatile workforce to the technical advances necessary for the economic running of a port.

It is the aim of this chapter to examine management's approach to the South African trade talks and the union's response to it, and attempt to establish the similarities or dissimilarities between the Devlin modernisation negotiations and the negotiations that extended the programme of modernisation.

5.2 Expansion after Decasualisation

The facility for containerisation at Southampton Docks took place at the newly reclaimed area designated as 201/202 and 204/205 berths. The BTDB controlled 201/202 berths and operated a common user berth, catering for trade to the United States; while 204/205

berths are operated by Solent Container Services (SCS) who are,

'the terminal operating company in the U.K. for the Far East container services operated by TRIO (an international consortium of German, Japanese and British Shipping lines: hence TRIO) SCS was formed in 1970 by Overseas Containers Limited - the British partners in Trio - to handle all the consortium's container traffic in and out of the Port of Southampton.' (1)

It will be with these berths (204/205/206) that this chapter will be mainly devoted to as the expansion of containerisation deeply involved SCS.

The Far East trade commenced at 204/205 berths on 29th January 1972 with the arrival of the 'Kamakura Maru', which was part of a fleet of 19 ships servicing the Far East trade. The Port of Southampton Productivity Agreement between the Southampton Port Employers Association and the Transport and General Workers Union, 1970, agreed 'that the Container Berths and Ferry Terminals require special arrangements so far as working hours are concerned, and it will be necessary to negotiate special agreements to cover 24 hour working on these berths should such cover be necessary' (Page 7).

Furthermore,

'It is agreed that the eventual object should be the division of the dock into zones, each zone being self-contained and having a labour force attached to it The wages structure has been designed to provide the highest form of security by giving the workpeople a fixed weekly wage. This is a great change from the previous piecework system, and it is agreed

that productivity does not decrease because of the changed pay structure, but that every effort will be made to improve productivity so that trade is not lost to the Port but will, instead, be attracted to bring ships to Southampton.' (Pages 7 & 8).

Terms and conditions for the Far East container trade were covered by an agreement between the Southampton Port Employers Association and Transport and General Workers Union for the employment of registered dock workers on Solent Container Services' managed Berths 204/205. An underlying principle of the agreement was the regular weekly employment of a fixed number of men to undertake all operations, albeit on a rostered basis.

5.3 Hours of Work at 204/205 Berths

Cover was given for a three shift system for seven days a week, including statutory and proclaimed holidays with an exception that no work will be performed between the hours of noon or 1 p.m. (dependant on whether or not a ship was to be worked) and 4 p.m. on each Saturday.

The three shifts were:

Day Shift	-	8 a.m.- 4 p.m.
Evening Shift	-	4 p.m.- 11 p.m.
Night Shift	-	11 p.m.- 6 a.m.

This provides cover of 22 hours per day.

5.4 Manning at 204/205 Berths (Far East Trade)

The following table shows the numbers of men employed on each shift and each operation :-



	<u>Day Shift</u> <u>8am-4pm</u>	<u>Evening Shift</u> <u>4pm-11pm</u>	<u>Night Shift</u> <u>11pm-6am</u>
Van Carrier Drivers	30	30	30
IMV Drivers	10	10	10
Tugmaster Drivers	3	3	3
Forklift Truck Drivers	2	2	2
Shipmen	24	24	24
Ship/Land Men	4	4	4
Landmen	8	6	6
Twistlock Men	2	2	2
First Aid Man	1	1	1
Gear Man	1	1	1
	<u>85</u>	<u>83</u>	<u>83</u>

(The procedure for settling disputes was the same as laid down in Section 6, Clause 3 of the Port Agreement).

It was during the Far East trade agreement that estimates relative to the Japanese trade were seen that:

'- the main growth area is however unitisable cargo, which is expected to increase by about 11% per annum over the period of 1975-1985. Nearly half of general cargo is unitisable, and here unitised penetration is already very high Unitised traffic on the Japanese route built up rapidly from the commencement of container operations in 1972 and unitised traffic is forecast to increase significantly over the next decade in line with the projections for unitisable general cargo.' (2)

In actuality, the container trade proved to be a lucrative one, although it was not readily recognised as such by shop stewards. By the start of negotiations for the extension of 206 Berth

to facilitate the South African trade they had become aware of the importance of the extension of containerisation so as to strengthen their bargaining position and duly responded. Even so, it is vital to understand the pressures and consequences of extending a technology that was decimating the size of the national requirement for dock labour. In 1965 there were 65,158 registered dock workers on the national employment register. By 1975 this figure had dropped to 33,368 under post-Devlin reforms.

5.5 The Conventional Cargo Cape Trade

Before containerisation, the UK/South African trade was shared between Southampton, London and Liverpool Docks. Southampton handled somewhere in the region of 43% of all South African cargo, of which a vast proportion was of the fruit trade. The trade was serviced by nine Union-Castle passenger carrying conventional cargo ships that held between 6,500 - 7,000 tons of cargo.

The berths used were 102/104 berths, which permanently had two ships alongside except at the weekend when the outward ship sailed. The inward bound ship arrived at 102 berth at 0600 hours Monday and would commence discharge; meanwhile the previous discharged ship had fleeted from 102 to 104 berth on the preceding Friday and commenced loading on Sunday. She would sail the following Friday at 1300 from 104 berth. In essence, the ships always spent some 11½ days to discharge and load at Southampton on their 7 week round trip.

The technique of handling cargo had undergone some change over the years for by the end of the conventional cargo trade all cargo had to be palletised requiring the use of fork trucks as opposed to manhandling and trucking. In broad terms the Cape trade was labour intensive demanding a substantial labour force, which was employed on two shifts, 8 a.m.- 5 p.m. and 5 p.m. - midnight.

5.6 Manning of Cape Mail Berths 102/104

With a two shift system in operation at these berths a total of approximately 740 men were employed daily although the requirement fluctuated to varying needs, i.e. the commodity, the stowage of goods and the progression of the work at a particular hatch. Consequently, if the seven hatches contained different cargo, the manpower requirement would differ in relation to their contents; and because of the piecework system, quayside mechanical equipment and drivers would be raised due to increases in the run to the sheds where cargo was laid out by pro-rata gangs.

There were three separate functions:- quayside, shipside and shed, whose manning requirements were determined by the task of loading or discharging. (For manpower requirements and piecework commodity rates, see Appendix 2).

When manning requirements were not at a maximum, men were absorbed by other traffic using the port. Some shop stewards were aware of this and did not perceive the containerisation of the South African trade as a threat upon the local number of dock workers because of the need of a 3 shift

system at the container berths. Although manpower requirements would be vastly less to service the South African container traffic, after taking account of the third shift, it was felt that any surplus labour could be utilised by additional trade using the port.

The issue shop stewards were fearful of was the effect to the national register with extensions of modernisation. Some 740 men were employed on approximately 43% of the conventional Cape mail traffic. With containerisation, Southampton was to handle 95% of the SAEC's cargo. The obvious fear was its effect to the size of the national register, as what would be Southampton's gain would be other port's loss.

5.7 The South African Container Trade Negotiations

Negotiations for the South African container trade started with two polar realisations by Management and dock workers:-

- 1 : Dock workers were mindful of the impact of containerisation upon the level of manpower on a trade that was labour intensive. By readily accepting modernisation during the late 1960's and early 1970's, Southampton Dockers maintained the size of the local register by transferring work from the decreasing passenger trade to an increasing container trade; but they viewed further extensions of modernisations of existing conventional cargo at their port with trepidation. They estimated that the containerisation of the Far East trade had reduced the size of the national register by 13,000 men.

2 : Management, no doubt, were well aware of the importance of extending modernisation as forecasts pointed to an increased use of containers.

'Unitisable general cargo accounts for nearly 70% of general cargo. Unitisable imports are dominated by trade in fruit, with machinery and transport equipment the major export commodity. Trade in unitisable general cargo is forecast to increase above the depressed levels of 1975, with faster growth in exports than imports, especially during the 1980's In view of the scale of unitised services which will be introduced by 1979, it seems probable that virtually all G.B./S.African unitised trade, the largest part on Lo/Lo vessels, (container ships) will be moved directly between the two countries.' (3)

Furthermore:-

'Non-fuel traffic of the ports of Great Britain will be 38 million net tonnes higher in 1980 compared with 1975 and will expand by a further 26 million net tonnes in the following five years to 1985 growth is expected in unitised traffic which currently accounts for about 25 per cent of the total non-fuel traffic but should, by 1985, have increased its share to over 30 per cent The expansion in unitised traffic will take place relatively faster on deep sea routes because of the greater scope remaining there for further conversion to unitised handling.' (4)

Table I shows the anticipated growth of deep sea foreign container routes.

TABLE I

UNITISED TRAFFIC FORECAST SUMMARY

	1971			1975			1980			1985						
	mn tonnes	Ro/Ro	Total %	mn tonnes	Ro/Ro	Total %	mn tonnes	Ro/Ro	Total %	mn tonnes	Ro/Ro	Total %				
Short & Near Sea	*	10.1	*	*	18.8	*	20.5	7.0	27.5	75	26.7	8.2	34.9	77		
Deep Sea	*	2.9	*	*	4.6	*	1.4	8.5	9.9	14	1.9	11.2	13.1	15		
Total Foreign	5.8	7.2	13.0	45	13.6	9.8	23.4	56	21.9	15.4	37.3	59	28.6	19.4	48.0	60
Domestic	1.2	2.2	3.4	35	2.4	1.5	3.9	62	3.7	1.2	4.9	76	4.8	1.2	6.0	80
Total Foreign & Domestic	7.0	9.4	16.4	43	16.0	11.3	27.3	59	25.7	16.5	14.2	61	33.5	20.5	54.0	62

SOURCE: NATIONAL PORTS COUNCIL BULLETIN 1977 - TABLE 2

Allan Flanders defined industrial relations as - 'a study of the institutions of job regulation' (5), and probably the most central and cherished facet of industrial relations from a trade union view-point is that of 'collective bargaining'. Indeed, the Donovan Commission endorsed this as it stated 'that collective bargaining is the best method of conducting industrial relations.' Consequently, each year Management and unions perform the almost ritualistic task of the annual pay talks and improvement of terms and conditions, as was the case when the Local Modernisation Committee (LMC) of the TGWU representing dock workers at Southampton Docks did in the 1977 annual pay round.

Apart from a claim of £10 per week on basic rates and an allowance for drivers of mechanical appliances, further wide and various claims were tabled regarding the port agreement. Whilst claims concerning the container berths were as shown:-

Claims for 201/2 Berth

	<u>8-4</u>	<u>4-11</u>	<u>11-6</u>
Van Carrier	26	26	26
Tug Drivers	8	8	8
Ship Lashers	24	24	24
Fork Truck	2	2	2
Tailboard Twistlock	4	4	2
Gearman	1	1	1
Shipland	4	4	4
Cut & Lash	8	6	-
First Aid	1	1	1
	<u>78</u>	<u>76</u>	<u>68</u>

Other Points :

- 1) Saturdays all work to cease at noon.
- 2) All men on 8-4 to be on 6 day guarantee.
- 3) All men on the 4-11 to be on 7 night guarantee.
- 4) All cargo worked on Saturday should be on cargo rate.

- Page 3 : 9 must start right away.
Page 4 : Joint consultation.
Page 5 : Needs checking.
Page 7 : 8 men to draw for their crane at the
start of a shift or 12 men to draw
for two cranes.
That 'Feeder Vessels' will be manned
by 8 men.
Page 8 : 8 men on 8-4. 4 men on the 4-11.
Page 11 : Remove note.
Page 12 : Cut & Lash to be part of the terminal
team.
Page 15 : Minimum of 5 drivers.

A.C.L. Car drivers and lashers to be 8-4, 4-11.
All car jobs working on the Linkspan to be 8-4,
4-11.

Claims for 204/5 Berths

- 1) Saturday morning work to cease at noon.
- 2) All men on the 8-4 shift to be on 6 day guarantee.
- 3) All men on the 4-11 to be on 7 night guarantee.
- 4) All cargo worked on Saturday to be at cargo
rate.

- Page 4 : Joint consultation.
Page 5 : IMV 12 men (6 machines).
Page 9 : Also con-lock manning.
Pages 10 & 20 : Feeder vessels by arrangements.
Page 11 : Dividing land-ship men.
Page 12 : Not cut & lash gangs gear.
Pages 13 & 23 : Cut & Lash to be part of terminal
team.

A further claim was placed for a personnel issue
of ear muffs for all van drivers. (see Footnote)

Footnote: The comprehensive list of 'demands' tabled by the
shop stewards committee, clearly demonstrates a negotiating
situation under the distributive/pressure bargaining method.

At a meeting with the LMC on 7th January 1977, the Southampton Port Employers Association commented that there were four matters which the employers wished to discuss:

- (a) The Port Agreement 1977
- (b) The Container Berth Agreement for 201/2 Berths
- (c) The Container Berth Agreement for 204/5 Berths
- (d) The future of the Cape Mail trade

In detail:-

Port Agreement 1977

Management stated that the maximum permissible was that allowable under the 'present pay code', and was accepted by London, Hull and Bristol.

Container Berth Agreement 201/2

Management maintained their position not to increase manning on these berths as they were losing money because traffic handled was less than in 1976.

Container Berth Agreement 204/5

In reply to the dockers claim for a seven shift guarantee on the day and evening shifts to come in line with the already implemented seven night shift guarantee, management claimed it to be in violation of the Social Contract, but felt there was further scope for discussion on working methods to link 204, 205 and 206 berths which would have to be done before September/October 1977.

Union Castle Cape Mail Service

Management felt it appropriate that talks should commence on the future of the Cape Mail conventional service and offered an increase in sick pay to £29 per week in exchange for the ability to use the 5 p.m.- midnight shift men wherever they may

be required. Furthermore, with poor trade estimates management pointed out that of the 170 men required for the Cape Mail evening shift, only 100/110 would probably be sufficient; and sought to use the evening shift men by servicing South American ships and Banana ships and any further extensions of port users.

The workpeople expected more than was on offer and did not expect to make changes in 1977; meaning they would not accept any more ships than those using the port at that time.

So far as claims for changing the 204/205 berth agreement were concerned, management stated they could be divided into three camps:-

- (a) Some the employers would reject,
- (b) Others the employers may concede,
- (c) Others which might be conceded in the long term, i.e. as part of a 204/5/6 berths agreement.

The question of manning changes was largely tied up with agreements covering the three berths, when by 1978/79 there would be 28 container ships on a regular run, and the principle to be discussed was, by 1979, to employ all men for all the time.

Management confirmed there were two issues:-

- (a) The pay deal for 1977, under the Social Contract;
- (b) The changes which would take place from October following the commencement of the Cape container service which would lead to changes which would have to be negotiated.

The union's position was that if changes were to be implemented by September, negotiations on work practices should have money values placed

on them otherwise the workpeople would not accept any new trade. They commented that there should be two agreements negotiated at once:-

- (a) the pay deal under the Social Contract;
- (b) different working methods with a money value.

Management reiterated that the pay deal should be finalised first and start talks on changes in October (see Footnote). The unions threatened to reject any extra trade, and that van carrier drivers would not be prepared to drive, therefore emphasising the union awareness of the important function carried out by them. On this issue, Management pointed out that when the container berths were first established it was they (management) who proposed a differential for van carrier drivers which had been rejected by the union side. The shop stewards called a mass meeting on 12th January 1977 with Southampton dockers who voted to implement a period of non co-operation.

The question of manning levels became abundantly clear when the two sides met on 31st January 1977 and management expressed the wish to:

'talk about the change in the operation of the South African trade and the possible repercussions on manpower, particularly regarding supplementary workers it was probable that the full supplementary register could not be employed after the South African trade had become containerised.' (6)

Footnote: This would suggest that at the outset of the talks, management sought to keep pay and increased productivity emanating from further containerisation as separate issues. This is a contradiction to the Devlin programme which linked pay and productivity.

Management saw two fundamental points arising:-

- (a) the number of men the port required;
- (b) the policy on make up.

Management expressed a view that service to Union Castle ships had to be maintained, but from October 1977, 600 men would become available. A discussion paper was issued of estimates on future labour requirements.

Present strength

Main register	1654	
Supplementary register	333	
	<hr/>	
	1987	(Fig. (a))

Total required

Regular employment	1122	
Intermittent employment	470	
	<hr/>	
	1592	(Fig. (b))

This figure (Fig. (b)) equated closely to the main register (Fig. (a)) with no room for expansion and a figure of 1750 men was suggested to be employed on the main register by the end of 1978. It was possible to make up 100 supplementaries to the main register; with estimates of 56 men leaving service during 1978, which would mean a total make up of 150, leaving a balance of 180/200 for whom management could not see employment prospects.

The first firm negotiations regarding manning took place on 3rd March 1977 when management stated that:-

' what was being sought for 204/5 and 6 berths was -

- (a) an efficient and reliable service;
- (b) such service to be at reasonable cost.

For this to be achieved it would be necessary to:-

- (i) Operate 204/5 and 6 berths as a complete complex (this principle became a major issue);
- (ii) have an acceptable degree of flexibility of working;
- (iii) all dock workers to be employed on regular shifts;
- (iv) have reasonable manning scales' (7)

It was item (i) above that proved to be a matter of serious contention, as the union side sought in negotiations to keep the manning for 206 berth totally divorced from the existing manning of 204/205 berths, while management aimed to consolidate manning requirements for 204/205/206, and to service an efficient operation by the implementation of item (ii), namely flexibility.

Mannings would depend upon:-

- throughput
- ratio of men to machines
- amount of machinery available

Throughput was estimated to be as follows :-

- 1977 - 2460 containers in the final three months
- 1978 - 50,634 but only 16,000 for the first 5 months
- 1979 - 63,000 containers

Therefore the full 63,000 containers for 1979 amounted to 42% of container volume, then of 150,000 units. Management put forward proposals for separate stages for the implementation of mannings based upon throughput, and should be as follows:-

First - 1st October 1977
Second - 1st January 1978
Third - 1st June 1978
Last - 1st January 1979

The union side were fearful of the fact that if 90% of the South African trade was containerised, the result would mean 550 jobs less in the port; consequently the workpeople expected a considerable increase in their basic wage. Although not precisely stated by the union side, this would suggest that such criteria would form the basis of a further productivity package. In addition, the trade union maintained that the question of manning should be negotiated separately and integrated after negotiation on the understanding that all men would have to be brought in if a ship was working at any one berth.

The view held by the union was that 206 berth should be manned separately on a pro-rata basis of the existing 204/5 berth agreement. The union's suggestion for manning for 206 berth was:-

Van Drivers	26 per shift
Tugmaster Drivers	3
IMV	10
Fork trucks	2
Ship/lashers	16
Twistlocks	2
Hatchwaymen	3
Sopers Checkers	3 (for 2 cranes)
Cut & Lash	8
Gearman	1
First Aid man	1 (11-6 shift only)
Landmen	8

The industrial relations situation at the port had deteriorated drastically since the dock workers had imposed a policy of non co-operation in January 1977 over the Government pay policy, so much so that on 9th March 1977 management called a meeting

with the LMC to discuss '..... the situation, which had arisen through the workpeople's refusal to accept the employers offer made in accordance with the pay code. This had resulted in a policy of non co-operation by the workpeople.....' (8)

The extent of the non co-operation in handling containers involved:

- starting shifts late and finishing early
- stopping for about two hours each Friday for men to collect wages and get their weekend orders
- returning machinery to the engineers with spurious faults
- prolonging the mid-shift changeover by van carrier drivers
- frequent requests for the stack area to be gritted.

Other tactics used included moves to obliterate terminal line markings and refusing to use machinery on safety grounds. Also there was no handling of freight on Saturday mornings at the container and ferry berths and no dispensations regarding the 5 p.m.- 9 p.m. shift.

Management pointed out that negotiations had started on claims for the container berth, of which some were accepted, but talks had broken down over the issue of guaranteed overtime for certain weekend shifts, which was in contravention of the Pay Code. Conversely, the trade union claimed that the dock workers were seeking £10 per week on their basic wage when the South African container trade commenced, and concluded by maintaining the 'status quo' until 31st July 1977.

The first formal proposals regarding manning were made by management on 31st March 1977. The employers estimated an increase in traffic of 42% due to

the expansion at the container berth and put forward the following figures:-

Manning Requirement Each Shift

	<u>Proposed Manning 204/5/6 Berths</u>	<u>Proposed Additional Manning 206 Berth</u>
Van Carrier Drivers	44	14
IMV Drivers	14	4
Tug Drivers	4	1
FLT Drivers	3	1
Shipmen	40	16
Ship/Land men	6	2
Landmen	12-8-8	4-2-2
Twistlock men	3	1
First Aid man	1-1-2	0-0-1
Gear man	1	0
	<hr/>	<hr/>
	128 (days), 124 (evenings), 125 (nights)	43 (days), 41 (evenings), 42 (nights)
	<hr/>	<hr/>
TOTAL	377	127 = 49% increase
	<hr/> <hr/>	<hr/> <hr/>

Management at this meeting sought to utilise 204/205 berths and introduce two Mediterranean/South Africa Container Service ships from 6th July 1977, making in the intial period, some 450 moves each call. The union side took the proposal away for consideration but at the next meeting on 12th April 1977 they indicated that not only would they not handle these ships on 204/5 berths but they would not be prepared to service the South African container trade until a settlement was reached on the review of wages and conditions. The union side would go so far as to wait until August 1977 when Phase II of the Pay Policy ended, feeling certain that dockers on a national basis would not accept a Phase III (see Footnote). Conversely, management sought to take the next step in the negotiating

Footnote: This indicates a complete lack of understanding on the part of the union regarding the then current pay policy, as productivity bargaining was exempted from pay restrictions.

machinery, and for conciliation purposes the matters should be reported to the National Joint Council.

By early May negotiations over the Port Agreement of 1977 and the extension of the South African container service became so clouded that the LMC announced they intended to hold another mass meeting of the membership and agree a list of claims which would have to be met before lifting sanctions. At a meeting with management on 4th July 1977, the LMC made a claim taking into account of Phase II payments of a basic payment of £100 per week. It was realised by the union side that they could not achieve this increase without giving something in return and suggested that a working party should be established, comprising of 3 members of each side and having terms of reference and a time limit to a conclusion of agreement.

After consideration the employers rejected the union claim for a basic weekly wage of £100, as the increase represented an increase of 56%. Management maintained that since the rejection of their offer under the Government Pay Policy and with the implementation of a policy of non co-operation, sanctions on overtime and a refusal to allow supplementary workers to be recruited, vital traffic had been lost. The employers were, however, prepared to establish a working party to discuss changes, but added that money values could not be placed on those changes. Furthermore, management pointed out that 'until normal working was resumed as existed up to 1st January 1977, there would be no talks on any new pay agreement.' (9)

The union side later suggested that the Government guidelines gave both sides the right to negotiate productivity or 'self-financing productivity deals'

and asked employers to consider such proposals. But management replied that the guidelines allowed a maximum of 10% overall, and included drift and overtime which meant a net increase of about 6%-7%; they were not prepared to discuss amendments to the Port Agreement to give increased efficiency with money values or a self-financing productivity deal at this stage: (31st August 1977).

The important point here to understand is that the SAEC's negotiations commenced in Phase 2 of the Labour government's Social Contract (1.8.76 to 31.7.77).

Under the Phase 2 pay policy, certain criteria were applied to award increases in pay outside the pay limit. These criteria were explained as such to the SCS computer control room staff as follows, by the Department of Employment.

'What needs to be shown (in achieving above the 'norm' pay increase) is that whatever change has taken place, it has resulted in the individual concerned being required to learn and apply new skills and/or to assume substantial additional responsibilities that are at a higher level than those previously undertaken. We must also be satisfied that these new duties occupy a significant proportion of the individual's normal working time, in essence creating a new substantially more onerous job.' (10)

More significantly:

'The only basis on which increase in pay outside the pay limit can be awarded during the period 1st August 1976 to 31st July 1977, are in circumstances of genuine promotion or in individual cases where it can be substantiated that the work that the individual is employed to do has undergone a clearly identifiable and significant change in nature since the policy was introduced on 11th July 1975 and that the work now performed is both different and more onerous and warrants the payment of a higher rate'. (11)

Clearly the SAEC's negotiations fell into this range, albeit the RDW's made their 'productivity package/self financing' claim after the cessation of Phase 2 of the Social contract (31st July 1977). Nevertheless, a further pay policy was imposed by Government (Phase 3) when on 15th July 1977 the Chancellor of the Exchequer announced measures to reduce inflation and increase employment levels that were embodied in the White Paper 'The Attack on Inflation After 31st July 1977' (Cmnd.6882).

The main points of the paper were:

- 1 - Wages - The general level of settlement should be well within single figures, and there should be strict adherence to a 12 month interval between agreements.
- 2 - Inflation - In the coming 12 months if the rate of increase in earnings was not more than 10% then inflation should fall below 10% well before 1st August 1978 and stay there throughout that year.
- 3 - Sanctions - Settlements made in breach of the 12 months rule would be discounted in calculating a firm's profit margins under the Price Code.

Furthermore, the White Paper made it clear that any pay settlement which was inconsistent with Government guidelines would be taken into account in the consideration of industrial assistance. (12)

However, following the publication of the White Paper, the Engineering Employers Federation issued a 'special advice' paper to its members. The paper pledged the Federation's full support for the Government's counter-inflationary policy but

stated that its success could be jeopardised by the provision in the White Paper by allowing self-financing productivity agreements to be implemented at any time. (13)

The wider constraints of the pay policy when the RDW representatives made their claim of a self-financing productivity package was that:

'This new Stage III policy was to last until the end of July 1978 and aimed for a national earnings increase of no more than 10 per cent during this time. No specific limit was to be put on individual negotiations, but the Government reserved the right to impose sanctions on firms whose settlements appeared inconsistent with the national target.' (14)

However, the drive for increased productivity was maintained in this period as: 'The Government did stress, however, the possibility that larger increases could be obtained by self-financing productivity deals.' (15)

The RDW's claim for a 'self-financing' productivity deal was made during this period on the 31st August 1977, and was subsequently rejected by management.

This would indicate that the Devlin productivity package 1970 was a one time 'buy-out'. The 'productivity' theme suited managerial thinking in the application of containerisation, but chose to ignore the productivity criteria when the expansion of containerisation was applied, even when the criteria fell within the scope of Government pay policy guidelines.

However, on the 9th September 1977, the LMC met employers and reported: '.... that at a mass meeting yesterday it has been agreed to accept from January 1, 1977, the payment offered by the employers in accordance with the Government Phase II guide, and to resume normal working in the port.' (16)

Management proposed to pay a lump sum based on £3.50 per week to all men as from 1st January 1977. The regular weekly payment of 5% (maximum £4) would commence from the following week, but the productivity concept of a daily requirement of approximately 650 men on break-bulk cargo work, to approximately 180 on container handling techniques did not, according to management, apply.

With the 1977 Port Agreement concluded, management were eager to press ahead with the South African container operations, and sought to continue negotiations at an early date. The LMC, on the other hand, sought a differential agreement for men with special mechanical skills, as they were aware of the high levels of mechanisation required at the container complex and saw 'mech aid' drivers as the 'bread and butter' of the operation. It was this issue that caused a worsening of industrial relations at the port.

Negotiations for container berth operations at 204/5/6 berths began on 19th September 1977. The union side maintained the position of refusing to work SA ECS ships on 204/5 berths until agreement had been finalised for 206 berth. Management maintained their previous position to negotiate conditions and manning for 206 berth together with 204/5 (a terminal team concept), while the LMC stated that negotiations for 206 should be isolated. Employers' proposals for manning were based on additional throughput, as opposed to the unions estimates based on a pro-rata basis of an increase from 3 quay cranes to 5.

The proposed additional manning each shift for 206 was:-

	<u>Employers</u>	<u>Workpeople</u>
Van Carriers	14	26
IMV	4	10
Tugmasters	1	3
FLT	1	2
Shipmen	16	24
Ship/Landmen	2	4
Landmen	4-2-2	No Claim
Twistlock men	1	2
Cut & Lash	0-2-0	8-8-8
Gearman	0	1

On 19th September 1977 the Chairman of the dock workers LMC pointed out that: 'There was the added complication of shop stewards elections and, in any case, the matter would eventually have to be referred to a branch and possibly a mass meeting'. (17)

These elections in fact played an important role in the course of negotiations. Unlike almost every other industry, appointment to the shop steward committee in the docks is different in so far as there tends to be a surplus of volunteers for the post (unlike most industries where the representatives are pushed forward to 'have a go') and consequently are elected on their potential or track record. Management and front line supervisors are normally made aware of their imminent elections by the tightening up of practices by individual shop stewards attempting to secure or maintain their position on the committee. The dock worker at grass roots level must have been fearful of the position within the port as they voted out the complete Local Modernisation Committee with the exception of the chairman, and it was up to the newly appointed committee, who met the employers for the first occasion on the 19th October 1977, to continue negotiations.

The newly formed committee re-started negotiations on 19th October 1977, the major issues being:-

1. The 1978 Port Agreement which was under Government pay guidelines - a 10% maximum.
2. The 206 Berth depot.
3. The 'mech-aid' allowance.
4. The manning for 206 Berth (SAECS trade).

Although the 1977 Port Agreement had been settled and as a result the non-co-operation was agreed to be lifted, the fact was matters got increasingly worse: '.... the position was worse than it had been during the period of non co-operation. There were late starts and early finishes and a long delay in change-over from one driver to another'. (18) The full force of the non co-operation was taken by Clerical control staff and maintenance fitters.

The union side, however, changed its position over two vital and contentious issues regarding the constitution of manning at 206 Berth.

1. The unions agreed a 'complete package for 204/5/6' - 'the total added to the manning of 204/5 to make a total manning for 204/5/6 working as one complex'.
2. Regarding manning - the union changed their view from levels agreed on a pro rata basis of 204/5 to one estimated in accordance with the amount of cargo handled.

The dilemma for the union negotiators was that their membership demanded manning for the 206 berth to be based on a two crane operation separately from the 3 crane berths of 204/5, i.e. on a pro rata basis.

One of the new committee told me in an interview that the situation was decidedly grim and in all his experience he had never seen management in such an incensed mood. This suggests a dramatic departure from the problem solving negotiating method which had initially established containerisation. The employers were aware of the urgency to find a settlement to the, by now, major and vital issues, and at a meeting on 9th November, 1977 the employers expressed that they were prepared to examine an extension of the arrangements so that not only would the 11-6 shift be guaranteed work at the weekend, but also the 4-11 shift on the same basis, as well as the 8-4 shift. In exchange, employers would expect:

- (a) the removal of the voluntary aspect of the 4-11 shift so that this became a non-voluntary shift. (Removal of volunteering for this shift was used as a form of industrial action);
- (b) the lifting of work restrictions applied on the 4-11 and 11-6 shifts, so that all shifts do a complete work programme as done on the 8-4 shift.

Management explained that there should be 4 out of the 9 ships in the SAECS service by April or May 1978 and by accepting a composite team for 204/5/6 berths a group of men carrying out all the necessary tasks on those berths could have improved terms and conditions. Here management were suggesting that the container berth manning be isolated from rest of the port.

The trade union strongly opposed the proposal for the container berths to have a separate labour force, because it was their view that all dockers

should have 'fair shares' to overtime and consequently a roster was established. In addition it was a union view that, if the container berths held its own labour force having better conditions than other areas of the dock, it would be difficult to generate solidarity and support should employers seek to change manning levels or conditions in the older areas of the port.

Regarding manning, the union pointed out the fact that by accepting further containerisation they: ' handle 43% of the South African Trade using 750 men, were we now to handle 95% of that trade with less than 100 men?' (19)

Management proposed that if the manning was put in at 1st January 1978 then it should be capable of handling, in total for 204/5/6 berths, 225,000 containers per year. If that figure was exceeded then employers would undertake to analyse the figures and needs and establish how many additional men were to be employed.

On 16th November 1977 the employers made proposals regarding pay, ensuring an examination of the roster system to render a more equitable share of better paid shifts.

Management's pay proposals for 204/5/6 berths were for 7 shift guarantees:-

8-4	£125.40
4-11	£138.77
11-6	£153.79

201/2 Berths

8-4	£ 99.83
4-11	£113.11
11-6	£153.79

But Management wished to make it clear that the above proposals were conditional upon agreement being reached on the manning for 206 berth.

At this point, the union side felt it desirable to consider a productivity deal but employers thought that they could not negotiate productivity arrangements at that stage as the increased manning for 206 berth was not concerned with 'productivity'.

However, the Phase 3 Social Contract pay policy criteria for implementing self-financing productivity deals would support the union side's claim as having the necessary criteria to warrant such a deal. This again endorses management's desire to maintain a distributive arrangement involving the extension of unitisation.

The management's pay proposal was subsequently rejected by the LMC who made counter proposals based on annual pay bill costs. Regarding manning at 206 berth, the union now suggested an increase in manning to 197 as opposed to the employer's suggestion of 138. (See Table II).

TABLE II

	Present Manning 204/5		Emp. Proposed Increase		Emp. Proposed Total 204/5/6		W'People Proposed Increase		W'People Proposed Total 204/5/6		
	8/4	4/11	4/11	11/6	8/4	4/11	4/11	11/6	8/4	4/11	11/6
Van Drivers	30	30	14	14	44	44	20	20	50	50	50
IMV Drivers	10	10	4	6	14	16	8	8	18	18	18
Tug Drivers	3	3	1	1	4	4	2	2	5	5	5
FLT Drivers	2	2	1	1	3	3	2	2	4	4	4
Shipmen	24	24	16	16	40	40	16	16	40	40	40
Ship/Landmen	4	4	2	2	6	6	4	4	8	8	8
Landmen	8	6	4	2	12	8	8	6	16	12	12
Twistock	2	2	1	1	3	3	2	2	4	4	4
First Aid	1	1	0	1	1	2	1	1	2	2	2
Gearman	1	1	1	0	2	1	1	1	2	2	2
	85	83	44	41	129	124	64	62	149	145	145
Cut & Lash	8	6	0	0	8	6	0	0	8	6	0
T & G Checkers	5	5	3	3	8	8	3	3	8	8	8
	98	94	47	44	145	138	67	65	165	159	153
TOTAL		280		138		418		197		477	

The LMC stated that they were prepared to agree to an initial increase of 100 men from 1st January 1978; from June 1978 the increase would be advanced to 140 men; from November 1978 the full increase of 197 would be introduced.

Management countered by claiming that unless the South African Trade could operate by 1st January 1978 there was a clear inference the trade would go elsewhere, possibly North Fleet. Furthermore, the Far East Trade would be lost within two years. In addition, management stated that there could be no pay increase on 1st January 1978 unless agreement was reached on the 206 berth agreement; also there would be no retrospective payment.

At a meeting of 8th December the LMC put forward the pay proposal as follows:-

Basic Pay	£58.00
Supplements	<u>10.00</u>
	£68.00
10% Increase	<u>6.80</u>
	£74.80

For the overtime calculations, the rate to be:-

£58.00
<u>5.80</u>
£63.80

Concern was expressed because of the lower overtime base rates. The union side proposed that as part of a 'package deal' it was their intention to secure a 12 month guarantee of no industrial action so as to return some stability to the port.

On 21st December 1977 the LMC made formal claim for the 1978 Port Agreement:-

- a) The pay deal be negotiated separately from the 206 Container Berth manning.
- b) The workpeople's representatives would not recommend the employer's proposed manning for 206 berth.
- c) There would be a mass meeting on 5th January 1978.
- d) The pay should be agreed within the 10% Government guildelines with the breakdown being:-

Present basic	£58.00
Supplements	10.00
	<hr/>
	£68.00
10% increase	6.80
	<hr/>
	£74.80

Overtime rates should be:-

Present basic	£58.00
Plus 10%	5.80
	<hr/>
	£63.80

- e) There should be a 10% increase in holiday pay, including the special bonus based on 1%.
- f) The sick pay be increased to £29 per week and 10% increase added to that figure.
- g) The employers contribution to the Gratuities Scheme should be increased by 10%.
- h) The seven night guarantee on the 4-11 shift to be extended to all Container Berths.

- i) A six day guarantee on the 8-4 shift to be granted to all Container Berths.
- j) It should be agreed to negotiate self-financing productivity deals, for example, to facilitate quick turn-round of ships. (see Footnote).
- k) That eventually when the 10% had been agreed the amounts to be consolidated into the basic wage.

On 4th January 1978 employers made an offer regarding the extra manning at 206 berth, capable of handling up to 282,000 twenty foot equivalents (TEU's) from any source. Proposed allocation of extra men on 204/5/6 berths was 140 men at commencement of South African operation.

	Shifts 8-4	4-11	11-6
Van Carrier	14	14	14
IMV	4	4	4
Tugmaster	1	1	1
Fork Truck	1	1	1
Shipmen	16	16	16
Ship/Landmen	4	4	4
Landmen	-	2	2
Twistlock men	1	1	1
First Aid	-	-	1
Gearman	1	-	-
Cut & Lash	-	2	-
T & G Checkers	3	3	3
	<u>45</u>	<u>48</u>	<u>47</u>

Footnote: More of this type of productivity package will be examined in Chapter 6.

	<u>160 men as at 1st January 1978</u>		
	<u>Shifts 8-4</u>	<u>4-11</u>	<u>11-6</u>
Van Carrier	18	18	18
IMV	4	6	6
Tugmaster	1	1	1
Fork Truck	1	1	1
Shipmen	16	16	16
Ship/Landmen	4	4	4
Landmen	4	2	2
Twistlock men	1	1	1
First Aid	-	-	1
Gearman	1	-	-
Cut & Lash	-	2	-
T & G Checkers	3	3	3
	<u>53</u>	<u>54</u>	<u>53</u>

In addition, it was expected to employ: 8 extra men (4 on each of two shifts) on movements to the depot. 6 extra men (2 on each of three shifts) to work on refrigerated boxes opening and closing vents.

The trade union replied to these proposals on 9th January 1978 stating:

'that the meeting of the workpeople held on 5th January had:

- a) rejected the pay offer on 10% tied to the proposed manning for 206 berth;
- b) would be prepared to accept the pay for 1978 in accordance with the Government guidelines;
- c) they requested that a better manning for 206 berth be negotiated with the employers'. (20)

The employers put forward an amended proposal regarding allocation as follows:-

<u>Task</u>	<u>8-4</u>	<u>4-11</u>	<u>11-6</u>
Van Carriers	20	20	20
IMV	6	6	6
Tugmaster	2	2	2
Fork Truck	1	1	1
Shipmen	16	16	16
Ship/Landmen	4	4	4
Twistlock men	1	1	-
First Aid	-	-	1
Gearman	1	-	-
Cut & Lash	-	-	-
Landmen	-	-	-
T & G Checkers	3	3	3
	<u>54</u>	<u>53</u>	<u>53</u>

Additional manning:

<u>Task</u>	<u>8-4</u>	<u>4-11</u>	<u>11-6</u>
Vent Man	2	2	2
Depot (206)	4	4	-
Cut & Lash	-	2	-
First Aid	1	-	-
	<u>7</u>	<u>8</u>	<u>2</u>

Total : 17

In making these proposals, management stressed that there were three points to remember:-

- (a) a manning of 160 extra men was tied to a throughput of up to 235,000 containers for the whole of 204/5/6 berths.
- (b) the manning would only be introduced if and when other sections of staff had agreed to work 206 berth.

- (c) the employers would expect full co-operation in the working of the berths at least as good as was in existence prior to 1977 (see Footnote).

At this stage the offer was:-

160 men
6 vent men
2 cut & lash
1 first aider
<hr/>
169

The total difference was less than 10 men of what the union side were seeking.

At a meeting on 12th January 1978, the Local Joint Committee met employers to register a 'Failure to agree' and to seek conciliation by the National Joint Council on the grounds that it was not acceptable that the employers should insist upon an agreement of manning scales on an individual berth in the port as a prerequisite to finalisation of the annual review and negotiations of the Port Agreement in respect to wages and conditions.

A week later, on 19th January 1978, the employers presented a draft principle covering 206 berth manning:-

175 men from inception of service.

Guarantees - 7 evenings and 7 days.

Footnote: This final point raised by management was justifiably causing them concern. Non co-operation had by now been practised for such a length of time which had led to a renewed and revised casual approach to the job.

	<u>8-4</u>	<u>4-11</u>	<u>11-6</u>
Van Carrier	20	20	20
IMV	6	6	6
Tugmaster	2	2	2
Fork Truck	1	1	1
Shipmen	16	16	16
Ship/Landmen	4	4	4
Landmen (inc. Ventmen)	4	4	4
Twistlock	1	1	-
First Aid	-	1	1
Gearman	1	-	-
Cut & Lash	-	2	-
T & G Checkers	3	3	3
	<u>58</u>	<u>60</u>	<u>57</u>

Total : 175

It was calculated that the lowest viable figure for 204/5/6 berths with the increased manning was 239,000 containers per annum. Should that figure be exceeded then management would consult the trade union as to what improvement should be made to the benefit of the men. Management were further prepared to offer sick pay of £30 per week for 18 weeks, but were not prepared to make improvements to the pension scheme until April 1978. The holiday bonus of £22.69 was offered to be increased by £2.26.

On the issue of the 1978 basic pay award, management disagreed over the construction of the formula used by the union side. The union side sought an increase of supplements plus £8.72 while the employers figure was an increase of supplements plus £8.39 - a difference of 33p.

The employers saw the figure as:-

£	
58.00	present basic
6.00	stage I
4.00	stage II
<u>68.00</u>	
+ 8.39	being 10% of the pay bill
<u>£76.39</u>	

Overtime and enhanced payments were to be calculated on a rate of £58.00 per week.

The Local Modernisation Committee viewed with concern recommending the ceiling level of 239,000 containers per annum, as it would not have been easy to explain to their members if, after having agreed to the manning, within a short while a new trade was introduced which resulted in the ceiling being reached that year.

On 9th February 1978 the Chairman of the LMC reported to management that: 'following a ballot, the workpeople could now accept the pay and conditions for 1978 and the manning agreement proposed for 206 berth.' (21) Payments were to be retrospective to 2nd January 1978. (For manning increases for 204/5 and 204/5/6 berths, see Table III). The dockers had achieved some of their major aims but had not secured any additional payment for the 'mech-aid' drivers, whose attitudes hardened, thereby reducing production at the container berths considerably. 'Mech-aid' payments were agreed in 1979, therefore the South African container trade commenced operation in an atmosphere of conflict.

The amended agreement for registered dock workers employed at 204/5/6 berths on SCS operations was established to take effect from 20th May 1978.
The first SAEC's ship, 'City of Durban', called at Southampton on 30th May 1978. However, agreements had to be finalised with non-dockworkers grades. The dockers are similar to Ford workers in the car industry in that they tend to set the 'norm'

for pay, and SAECS trade agreements had still to be settled with cranedrivers, checkers, clerks, foremen, fitters and clerical staff, many of whom watched with a vested interest the outcome of the dock workers settlement.

The series of negotiations deteriorated to such an extent that allegations of political involvement were made in that:-

'Shipowners believe that a Trotskyist cell is behind a spate of unrest in the port involving 13 strikes and 12 other disputes that have disrupted the export drive.' (22)

It was alleged that shop stewards had contacts with outside sources to cross reference detailed proposals, but the allegation that: 'students have been secretly fomenting unrest in the docks' was over-reactionary. The problems facing the individual groups was an industrial one and in that context negotiations broke down and unrest began. The active and organised political group opposition that existed during the Devlin programme was totally absent during the SAECS talks. Therefore, in the absence of political opposition, no 'alternatives' were formulated, as was under the Devlin talks. The bargaining was carried out within an industrial framework, conforming to distributive bargaining principles.

What could not, however, be denied was that since:

'Excessive manning demands were made on the South African trade. A settlement reached in May had failed to produce the promised improvements. The basic problem is that drivers of straddle carriers want more money Southampton has been cut effectively from 22 hours to 17 hours'. (23)

TABLE III

The following table shows the numbers of men employed on each shift and on each operation for 204/205 berths, servicing the Far East Trade and numbers of men employed on each shift for 204/205 and 206 berths - Far East plus South African trade.

	Day Shift 8 am - 4pm		Evening Shift 4 pm - 11 pm		Night Shift 11pm - 6am	
	<u>204/5</u>	<u>204/5/6</u>	<u>204/5</u>	<u>204/5/6</u>	<u>204/5</u>	<u>204/5/6</u>
Van Carrier Drivers	30	50	30	50	30	50
IMV Drivers	10	16	10	16	10	16
Tugmaster Drivers	3	5	3	5	3	5
F.L.T. Drivers	2	3	2	3	2	3
Shipmen	24	40	24	40	24	40
Ship/Land men	4	8	4	8	4	8
Landmen	8	12	6	10	6	10
Twistlock men	2	3	2	3	2	2
First Aid men	1	1	1	2	1	2
Gearman	1	2	1	1	1	1
Cut & Lash		8		8		-
Total:	85	148	83	146	83	137

(compare with table II)

It is important to understand that since the return to 'normal working' of September 1977, there had been a series of stoppages by N.U.R. checkers, Allied Trades maintenance staff, TGWU foremen and N.U.R. cranedrivers. A further 61 days were lost by disputes involving mass meetings.

Stoppages involved NUR checkers on 22nd August 1977, 3rd October 1977 and 25th January 1978. N.U.R. cranedrivers came out on 23rd February 1978, 27th February 1978, 1st and 2nd March 1978 and 28th and 29th March 1978. TGWU dockers came out on 24th October 1977, and also struck for a week in August 1978 over the disciplining of two van carrier drivers. TGWU foremen came out on 10th-12th March 1978. Allied Trades maintenance staff came out from 4th-9th November 1977, 15th-17th February 1978, 3rd April 1978, 11th May 1978 and 2nd-6th August 1978. Further disruption in the port was caused by TGWU dockers on 11th August 1977, 8th and 12th September 1977, 16th and 28th/29th December 1977, 5th and 26th/27th January 1978 and 24th July 1978. Transport Salaried Staff Association members were involved on 16th December 1977, and also NUR checkers on 5th and 13th January 1978 and 8th March 1978.

In reality the question was not: what was the effect of political students but rather what price for modernisation with trade unions? Management negotiated with other groups agreements involving a 'continental weekend' system of working, which guaranteed a commitment to rostered shift work. At that time the dock worker had no such agreement, principally because of their 'fair-shares' roster system. In general terms, all grades of workers in the port were affected not only by arrangements due to the increase in trade, but also by management's

desire to offer terms attracting greater stability at 204/5/6. The largest proportion of disruption was caused by the RDWs in reaching agreement over the extended use of unitisation. However, since the disquiet of bad industrial relations created in 1977/78, the picture quickly improved. The much tarnished reputation of Southampton docks was revived and verified in a survey starting in 1977 (a year of bad industrial relations and performance for Southampton) by Dr. Roy Pearson of Liverpool University, who researched the performance of container lines serving the U.K. He concluded that the turn round time in British ports is significantly greater than in either the continental or United States destinations. There were also very marked variations in the performance of individual lines based on the reliability of a sample of 12 lines: Trio, SAECS, Carol, Euro-Pacific, Johnson Scanstar, ACT(A), ACE, Dart, Sealand, Seatrain, UKWAL and ANZECS (see Table IV).

To the credit of Southampton, better than average regularity, in terms of sailing schedules, was said to be returned by TRIO and SAECS. According to Dr. Pearson, containerisation had changed the attitude of shippers, who, he believed, were more service conscious and less cost conscious. He concluded that shippers are loyal to the conference system as they perceived that it did in fact offer services most likely to fulfil their needs. This would suggest that normality returned very shortly after the 1977/78 unrest.

TABLE IV

Regularity performances of some major deep-sea operators.

<u>Major Deep-Sea Operators</u>	<u>Number of Observations</u>	<u>Punctuality</u> Av. no. of days late per sailing/arrival	<u>Reliability</u> Missed ports of call as % of total no. of expected port calls
<u>SAECS</u>	167	0.61	7.2%
<u>TRIO</u>	1153	0.69	2.2%
EURO-PACIFIC	571	0.69	15.9%
JOHNSON-SCANSTAR	614	0.80	14.0%
CAROL	114	0.98	7.9%
SEATRAN	290	1.66	N/A
DART	78	1.68	2.6%
ACE	236	2.07	16.5%
SEALAND (Minibridge Service)	202	2.54	9.9%
ACT(A)	74	3.39	6.8%
UKWAL	128	4.91	10.1%
ANZECS	71	4.92	8.5%

Source : Containerline Performance and Service Quality.
University of Liverpool Marine Transport Centre.
Quoted by Lloyds List. July 29th, 1980. Page 3.

The reliability and regularity of services vary to a large degree between lines but TRIO line, Southampton's major user, stood out as performing well on both accounts.

5.8 Conclusions

In drawing conclusions about the SAECS negotiations, a useful function is achieved by describing the similarities and dissimilarities between SAECS and the Devlin reforms in an attempt to assess whether a pattern existed when introducing and, subsequently, extending containerisation.

Many observers of the period when productivity bargaining was at its peak (Flanders, McKersie, Towers, Mellish) subscribed to the view that productivity packages were an ongoing method of collective bargaining. This could be achieved, they contended, by 'secondary' productivity deals. To this end, it could be suggested, the South African container extension had strong similarities to the Devlin modernisation programme. Firstly, it involved accepting changes to the workplace brought about by technological progress. Secondly, this led to factors traditionally related to productivity bargaining, i.e. shift work, weekend working, reduction in mannings. Thirdly, similar to the Devlin programme, there existed at the time of the SAECS talks, a series of Government pay policies. The talks spanned the 1977 and 1978 policies, both of which excluded productivity bargaining from the constraints of the pay norm, therefore, it could be argued, strongly encouraging the use of it.

Conversely, the SAECS talks held dissimilarities to the Devlin programme. Firstly, the approach adopted by both sides was a distributive one. The problem-solving style, so effectively used

during the Devlin Modernisation programme, was not adopted for SEACS and no framework of mutual co-operation was entered into. This seems rather surprising, particularly in a period of incomes policy, wage norms and further encouragement for participating in productivity bargaining. It would also suggest a lack of knowledge and understanding regarding pay policy on behalf of the trade unions, which could have been caused by insufficient training. Instead, the union side opened the 1977 pay talks by tabling traditional 'demands' which attracted a response from management to register traditional 'offers'. Both sides kept the South African trade as a separate issue.

Secondly, unlike the Devlin talks (when an arrangement prevailed to attract and accept trade initially and conclude working arrangements secondly) the position at the outset by the dockers regarding the SAECs talks was that they were not prepared to consider accepting additional traffic until agreements had been finalised. However, this tough bargaining attitude was to their detriment and was highlighted when virtually the whole of the LMC was replaced in what could only have been a vote of no confidence.

Thirdly, and most importantly, during the Devlin programme, management totally encouraged the use of productivity bargaining and urged the unions to assist them to tackle the problems in introducing containerisation. This was not the case during the SAECs talks. The union side had tabled on two occasions proposals to enter into 'self-financing productivity deals', which were rejected by management on both occasions. This would suggest that management were of the opinion they were

able to secure more favourable terms by distributive bargaining methods. As a consequence, a cardinal factor in the whole pattern of negotiations (within the context of distributive bargaining) was that management's strategy assumed that the extended use of containerisation did not require the sort of preliminary planning which had occurred in the Devlin programme. Therefore, in the absence of the 'buy-out' orthodoxy, the negotiations focussed on a direct trade-off between manning levels, ex gratia payments (mech-aid allowances) and levels of overtime (7 day guarantees) on the one hand, and increased flexibility (the terminal team concept) and output (terminal throughput) on the other.

In summary form, by adopting a distributive approach in a major set of negotiations involving major technological advances and radical revised working arrangements, both sides became firmly entrenched in a climate of conflict and poor industrial relations. The reason why management maintained a confrontational attitude during the SAECS talks is unclear, particularly when the dockers' bargaining position and industrial power would be increased after securing the South African trade. Therefore one must ask if management would have been wiser to have negotiated the SAECS agreement within an integrative framework, thus enjoying an atmosphere of improved industrial relations, and equally important, maintaining a track-record of respectability. Even more crucial perhaps, were the ensuing detrimental aspects caused, in the main, by the sheer length of the dispute. This led to a renewed form of casualism and irresponsibility re-establishing itself. The habits and practices of the dispute carried over into normal working arrangements and became the status quo. They included late starts and early

finishes, reporting spurious mechanical failures, but most important was the maintenance of welding and spelling, which in itself was a form of casualism from an additudinal point of view. The retrograde effect distributive bargaining had on industrial relations in the port was substantial, and raised the question: how long could it last?

CHAPTER 6

THE DISPUTES OF 1981-82

6.1 Introduction

During 1981 and 1982 a number of serious disputes took place at Southampton Docks which involved the majority of work groups employed at the container complex. The disputes were the worst the port of Southampton had ever experienced, and arose because of bitter inter-group acrimony over comparative earnings potential, and varying terms and conditions. Another key factor was management's desire to alter written agreements under an obligation to cut costs and improve efficiency. This aim was complicated by trade union sectional interest, which ultimately led to a leap-frogging wage situation. The gravity of the situation was such that one local M.P. sought to establish a Royal Commission on the pay structures at Southampton Docks.

It is the aim of this section to analyse the disputes and examine the situations that were responsible for them. The extent to which previous productivity packages laid foundation to these disputes are examined. The worst situations occurred, firstly, between RDW's and dock foremen and secondly, between RDW's and NUR checkers. These disputes are therefore examined in detail.

6.2 Background to the Disputes

Occurrences had taken place prior to the disputes which deserve attention so as to set the mood in the docks in the 1980's.

1 - It should be noted that a national dock strike was narrowly averted in September 1980 when

Liverpool port employers sought agreement:
'.... for 180 men to be made redundant and placed on the temporary unattached register at the end of the month.' (1)

It had been said in private that a national dock strike would receive eager response from RDW's in an attempt to 'take on' the Conservative Government, hoping the outcome would be similar to that of the 1974 miners strike. At local level there were RDW representatives keen to take industrial action for this reason.

- 2 - According to a detailed survey of shippers and carriers published on 29th July 1980 by Dr. Roy Pearson of Liverpool University, there existed 'A remarkably optimistic forecast for world shipping over the next three years, with cargo movements up 12% and demand for tonnage up 13% (2).... Nevertheless, we would not expect there to be a smooth progression over the period, and 1981 in particular may prove to be less buoyant than either 1980 or 1982.' (3) In addition, Dr. Pearson revealed that the turn round time in British ports was significantly greater than in either the Continent or United States.

- 3 - The National Ports Council's final Bulletin No. 16 revealed that efficiency per man was less in U.K. ports than in the Continental ones (4). 'A strategy for slashing labour costs is contained in a new report for British Ports worried by the productivity record of Continental rivals.' (5)

The efficiency comparison of Continental ports was seen as a minor issue by dockers in the

U.K. because of the isolation emanating from an island topography. The impact imminent privatisation was to have was that competition within the U.K. ports structure would be much fiercer.

- 4 - The 1981 edition of the 'Containerisation International Yearbook' showed the growing importance of Southampton from 1978 to 1979. It had moved up the table of the 50 world's ports from 26th to 24th. In the same period London remained 20th in the league while Felixstowe had fallen from 24th to 39th.
- 5 - Denationalisation/privatisation: The State-owned British Transport Docks Board (the largest port business in the country) had weathered the crises of the past better than many of dockland's victims, such as Liverpool, London and Bristol. After 18 years it had emerged as consistently profitable and after having survived changes in trade patterns and coping with containerisation and the subsequent dock-workers reactions to it, the Government announced in March 1980 that the BTDB was up for sale. The vehicle to go private was through the Transport Act 1980. The central theme for privatisation was that it would free the Board from the financial constraints of the public sector borrowing requirements and would allow it to diversify without Parliamentary sanction. Under the 1962 Transport Act which dissolved the British Transport Commission and established the BTDB, the board's scope was restricted. For instance, while a port operator like the Manchester Ship Canal had been able to move

into warehousing and ancillary dockland operations, the BTDB had to survive on port business alone. The single largest benefit of privatisation would be to give the Board freedom to invest without Parliamentary approval. Meanwhile, the inherent problem of the size of the register and manpower remained for: 'The fact is that, privatised or not, the BTDB will never be anything more than 'quite' profitable; unless, that is, any Government is prepared to tackle the true crises in dockland - the overmanning, the prolonged life of obsolete facilities and the anachronistic traditions.' (7) Privatisation was bound to cause union furore and bound to provoke a strong resistance to it. One interviewee stated: 'It may be the inevitable outcome, but we will fight it all the way.' (8)

- 6 - Manning levels: A major feature of a port's performance is its manning levels. 'Overmanning' was emphasised in the NPC's final Bulletin, the reason of which is largely due to the impact of containerisation. The change from conventional trade to unitising the South African trade at Southampton highlights this point. Whereas some 650 men were allocated daily to handle approximately half of U.K. traffic, Southampton handled (in 1982), with containerisation, about 90% of the trade with just 180 men. The consequence was that both London and Liverpool's share disappeared; the outcome being that 1500 jobs were replaced by 180. Under the terms of The National Docks Labour Scheme, voluntary severance had made reductions of manpower too slow for management's needs.

By 1980 the total number of daily surplus dockers at BTDB ports were as many as 285 at Hull, 137 at Grimsby and 151 at Southampton, according to NPC official statistics. In fact, of the 1650 registered dock workers at Southampton, about 200 were surplus on occasions. Prior to the 1981 RDW's wage claim, the topic of manning levels was to be of prime importance.

6.3 Voluntary Severance (RDW's)

The intention of reduced manning was announced by management in September 1980. 'There was a general reduction in trade which Southampton was unable to escape and there was a need for a reduction in the labour force. Job losses were inevitable.' (9) At an LMC meeting with management on 13th October management stated: '.... it was necessary for the Docks Board to seek economies in the areas of (i) manning, (ii) overtime, and (iii) working practices.' (10) Management's proposals were taken away for consideration by the dockers who replied at a meeting on 20th October and considered it:

' harsh for the employers to suggest cuts that they (the workforce) estimated were 3.6 million pounds, and would cost each man forty pounds per week in lost earnings, and if similar cuts were made with other sections the savings in the Port would be over seven million pounds. They considered the proposals were unrealistic in view of the fifty voluntary severances that had been agreed' (11)

Management challenged the union's figures, who in turn emphasised that: 'They (the workforce) would need to be convinced that further savings were really necessary from the dock worker who was the lowest earner in the Operations Department,

as they understood that the savings would come from those people with the high overtime earnings'. (12)

The level of overtime earnings became a cardinal factor in the ensuing disputes. The dockers at this time were working to agreements giving a seven day guarantee, while other grades, i.e. foremen and checkers, could work 'out of turns' or double-days' to supplement their earnings ('out of turn' working was the possibility to work two shifts in one day, hence 'double-days'). Because of the limited number of foremen and checkers, this gave them a greater opportunity to work overtime (the system of out-of-turn working will be covered more fully later).

By November 1980, management pointed out that the Docks Board was continuing to show large surpluses of up to 500 men per day and stated it was necessary again to view the question of voluntary severance. They proposed that an application for 100 severances should be submitted. The union view remained that they opposed it in principle, and referred to the substantial loss of RDW's over the past ten years, and sought figures relating to other grades of staff.

On 8th December 1980, the union side stated that stewards had a mandate that no voluntary severance should be considered until the 1981 wage review had been settled. At this stage both sides were poles apart regarding the sum to be saved through reductions in manning levels. Management contended that total savings equated to roughly £4 per week per man, while the union side's estimate of savings was nearer £25 per week per man.

In addition, at this meeting the union side:

' referred to the Registered Dock Workers claim to undertake other types of dock work, i.e. checking (management) confirmed initial steps had been taken to raise this item with other groups.' (13)
This issue was to play a vital role in shaping attitudes throughout the disputes.

During this meeting the union side submitted the:
.... 'Registered Dock Workers 1981 wage claim listed as:-

- a. An increase in basic wage from £94 to £120 per week.
- b. Full consolidation of overtime calculator to a new basic of £120.
- c. An increase in gratuity contributions by 10p per week from employer and employee.
- d. Increase in SCS annual payment from £70,000 to £100,000.'

In January 1981: 'It was confirmed that there was a failure to agree over the workpeople's claim that all checking work should be undertaken by RDW's. It was agreed that the N.D.L.B. should be advised accordingly and the matter be allowed to progress through the N.D.L.B. definition procedure.' (14)

By 21st January 1981 management announced that the employers were unable to accede the union wage claim and proposed that:

- 'a. the basic rate should be increased from £94 to £101.
- b. the overtime calculator should be increased from £83 to £87.' (15)

At this meeting the issue of 'comparability' was raised and proved to be an area extremely difficult for management to solve. The major grievance of the RDW's was not the comparative basic rates of the grades in the docks, it was caused instead from the annual earnings potential of various grades which were supplemented by out-of-turns. The dockers argued that agreement was being sought for voluntary severance, when other grades enjoyed 'out-of-turns'; thereby having an opportunity to work two shifts in one day.

Regarding comparability, the RDW representatives: '.... referred to disparities in the levels of payments to RDW's as compared with certain other groups and made it clear that they were seeking to eliminate these in 1981.' (16) The differential of earnings between RDW's and other grades such as checkers and foremen was as much as £4,000 per annum (see table overleaf).

6.4 The Zama Maru Car-Ship Dispute

This dispute was generally recognised as the starting point of the 1981/82 disputes, and acted as a catalyst for creating divisions of sectional interest. The core of the dispute was over productivity payments that RDW's had received since early 1979 in the form of a 5 p.m.- 9 p.m. payment on a job and finish basis to discharge cars. The productivity deal encompassed only RDW's, thus excluding checkers and foremen. In addition, the foremen and checkers had heard rumours that the RDW's had laid claim to certain aspects of their functions, the upshot of which led to inter-group friction. The productivity deal agreed by RDW's was to discharge 1600 cars

on the day shift in return for a 5 p.m.- 9 p.m. payment. On the 5 p.m.- 12 p.m. shift the original 650 cars job and finish was amended to 1000 cars for a 5 p.m.- 9 p.m. payment.

Inter-group difficulties arose when:

'During the course of Tuesday, 27th January, the checkers had created problems and used delaying tactics to prevent the target being achieved. On the 5-12 shift they had indicated that whilst they did not object to 650 cars job and finish they would not allow the RDW's to discharge 1000 cars unless they were included in the productivity deal. The checkers stopped work at 6 p.m. by which time the foremen aligned themselves with the checkers and stopped work also.' (17)

The following day the checkers and foremen were still not prepared to work, and the job was isolated while discussions took place with the parties involved. On the afternoon of Wednesday, 28th January 1981, the checkers withdrew their labour completely, but resumed work after a mass meeting which they held at 1 p.m. on Friday. The RDW's emphasised that the checkers were not available for work on the Zama Maru from 6 p.m. Tuesday, and had themselves provided a tally of the number of cars discharged. The discharge of the ship was completed by RDW's on Wednesday evening in line with the productivity agreement reached with the employers. The matter flared up again on the following Sunday morning when the checkers on the berth refused to handle Datsun cargo.

The RDW's stance regarding the foremen was:

' despite the fact that their representatives had advised them to continue working they stopped work at 6 p.m. on Tuesday. As a result of the attitude adopted by the foremen in preventing the RDW's completing the productivity deal they had concluded, the RDW's decided on Wednesday to discharge the vessel without direct supervision.' (18)

Discussions took place between management and foremen, who agreed to normal working at 1600 on the following Friday. Work group attitudes were abundantly clear as a RDW representative commented:

' the RDW's were not prepared to accept a situation where other groups could dictate when RDW's were able to work. Nor would they allow the position to continue where other groups were achieving inflated earnings in comparison with the RDW's. They regarded the need to remedy this situation as taking precedence over other negotiations and would be putting all their efforts into achieving this objective.' (19)

6.5 Short Summary

The objective of this section was to focus on the complexity of issues prior to Southampton Docks most serious dispute, and to give some understanding of why they lasted so long. In summary form, management were posed with (i) cutting costs during a predicted year of traffic decline; (ii) the privatisation of BTDB ports, thus selling 49% of the private sector.

This meant job losses to an under-employed industry, the heaviest of which was to be suffered by the largest group, i.e. registered dock workers. However, due to the extensive reduction in the size of the register a prime objective of dock worker representatives was to preserve jobs wherever possible.

'The container revolution heralded massive cuts in the dock labour force, which had already been axed by almost 27,000 in 20 years after the war. In the seven years to 1972, the number of registered dock workers fell by a further 23,000 to 40,000. Today, the total stands at little more than 24,000 Why the docker fights so hard to hold what he has is not hard to understand.' (20)

The issue of voluntary severance was further exacerbated by pay comparability with groups who enjoyed higher earnings through their local and national agreements. The situation arose whereby job rights were claimed by RDW's that formed sectional jealousy and disdain, urging work groups to join ranks and oppose one another, and, rightly or wrongly, to impose one will over another.

6.6 The Registered Dock Worker's Dispute

The intention of industrial action by dock workers was announced at an LMC meeting on 18th February 1981. The area of contention was the point of productivity payments to other grades. Dock worker representatives referred to a recent change in the dock foremen's stewards, who it was said, were not prepared to honour the agreement reached following the Zama Maru dispute regarding productivity arrangements. The foremen had indicated their intention of claiming 'productivity payments' for operations where RDW's had negotiated 'productivity deals'. The RDW's opposed this and stated that:

'If they were not satisfied with the outcome of this meeting, then they would take industrial action including the cancellation of all productivity arrangements (management) said that other groups had now been informed that there were to be no more productivity deals as far as they were concerned.' (21)

The union side was not appeased and reaffirmed their intention to cancel all productivity arrangements which included the improved working practices at the container berths.

Management expressed concern that the effect of industrial action would have on the container berths, and referred to anomalies in respect of pay disparities

Table of Average Earnings at the Port of Southampton

	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
RDW's	42.29	42.45	52.60	64.21	81.78	88.90
Foremen (+)	44.31	51.37	58.73	69.46	84.92	96.83
Checkers	41.06*	46.92	57.37	67.34	80.92*	92.17

	<u>1977</u>	<u>1978</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>
RDW's	93.07	106.46	135.16	143.42	156.67
Foremen (+)	101.32	114.82	139.78	150.73	163.49
Checkers	98.14	111.80	140.62	156.00	149.33*

The figures include container berth and rest of port earnings, but because of varying rotation systems of the grades (which was less strict for foremen and checkers) a nucleus of checkers and foremen were able to substantially increase their annual earnings at the container berths.

+ On all observations the foremen achieved a higher earning level.

* Denotes years when checkers earnings were lower than RDW's.

It can be seen that from 1976 onwards (except for the checkers reduction of earnings after the 1981 dispute) both checkers and foremen maintained a higher average wage than the RDW's. This differential would have been greater at the container berths.

between RDW's and checkers working 11-6 shift. They commented that certain proposals were likely in that area. No action should be taken, management stated, until the outcome of those discussions. The union remained adamant, and stated their intention to hold a mass meeting. They did so on the 20th February 1981 and following unanimous support, management were informed by a letter of intent that the decisions of the meeting were:-

- '1) To give one month's notice of the withdrawal of the 4 p.m.- 11 p.m. shift (this shift was voluntary).
- 2) To rescind all productivity arrangements including the agreement covering performance at berths 204/5/6.
- 3) To institute a series of 24 hour lightning strikes.
- 4) To introduce a state of non co-operation including the refusal to work 5 p.m.- 9 p.m. on cargo vessels.' (22)

At this meeting, the union sought an undertaking that other groups would not be paid productivity payments based on the efforts of the RDW's. An important issue was raised at this meeting in that the RDW stewards sought: ' substantial proportion of the funds available to be paid to RDW's to redress the balance, and for some reimbursement for the jobs which had been lost.' (23)

An improved pay offer was made on 2nd March 1981, and again on 5th March 1981. Regarding the pay differentials, management stated that they had undertaken a review of rates of pay, earnings and working practices of other groups that: ' had highlighted situations which were regarded as totally unsatisfactory There would be a continuing review of earnings levels to ensure that the broad comparability was maintained' (24)

RECORD OF LABOUR DISPUTES AND MEETINGS

FROM MARCH-OCTOBER 1981 AT 204/205/206 BERTHS.

CONTAINER COMPLEX CLOSED ON 19.09.81.

NO TRAFFIC HANDLED UNTIL 05.02.82.

Date	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1								
2		RDWS STRIKE	CHECKERS/CLERKS/ C/DRIVERS MEETING	DAY WORK	DAY WORK ONLY RDWs		DAY WORK ONLY	TERMINAL
3			Terminal closed RDWs	WORK ONLY	Terminal closed RDWs		ALLIED TRADES	CLOSED
4		ALLIED TRADE DISPUTE	DISPUTE	RDWs	DAY WORK			CHECKERS
5			DAY WORK ONLY RDWs	Terminal closed RDWs	DAY WORK			DISPUTE
6				DAY	ONLY			
7				WORK	RDWs			
8				ONLY	RDWs			
9			Terminal closed RDWs	DAY WORK	Terminal closed RDWs			
10	RDWS strike 24hrs		FOREMENS MEETING	ONLY	Terminal closed RDWs			
11	RDWS strike 24hrs		DAY	RDWs	DAY		Foremens' Meeting	
12			WORK	Terminal closed RDWs	WORK			
13			ONLY	DAY	ONLY			
14			RDWs	Terminal closed RDWs	RDWs			
15			Terminal closed	DAY	RDWs			
16	RDWS LOCKED OUT	C/DRIVERS MEETING	closed	WORK	Terminal closed RDWs			
17			DAY	ONLY	Terminal closed RDWs			
18			WORK	Terminal closed RDWs	Terminal closed - All Grades Meeting			
19			ONLY	DAY	Terminal closed - Foremen & Checkers			204/5/6 cleared of containers
20			RDWs	Terminal closed RDWs	DAY	Allied Trades/ C/Drivers Meeting		
21			Terminal closed	Terminal closed RDWs	FOREMEN & CHECKERS Clerks/Checkers/ Foremens Meeting	ALLIED TRADES/ CRANEDRIVERS		
22			RDWs	DAY	Terminal closed RDWs	Terminal closed Clerks/All.Trades		
23			Terminal closed RDWs	WORK	ONLY	DAY WORK	TERMINAL	
24		RDWS MEETING	DAY	RDWs	Terminal closed - Checkers	ONLY ALLIED TRADES	CLOSED	
25		RDWS DISPUTE	WORK	Terminal closed RDWs	DAY WORK	(CHECKERS) (DISPUTE)		
26			DAY	DAY WORK	ONLY			
27			WORK	Terminal closed RDWs	CHECKERS			ACAS CHECKERS 26.10.81
28			ONLY	DAY WORK	NO NIGHT			RDW MASS MEETING 27.10.81
29			RDWs	ONLY RDWs	SHIFT CHECKERS			
30			Terminal closed					
31								T/Us-Employers meet. Dock users

The improved pay offer was inadequate for the union side and management requested time to meet the other groups in order to implement their proposals. Attitudes hardened between management and the workforce which led to two 24 hour strikes that acted as a catalyst in the breakdown in industrial relations.

6.7 The Lock-Out

'All cargo handling in Southampton docks was stopped today (10th March 1981) when the port's 1600 dockers staged a 24 hour strike in support of their 1981 pay claim.' (25) Another 24 stoppage occurred on 11th March 1981 at midday and on 12th March 1981 management issued a letter addressed:-

'To: All Registered Dock Workers 12th March 1981
Industrial Action

The Port has now suffered the effects of two 24 hour lightning strikes in the past three days. This is totally unacceptable and cannot be allowed to continue.

Therefore, the British Transport Docks Board requires an assurance that all industrial action will cease and that all Registered Dock Workers will resume and maintain normal working in accordance with their Agreements.

Until this assurance is given no Registered Dock Worker will be permitted to resume work.' (26)

Both sides met on 17th March 1981. The management demanded withdrawal of the union's 'letter of intent' of 20th February. In turn, the union insisted management withdraw their letter of 12th March 1981 and demanded the union's letter should stand. Both sides failed to agree - the lock-out continued. Attitudes hardened and the dispute had the hallmarks of becoming a national issue over the lock-out.

'Union leaders are giving official backing to Southampton's 1,600 dockers in the dispute with the port employers. The decision was taken yesterday (13.03.81) at a meeting between the deputy general secretary of the Transport and General Workers Union, Mr. Alec Kitson and Mr. John Ashman, Southampton regional secretary.' (27)

Additional telexes were sent to all regional secretaries of the TGWU from the national secretary-designate stating: '.... that plenary powers have been granted in support of our members locked out by the port employer following the break-down in negotiations regarding the current wage review applying in Southampton.' (28) 'Meanwhile, shop stewards (were) considering various options for extending the dispute to other docks board ports.' (29)

The legality of the lock-out was challenged by the TGWU. 'An emergency meeting of the South Coast Dock Labour Board was held today (18.03.81) at Southampton, principally to ascertain if the BTDB broke the rules in issuing an ultimatum letter.' (30) Matters of an industrial nature are not normally discussed at Local Board level, but the industrial aspects of this issue were inevitably referred to it on that occasion in view of the association of events. The trade union complaint was that the BTDB was in breach of Clause 9(2)(a) of the Scheme, i.e.

'2. A registered employer -

- (a) Shall employ any registered dock worker who is allocated to him as a permanent worker by the local board in accordance with the provisions of the scheme' (31)

The employers claimed the reference to employ any registered dock worker in 9(2)(a) meant to employ in the sense of a contractual obligation

rather than employ physically on job tasks. They had not dismissed men from their employment and the contract to employ in the 'contractual' sense still existed. (32) The employers cross allegation was that the RDW's were in breach on their part under their obligation set out by Clause 8(5)(b), i.e. 'A permanent worker and a temporarily unattached worker while in the employment of a registered employer shall - (a) carry out his duties in accordance with the rules of the port or place where he is working.' (33)

Contravention of this was displayed (management contended) by the union's 'letter of intent' of 20th February 1981; by the statements in the press; by the evidence of the 'go slow' and two lightning strikes. The employers felt they were entitled not to pay or allocate them to work until the RDW's would 'carry out faithfully and honestly their side of the bargain.' (34)

It was thereupon decided that the circumstances of the case be submitted to the National Board with the request they be asked to determine whether a breach of Clause 9(2)(a) of the Scheme had taken place.

The NDLB met in London on 26th March 1984 and: '.... decided the dock employers were in breach of the scheme under which the dock workers are employed. It ruled the action taken in locking out the men was not in accordance with the terms of the scheme.' (35) As a result: 'Dock workers are to seek compensation from the British Transport Docks Board over the lock-out' (36)

At the London hearing, the NDLB supported neither the employers contravention of 9(2)(a), nor the employees of 8(5)(a), but it held: '.... the

registered employer to be in breach of the Scheme by reason of his having seen fit to invoke procedures not in accordance with the statutory disciplinary provisions available to him as clearly set out in Clause 14A of the Scheme' (37) and states a permanent worker shall not have his employment terminated, except in accordance with provisions set out under Clause 14 or Clause 17 of the Scheme. The BTDB had to pay £678,000 in back pay which they contested in the courts, but the decision was upheld when: 'Three Appeal Court judges unanimously backed the National Dock Labour Board which said the action was in breach of the 1967 dock workers employment scheme.' (38)

6.8 A Turn for the Worse

Hopes of a peaceful settlement in the dispute were pinned on a series of meetings involving both sides and officials of the Advisory, Conciliation and Arbitration Service (ACAS). (39) Both sides met on 1st April 1981. The terms of reference for a return to work were agreed by management, i.e.

- (a) average pay be made for the time of the lock-out,
- (b) unconditional withdrawal of the employers letter,
- (c) a number of meaningful meetings commence over the 1981 wage claim. (40)

Although agreed by management, for their part they sought a basis for a return to work: 'If the trade union letter of 20th February was withdrawn, normal working could be resumed. If not, he (management) was proposing a return to 8 a.m.- 5 p.m. only ... ' (41)

Although: 'Southampton's 1600 dockers returned to work today (3rd April 1981) after a mass meeting and decided to end the damaging three week dispute' (42) both sides had reason to remain at arm's length. The employers had made application for 200 severance places (see Footnote) and the union side gave an ultimatum to the effect that if: '.... the pay claim was not resolved at the next meeting on 15th April then they would give notice of a return to 8 a.m.- 5 p.m. working.' (43)

6.9 Container Profits

At this point in the dispute (24th March 1981) OCL published figures that they had made a pre-tax profit of £43,456,000, which was 14 per cent higher than 1979 (44). A number of factors contributed to this improvement in that their South African trade had improved and there was continued strength in carryings from the Far East to Europe which had more than offset reduced contributions from Australia and New Zealand. This would emphasise the importance of Southampton as a container port, thereby giving advantage to the work forces bargaining position.

6.10 The Port goes on Day Work

No agreement was reached over the dock workers comparability claim, and on 27th April 1981, the port reverted to 8 a.m.- 5 p.m. working. The agreement covering such arrangements at the container berths included a lunch hour and morning and afternoon tea-breaks. Together with non co-operation and a go-slow, production was slashed.

Footnote: The original severance requirement by management during November 1980 was for 100 severances.

The container lines implemented a costly feeder service (Operation Sea Feed) using other U.K. ports to the main European container terminals. In an attempt to thwart the success of the operation the Southampton shop stewards mounted a picketing and lobbying campaign to muster support and made it clear that: '.... any cargo diverted from Southampton should not be handled by any trade unionist connected with the docks industry.' (45)

The effect of operating only on a day shift basis was immediate and dramatic. 'An average of 800 dockers a day, half Southampton's workforce, are being sent home because there is no work. The 800 average compares with an average of 200 a day in 1980.' (46)

6.11 Pay Bill Costs and Severances

From 1st April 1981 attention was focussed on pay bill costs. The amount available to RDW's was the central issue. (47) At an LMC meeting on 18th May 1981, the union side revised their pay claim which the management considered to represent an increase of 29% on the basic rates. By adding improvements to the overtime calculator, management estimated the claim in excess of 30 per cent.

Due to lost trade, management: ' would be increasing the application for severance places from 200 to 400 or 500.' (48) The union estimated that the savings likely to accrue from such cuts would more than pay for the original offer. A further offer made by management was again rejected by the work force.

6.12 Breakthrough in Talks

A paper was generated by the union side setting out the case in support of their claim. The document gave detailed costings in respect of various elements and proved to be instrumental in the settlement of the dispute. (See Appendix 3). The basis of the paper formed a platform for a productivity package. It drew a relationship between the number of severances and the savings accrued on the basis of the original demand for £121 per week. The paper also took account of the time-scale (July 1981 to December 1981), which together with the numbers of severances, formed the foundation of a matrix.

Number of Men	July	August	Sept.	October	November	December
	<u>24 Weeks</u>	<u>20 Weeks</u>	<u>16 Weeks</u>	<u>12 Weeks</u>	<u>8 Weeks</u>	<u>4 Weeks</u>
50	£145,200	£121,000	£96,800	£72,600	£48,400	£24,200
100	£290,400	£242,000	£193,600	£145,200	£96,800	£48,400
150	£435,600	£363,000	£290,400	£217,800	£145,200	£72,600
200	£628,800	£484,000	£387,200	£290,400	£193,600	£96,800
250	£726,000	£605,000	£484,000	£363,000	£242,000	£121,000

SAVINGS FOR BRITISH TRANSPORT DOCKERS BOARD ON:

£121 = £105 + £16 per week

The BTDB were prepared to allocate an additional £1,250,000 for the dockers' 1981 pay deal. The basis of the dockers case was that the 1981 increase amounted to £1,185,000. The paper was the subject of discussion at a management/union meeting held on 29th June 1981.

Management confirmed: ' that with minor exceptions, the figures contained in the paper were accepted as correct by the employers.' (49) Although management maintained that certain flaws remained in the union document, it was agreed: ' that the employers' costings would be submitted to the workpeople and that a further meeting be arranged' (50)

Management produced their own paper at a meeting held on 1st July 1981 which was not accepted by the union side because: ' the details related to a full year based on the current labour force of 1575 men the workpeople were unable to accept the basis of calculation bearing in mind the reduction in the labour force both since the start of 1981 and which was continuing.' (51) The union argued that their claim was self-financing, and if there was to be a reduction in the total paybill, future settlements would be at a lower level and that they had fulfilled this criteria which was demonstrated by their paper.

6.13 The 18 Month Agreement and Final Breakthrough

Because of the failure to achieve a pay settlement by mid-1981, the union suggested consideration be given to an agreement to run for 18 months to overcome the problem, as it was clear the workpeople would not accept the current proposals. After consideration, the employers stated they were prepared to negotiate a new agreement with a target date of 1st January 1982. Part of the agreement would include new team systems and a pay deal to run for 18 months from 1st July 1981.

Both sides met on 13th July 1981, when the employers tabled a draft agreement for consideration:-

i) Rates of pay

From 01.07.81 to 31.12.82 the rates of pay to be either:-

- (a) £109 basic, £92.40 overtime calculator,
or
- (b) £110 basic, £90.00 overtime calculator.

(ii) Review

- (a) If the level of average pay settlements calculated on comparable paybill costs for the BTDB manual wages grades staff negotiated nationally and for locally negotiated groups of Dock Foremen, crane-drivers and Allied Trades was higher than 5% in 1982; then the rates of pay for the Southampton Dock Workers would be reviewed on 1st July 1982 taking into account any margin over 5%. Any variation would be effective from 1st January 1982.
- (b) If verification of the paybill costs was required, then verification would be available from Messrs. Price Waterhouse & Co., the Board's external auditors. (52)

After discussion it was agreed to include in any agreement that: 'It is the declared intention not to treat RDW's any less favourably than other groups outlined above.' (53) For the period from 1st January to 30th June 1981 a lump sum would be payable to each RDW based on rates of £105 and £89 estimated to be £352 (see Footnote).

The proposals discussed at this meeting were taken away for consideration by the full shop stewards committee. Consequently: 'Hopes of a settlement in the long-running pay dispute in Southampton docks rose today with the announcement of a mass meeting of the 1600 dockers on Friday.' (54)

Footnote: It is noteworthy that at this meeting reference was made that the present agreement with RDW's was based largely on the 1970 Blue Book Agreement. Since then it was recognised that there had been substantial changes in working requirements. It was proposed that discussions should take place in order to cover all working arrangements to ensure that all of the various groups were as far as possible placed on the same working arrangements. This would suggest the RDW's claim of iniquitous conditions were considered a valid one by management.

The mass meeting was held with the result that:

'The dispute which had disrupted dockland trade at Southampton for almost four months ended today with the acceptance by 1600 dockers of a new long term pay deal It was the longest running dispute in port history and it included lightning strikes, the three weeks lock-out dispute, and 13 weeks of single shift working.' (55)

The end of the dispute meant: ' a great lead weight being lifted off the city', said Mr. Pat St. George, Director General of the local Chamber of Commerce. The City Mayor, Councillor John Deacon was reported as being: 'Thrilled to bits I want to see us get back to square one.' (56)

The 18 month agreement (see Appendix 4) included:-

- 1 - From the 1st July 1981 to 31st December 1982 the rate of pay would be basic £110 and a £90 overtime calculator.
- 2 - The Docks Board guaranteed that RDW's would be treated no less favourably than any other sections in the future (this principle was the heart of future conflict).
- 3 - The 7-day guarantee covering the 5 to midnight shift would continue until 31st December 1982, subject to the TGWU not opposing the Board's request for 300 voluntary severances.
- 4 - Discussions should take place in order to cover all working arrangements to ensure that all of the various groups of staff employed are, as far as possible, placed on the same working arrangements. (This ultimately led to opposition at a later date by the checkers and foremen).

6.14 The Foremen's Dispute

The background to the foreman's dispute focussed on four major factors. Firstly, there was a management commitment to create effective savings, and their intention to do so was announced on 13th October 1980. Secondly, the foremen's 1981 pay award was near completion: '.... with no problems, and was just a run-of-the-mill deal' (57), when management suddenly withdrew the offer by the 'comparability' demands exerted upon them by the RDW's in their negotiations. Thirdly, the Zama Maru dispute caused inter-group friction when the checkers walked off the job, and were supported by the foremen. Finally, as the docks crisis deepened a need for redundancies arose that meant reshaping agreements to suit future manning levels. This issue was further complicated by the foremen being split into two groups, i.e. container berth foremen and rest of port foremen.

The foremen's 1981 pay claim revolved around an issue, not so much of basic rates of pay, but more of annual earnings potential. Management's approach to this issue was by altering shift-working patterns and amending manning levels.

The foremen's dispute came to the public's notice when it was reported that: 'Industrial action has again hit the port of Southampton just three days after dockers agreed to accept a two year staged deal. Problems this time have arisen with 300 foremen and checkers who have refused to accept management proposals to alter their shift patterns.' (58)

'A spokesman for the B.T. Docks Board said: "A few teething troubles are to be expected when work is resumed after a lengthy dispute, but what we are facing in this case is an industrial relations problem." '(59)

It is the aim of this section to examine in detail the industrial relations problems of the foremen's dispute. The checkers' dispute ran concurrently with the foremen's, and is examined separately in the following section.

Notification of work alterations

Two days prior to the RDW's first lightning 24 hour strike in March 1981, the foremen were advised that management: '.... had received written notice from the TGWU that the RDW's would cease to work the 4-11 shift from 20th March 1981 Therefore (management) was giving one month's notice that the present Container Berth Agreement relating to the supplementation of Foremen would cease.' (60) (Supplementation being the term for out-of-turn or double-day working).

It was proposed that at 204/5/6 berths, supplementation would now only occur to cover annual holidays and sickness. At 201/2 berths supplementation would only occur when operationally required. Management substantiated their proposals of reducing out of turns because: '.... it was noticeable that 201/2 berths with 20 less foremen than 204/5/6 berths in fact worked almost half as many supplementary turns to cover operational duties.' (61) Management stated the system had proved 'extremely costly' (62) and drew attention to the disparity of earnings that supplementation caused. The average earnings for RDW's was approximately £146 per week, while container berth foremen enjoyed earnings of £250 per week. (see Footnote on page 176). Management did, however, recognise that there: '.... should be a differential between Registered Dock Workers and Foremen of approximately 10%' (63)

This situation inflamed the foremen who referred to letters of as far back as March 1978 when management had threatened sanctions against the foremen if they did not accept the terms they were working at present. But management pointed out that: ' the original agreement had proved more costly than had been anticipated' (64)

Revised working arrangements

Negotiations were further complicated by the problem of rotation. Because of intended overtime cuts in the rest of the port operations, some 25 foremen employed there expressed interest in working at the container berths. Management made shift arrangement proposals on 27th May 1981 which in effect would have brought the foremen on a pattern similar to the RDW's. It featured a three shift pattern with 7 shift guarantees and no supplementation. This proposal was rejected by the foremen.

The three shift system was unacceptable as:

' the proposals would mean a loss of 18 jobs at 204/5/6 and 24 jobs at 201/2, together with a reduction in earnings which could equate to £100 per week the Foremen should join forces with other sections as (they) had never seen a situation where one group of staff (RDW's) could hold Management, Shipowners and all other sections to ransom (the foremen) could not sit back and accept the situation without a fight.' (65)

Footnote: The RDW's basic, as previously discussed, was a £110 per week and £90 overtime calculator as opposed to the foremen's basic of £112 and an overtime calculator of £99. This would give a basic wage differential of less than 2%. However, based on the above figures of average weekly earnings, the annual earnings potential varied widely between RDW's and foremen. Based on average annual earnings the differential between RDW's and the rest of port foremen would be just above 11%; while a similar differential between RDW's and container berth foremen was in excess of 70%.

Consequently, on 8th June 1981 a joint meeting of shed clerks, supervisors, checkers and cranedrivers met with management at the request of the foremen. At this meeting a union representative commented that the: ' dispute had arisen over the earnings of other groups of staff, and were being brought down to the earning level of the Registered Dock Workers.' (66)

Management in return pointed out:

'Over the last 7 years or so there had been numerous issues over the question of comparability and in 1974 the NUR had claimed parity with Registered Dock Workers, and in 1979 the Allied Trades had been on strike for 6 weeks over the same point. The situation was now reversed and the Registered Dock Workers were claiming comparability with other sections and the decision had been taken to, as far as possible, treat everyone the same.' (67)

This revelation is particularly notable because in such a relative short span of time, the RDW's pay potential would have appeared to have fallen behind the other work groups in the dock.

The container berth agreements were rescinded by management, and the rest of port foremen supported the container berth foremen, agreeing to work only 8 a.m.- 5 p.m. Monday to Friday. On 15th July 1981, management stated that they would be advising the TGWU that 30 foremen would be made redundant. Both sides met the next day to discuss a 4 shift system proposed by management, which was rejected by the foremen because the differential between foremen and RDW's had decreased from 10% to 5%. (68)

The problem areas of rotation through the port, use of supplementary turns and manning levels at 204/5/6, were not resolved until August 1981, when management reported back to the RDW's the terms agreed to with the foremen. It was explained to the dock workers representatives that relative to foremen:-

' the arrangements on 204/6 consisted of 4 teams of 15 men (foremen) who were required to cover all duties. There was no possibility of the teams enhancing their earnings by supplementary overtime turns. There would be supplementation of teams when the level of work required it in only two circumstances if a team fell below twelve men.

The circumstances were:-

- a) where because of leave commitments already made for 1981, more than 3 men in any team were absent at one time; and
- b) where foremen were released for trade union business. Replacements would be drawn, not from within the teams, but from those foremen employed in the rest of the port.

A similar system would apply at berths 201/2 based on 3 teams of 10 men. Supplementation for Ro/Ro operations would again only take place to the extent that operations required it. Foremen would rotate through the three areas, i.e. 204/6 berths, 201/2 berths, and rest of port on a 6 month/3 month/3 month basis. The agreement covering the container berths would run for a period of 18 months.' (69)

Running concurrently with the foremen's dispute was the checkers' which came to the forefront of publicity during September 1981.

6.15 The Checkers Dispute

The background to the dispute was historical in content as the agreements adopted by the checkers were a result of a long tradition of the past.

As early as 1942, agreements for dock work exemptions had been established, i.e. 'The definition of Port Transport work agreed upon by the Southampton Port Registration Committee on 2nd June 1942 is as follows Schedule of exemptions: All operations when performed by regular staff where conditions of employment are governed by Railway Agreements.' (70) Consequently, checking work at Southampton Docks was traditionally performed by NUR members, whose number totalled between 135 and 200 daily, depending on the fluctuations created by seasonal trade.

The checkers position was further protected by the Transport Act 1947 which again exempted checking work at certain ports. With growth in the world trade and the increase in demand for labour after the Second World War, checking requirements had been supplemented by RDW's. In 1951 a Tripartite Agreement had been established between RDW's, checkers and management which defined the rules governing checking duties in the port, and more importantly (as it turned out later), the numbers of men required to carry out such duties.

The introduction of container work brought about a large reduction in dock worker manpower. Together with a revised Dock Labour Scheme to pass through Parliament, the long series of identifying what duties constituted dock work was resurrected. During either late 1979 or early 1980 the South Coast Board was approached by RDW representatives and claimed all checking work. Although the submission was rejected by the employers, inter-group attitudes were already formed. The checkers intensely resented further inroads in their direction by RDW's. This

resentment was already present because of RDW militancy following a tribunal as long ago as the late 1960's. The tribunal concluded that NUR checkers had privilege to TWGU foremen's positions. This situation was never to be upheld as a result of intense RDW opposition. (71)

Individual group interest was paramount, and next on the list to job protectionism was group earnings potential. 'The NUR were aware that container work led to large numbers of RDW's being 'bumped' elsewhere in the port and therefore lowered their possibility of earnings.' (72)

It is the aim of this section to examine the circumstances and outcome of events between RDW's and checkers during the 1981/82 dispute.

The pre 1981 checkers agreement

The nub of the dispute was the earnings potential of rival groups within the dock area. At the lucrative container berths of 204/5/6 the agreement for rostering arrangements was such that:

'The day turn and night turn will be covered by men rostered for five and seven turns respectively. The evening turn of duty will be covered by men allocated on a supplementary basis from those men who have already worked a day turn of duty either at 204/5/6 berths or elsewhere in the port.

All weekend turns of duty will be at overtime rates.' (73)

In effect, the whole of the 4-11 shift was on a supplementary basis, and the container berth manning requirement was a substantial proportion of the total number of 176 checkers employed at the port. Consequently, double-day working was a necessity for NUR checkers to perform in order

to supply cover for a 4-11 p.m. shift. An iniquitous pay structure arose because, (1) the number of checkers was controlled by the 1951 Tripartite Agreement; (2) the number of checkers supplied to the container berth was established by local agreement; (3) to enable 24 hour coverage with a limited number of men, checkers were required to work out-of-turns or double-days.

Shortly before the two 24 hour stoppages in March 1981 which led to the lock-out, management made a declaration to the NUR checkers (as they had done to the foremen) that they would alter agreements in a manner so as to erase out-of-turns. (74) The checkers agreements were formulated at national level, but checkers at local level instructed management that national policy dictated a shift premium of 35% of basic rates for three shift cover and 22½% for two. (75)

On 9th March 1981 management gave one month's notice that new rostering arrangements were required, and later (23rd April 1981) gave proposals of shift systems and a statement that mannings needed to be reduced. By the date the RDW's had agreed their 18 month agreement (18th July 1981) the position with the NUR checkers was that management sought from them a 4 shift system.

Friction was caused by the fact that the checkers were expected to accept arrangements that would cut their earnings, while the dockers improved an offer of 11.7% to one worth about 14%. The checkers rejected the 4 shift proposals and commenced day work (8 a.m.- 5 p.m.), Monday to Friday work only. The impact on container berth operations was profound. Fortunately: ' normal working resumed (31.07.81) while talks continued on new

shift proposals made by the employers.' (76) 'In order that normal working could take place while negotiations continued it had been agreed that for a short period only, the checkers should revert to their previous working arrangements' (77). Hence checkers continued working out of turns while negotiations took place.

The dispute was exacerbated by the checkers referring the matter of shift patterns nationally within the framework of their machinery of negotiation. The RDW's indicated that the checkers could claim supplementation in the short term. Almost four weeks later, on 3rd September 1981: '.... the checkers situation had been referred back to the locality for discussion by the NUR. The preceding week the checkers had asked to be allocated to shifts in accordance with the national agreement but there was a difference of interpretation with regard to shift premiums.' (78) No agreement was forthcoming over shift-work arrangements (79) and following a two day stoppage on 21st and 22nd September by checkers who claimed they had been locked-out, work commenced: '.... but on a restricted 8 a.m. to 5 p.m. Monday to Friday basis.' (80)

No urgency appeared imminent from the NUR side. 'Consideration of Board proposals by the executive of the National Union of Railwaymen (had) been delayed because several members have been attending the Labour Party Conference.' (81) Although: 'Some progress was reported after the first meeting with ACAS (09.10.81).' (82) An agreement was made at national level on 15th October 1981 but was rejected at local level over a rostering issue relating to 201/2 berths. The matter was

passed on to the RDW's who subsequently:

' expressed concern that such a situation put the checkers in the position of being able to sustain a dispute on 201/2 berths based on the earnings that they would be receiving from other areas of the port.' (83)

The grievances of the parties were further heightened on 27th October 1981 when the RDW's supported their stewards to terminate the container berth shift agreements. 'The (dockers) vote, supported by all but two vastly increases the pressure on the Board to make the 150 checkers accept new working practices which would cut their pay by about £30 per week.' (84)

By the end of October the position of the RDW's remained as adamant as ever, stating: ' that if the NUR agreement meant that other groups of staff received more favourable treatment than the TGWU, then the latter (RDW's) reserved the right to come back and improve the terms of their own agreement.' (85) In early November, ACAS was: ' to appoint a mediator who will propose a peace package Most accept that pay comparability lies at the heart of the port's difficulties.' (86)

The leap-frogging threat spread to other groups in the docks. A meeting of the liaison committee and management held on 7th December 1981, shed clerical supervisor representatives stated:

' that even if arrangements could be agreed for working 201/2 berths at present, there was deep concern for the long term stability of the Port on the question of comparability. He hoped there would not be some major new factor implicit in any settlement with checkers which might upset the balance of pay comparability with other groups.' (87)

A major fear for management was that they:

' hoped this comment did not imply that other groups were looking for opportunities to re-open new claims once the checkers' problem was resolved.' (88)
The threat of increasing the number of bargaining units involved in pay comparability was feared by local M.P.'s, one of which proposed:

- ' ... - the creation of joint wage negotiations for all Britain's port workers ...
- immediate privatisation of Britain's 17 state-run ports.
- immediate review of the National Dock Labour Scheme.
- disclosure by local port bosses of how far they have succeeded in introducing uniform working patterns.' (89)

Furthermore, Southampton Test M.P., Mr. James Hill, was quoted as saying: 'What we have got to stop is leap-frogging of demands from unions a joint negotiating council should be set up with representatives from all port unions, employers and some major customers.' (90)

By the end of November 1981 it was claimed that a breakthrough was imminent in the ten week old checkers dispute.

'The checkers have agreed in principle to working shifts in the container port - a considerable concession, as it means reduced overtime - but they are resisting manning cuts. There is also disagreement about the date any agreement should be implemented and possible compensation to 150 checkers for cash lost through the dispute.' (91)

In early January 1982, there remained two unresolved issues that prevented a swift resumption of normal working. They were: ' the effective date (of the agreement) and a claim for retrospective payment.' (92)

Although 204/5/6 container berths had ceased operations since October 1981 and the rest of the port was reduced to day work only, the dock workers were to give notice of termination of the container berth agreements in their entirety if the container berth shifts were not reinstated by 16th January 1982. (93)

The seemingly endless intransigence of all the parties involved led the local press to level some criticism at the management. One local M.P. reported that: 'The gossip now is that even the management have lost interest.' (94) However, pressure on the negotiators of all sides was dramatically increased following a dire warning by the port director that because the port had lost £10m through disputes, the dock faced bankruptcy, as the Board no longer had the cash to pay its staff. As a result of this ultimatum, it was reported that: 'Crisis-hit Southampton Docks should return to normal working (following) remarkable summit talks between employers and foremen, dockers and checkers leaders at which a peace pact was agreed. The pact has been accepted by dockers and checkers.' (95) (20.01.82)

A principal feature of the pact was that it was agreed that: ' no out-of-turns will be worked to fulfil checking duties normally performed by NUR checkers whilst Registered Dock Workers are surplus to requirements.' (96) Furthermore, talks commenced to discuss how to man extra checking jobs should every section be fully employed. (97)

Leading hands

The draft agreement between dockers and checkers tabled in January 1982 was one hurdle towards industrial peace at the port. The focus of attention

then was on the issue of leading hands.

The concept of RDW leading hands was seen, by the foremen, to be a method of limiting the requirement of foremen's out of turns. A dock worker having no work requirement at the start of a shift, would carry out a foreman's task; so erasing the need of a foreman working two shifts in one day. On 19th January 1982 the dock workers were: ' prepared to have meaningful discussions with other sections (i.e. foremen) to find a formula on 'out of turn' working by 31st March 1982.' (98)

The background to this commitment was that after the checkers dispute, peace-hopes were dashed again when: ' 140 foremen declared an immediate strike in protest at a deal made between employers and the port's 1,400 dockers.' (99)

The result of the deal was expressed by management in a letter to the docks officer that confirmed: ' we have not entered into arrangements with any group of staff which allows for out of turn (e.g. double full shift) working.' (100) The foremens' representatives and area officials met the following day to clarify the situation.

Management stated that:

' the 2/28 Branch (RDW's) had made it quite clear that their members would not work on any job where Foremen were working out of turns and it was therefore not possible for the Board to enter into that situation (management) went on to say that the Board's intention to stand up jobs if there were not sufficient rostered men was common practice in other ports.' (101)

This situation led to the foremen being unwilling to work under the prevailing circumstances. A

further complication arose when RDW's: 'could not accept a situation whereby the foremen could determine by their availability what trade was serviced at the port'.... ' (102)

6.16 Towards a 'Final Solution'

With a management objective to finalise agreements by 31st March 1982, the negotiations focussed upon 204/5/6 manning levels, and the question of leadinghands. The foremen attempted to conclude manning levels at the container berths, which were in their view, realistic and provided a 'self contained' feature. This would reduce the need for RDW leading hands at those berths. As talks progressed there came a direct equation between mannings at 204/5/6 and leading hands. There existed a vast rift between the parties towards the end of March 1982; as only two days before the deadline the foremen stated that:

' They had considered the possibility of operating with 18 men teams on 204/5/6 Berths, but it would not be possible, and even with 19, which they were prepared to accept, it would be difficult to cope at peak times (However) they understood there might be circumstances when Leading Hands would be required but under no circumstances would they accept them being used on the 5 p.m. to midnight shift.' (103)

In other words, a situation existed whereby the RDW's were not prepared to stand up operations because of lack of foremen who were prevented from working supplementary turns; nor were RDW's prepared to carry out operations where foremen were performing supplementary turns.

The details of the disputes were the subject of a TVS South documentary, broadcast on 28th January 1982, entitled 'Crying Wolf'. The researchers

estimated that up until then, around 800,000 'man-shifts' had been lost due to the disputes.

Three weeks later the foremen issued a statement as follows:

Points raised by the Foremen to be presented to the Registered Dock Workers.

1. All the undermentioned points are conditional upon Agreement on the level of recruitment.
2. No RDW's to undertake Leading Hand duties until all their (Foremen's) working requirements were met.
3. If all RDW's were fully committed to operational duty, then overtime would be worked by Foremen.
4. There should always be a Foreman in charge on both ship and shore in accordance with past practices.
5. Should any overtime be worked by the RDW's on a continuity basis, the Foremen would also expect to be allocated to such overtime turns.
6. There should always be 12 men on the 5-12 shift, i.e. holidays would not be taken on the evening shift.
7. Any manning of vessels including Leading Hands would be expected for future working when no Leading Hands were available.
8. In the event of large numbers of Leading Hands being used, then further recruitment should be considered.

9. In the event of 11-6 shift working being re-introduced at 201/2 Berths, then further recruitment should occur for Rest of Port area.
10. There should be no Leading Hands on the Container Berth. (104)

Management produced a document of the Board's 'proposals' and the 'reactions' to them by the foremen and RDW's respectively. The two key issues of disagreement remained the foremen's manning levels at 204/5/6 and the use of leading hands on the 5 p.m.- 12 p.m. shift. (105) With the deadline date of 31st March 1982 past, management issued a four weeks notice of suspension of shift arrangements to take effect from 6th May 1982. This move was a result of management's decision following a cranedriver's dispute. 'This notice would have been rescinded on the resumption of normal working by the cranedrivers but in the meantime, the RDW's had given their notice to terminate Container Berths shift working.' (106)

The escalation of the dispute increased when the foremen registered a 'Failure to Agree' on the 22nd April 1982, and referred the matter to their national officers. Trio Line threatened to totally pull out of the port, and Britain's port employers were expecting moves towards an all-out dock strike from 10th May 1982 over the delayed implementation of the Dock Work Regulation Act 1976. Work groups were informed that shift working would cease at the Container Berth from 8th May 1982. (107)

Furthermore, management: '.... threatened to axe 1550 jobs - half the workforce - because of the unresolved docks crisis.' (108) The local

representatives of the foremen realised that they could hold out no longer without risking the livelihood of hundreds, possibly thousands, of other trade unionists and workpeople, and decided 'to call it a day'.' (109)

The National Officer of the TGWU, together with local union representatives for the foremen, met management on 5th May 1982, and together reached an overall agreement in respect of the manning on 204/5/6 berths. In addition, the foremen had put proposals on the use of leading hands that had not been rejected by the Board, but it was understood these would be put to the RDW's.

The termination period arrived and: 'Southampton's vital container port reverted to a single shift operation today - with no obvious peace moves in sight.' (110)

The turning point of the dispute came on 10th May 1982 when management informed the foremen's District Officer:

'In 1981 Southampton lost £15m of revenue due to industrial disputes. This completely distorted the financial stability of the Board and there is now no money to repeat this in 1982.

The Board's staff whom it is proposed to declare redundant on present traffic prospects are as follows:-

<u>Staff Group</u>	<u>Present No. Employed</u>	<u>Number of Reductions</u>	<u>Remaining No. Employed</u>
Management	74	27	47
Clerical (indoor)	135	67	68
Clerical (outdoor)	59	44	15
Technical	8	2	6
Supervisory	90	36	54
Manual Grades (including			
Cranedriviers	(131	(98	(33
Checkers	155	128	27
Other Groups	169)	50)	119)
Dock Foremen	142	107	35
Allied Trades	366	213	153
R.D.W.'s	1302	800	502
	—	—	—
TOTAL	2631	1572	1059
	=====	=====	=====

(111)

The threat of wholesale redundancies was received by the union side as real and imminent. The impact was immediate and dramatic, because ten days later, on 20th May 1982, management, foremen, RDW representatives and union full time officials met in the offices of the TGWU to discuss, and finally sign, the contents of a joint Agreement, between the foremen and RDW's regarding the issue involving the use and implementation of RDW leading hands (see Appendix 5).

The agreement recognised the two prime issues that the foremen had striven for throughout the lengthy and costly dispute in that: 'The Foremen's manning at Berths 204/5/6 will be 19 men per team, operating on a self-contained basis to cover all the duties required (and) it is jointly agreed that Foremen will have priority of opportunity in respect of weekend working.' (112)

The contentious issue of out-of-turns was compromised in that: ' the principle of one shift in one day will prevail and any further requirements will be met by Leading Hands.' (113)

In an attempt to ensure that the leading hand issue would not recur it was: ' jointly agreed that discussions between both sections will continue in the spirit of co-operation with regard to all aspects of working relationships within the Port.' (114)

6.17 Costs and Criticisms of the Dispute

Over the duration of the disputes, 311 registered dock workers took voluntary severance. This figure increased to nearly 500 by the end of 1982. In financial terms the checkers suffered the most. It was estimated that their total annual earnings were reduced by approximately £1500 as a result of the revised shift patterns. The dispute cost each checker about £4000 in lost earnings, and fifteen men took severance. Similarly, the foremen's revised agreements amounted to a longer working week; less supplementation and an estimated £2000 loss in annual earnings potential.

On the management's side, Solent Container Services was estimated to have lost £3 million, while the port suffered a £15 million loss of revenue*. In addition, the cost of the BTDB leave of appeal to the House of Lords over the 1981 lock-out was £678,000.

In terms of reputation, the cost of the dispute was colossal. Criticisms levelled at the unions were more benevolent and sympathetic than that of management. For example, one observer noted

* See table overleaf showing BTDB pre-tax profit/loss.

British Transport Docks Board (Associated British Ports) :

Table showing Turnover, Capital Employed, and Net Profit/(Loss)

before tax*, 1972 - 1981

	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981
	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m
Turnover	49.9	56.3	64.2	77.5	99.1	110.5	119.9	133.7	140.7	129.8
Capital Employed	136.1	141.4	146.4	151.8	161.1	169.3	177.0	179.0	179.2	170.6
Net Profit/ (Loss) before tax	(2.0)	4.3	4.1	3.8	17.0	20.5	21.4	22.4	11.5	(10.3)

* As at 31st December, each year.

(Source: BTDB Report and Accounts, 1981)

in International Freight Weekly that: '.... jealousy between the groups is intense. The NUR feels particularly bitter about the jobs for life section of the National Dock Labour Board scheme which it says gives the dockers greater confidence in industrial disputes.' (115) The Managing Director of SCS criticised the unions: ' pathological insistence on equality but said it developed out of past bad management whereby under the blue-eyed system a favoured few received higher than average wages.' (116)

From a union viewpoint, the cause of the disputes was recognised by observers with some understanding. However, the 'macho-management' stance (117) adopted by the BTDB was critically commented upon. 'Southampton port management (have) taken a blasting from the users of its handling of the 18 months of discontent.' (118) Described as ' 'high-handed', 'distant' and 'bad communicators', the British Transport Docks Board must take the major share of the blame for the dispute, say local executives.' (119) Sid Rushton, branch manager of United Baltic Corporation stated: 'The biggest single problem at Southampton is bad management. There is nobody in the docks board with 20 per cent management potential. Half of them do not know their jobs properly and I would not even employ them to make tea at UBC.' (120)

Charles Jones, freight marketing manager of P&O Ferries, said:

'There is a saying that there are no bad soldiers, only bad officers, and if there have been troubles at the port, the management must take a large share of the responsibility. The management at Southampton have made the mistake of looking upon the dockers as if they came from some other planet, they often remain very distant and are bad communicators.' (121)

A more objective and even-handed approach was made by John Hovey, then Managing Director of Solent Container Services, who felt: '.... a lot of difficulties are caused by the rotation of workers around the port, insisted upon by the unions so that all workers share in the high earnings to be gained at the container terminals.' (22)

6.18 Summary and Conclusions

The central feature of the 1981/82 disputes was the imminent privatisation of the docks. Whilst Devlin had been concerned with modernisation and 'productivity' per se, private ownership demanded commercial 'efficiency' in free competitive market conditions. However, since the SAEC's talks in 1978, Southampton Docks had maintained a pool of surplus labour. This in turn encouraged the practice of 'welting and spelling' (described by Devlin as highly organised forms of bad time-keeping), which to some extent established a further form of 'casual' attitude. Prior to intended privatisation management adopted a commitment to lessen costs by reducing excess labour thereby increasing productivity/efficiency.

The acid test in an attempt to reduce the size of the register by employers took place in Liverpool Docks during 1980. The RDW's response was to call an all out national strike. At local level, the threat of job cuts generated claims by dockers on checkers duties, which in turn established secular group interest. The situation was further complicated by large wage disparities caused by a variety of working arrangements at the container berths. Management recognised post-Devlin disparities existed which unfavourably treated dockers.

The 1981 dispute started over productivity payments (the Zama Maru dispute) which established work group isolationism and a tough uncompromising stance by management (this tough line was responsible for the lock-out in March 1981). However, the key to finding a solution to the RDW's dispute was centred on productivity-based criteria, i.e. agreement was reached to release 300 men in return for ex gratia payments. This initiative came from the union side in the form of a 'self-financing productivity package' and assisted in bringing the RDW's weekly wage in line with other groups. The dispute then focussed on annual earnings disparities which ultimately led to non-docker groups having to accept working arrangements which kept differentials at an agreed level.

The uncompromising management bargaining stance used against the RDW's was similarly adopted against checkers and foremen. The problem-solving bargaining method used to implement containerisation in the late 1960's was not adopted in the 1981 disputes. The unions did however form a 'liaison committee' in an attempt to get the various groups talking in conciliatory terms; but the attitudes of the groups were so incensed and entrenched that the success of the liaison committee as a focal point of constructive discussion was limited. The impact of this committee was at best restricted, and at worst was used on occasions to obtain a negotiating advantage, thus reducing its credibility.

In conclusion, the 1981/82 disputes focussed on management's aim to increase the competitive performance of Southampton Docks in the face of imminent privatisation. Apart from the RDW's 1982 pay deal (which was a trade-off between jobs and pay,

therefore indicating a productivity element), the negotiations took on a distributive pressure bargaining form. This would suggest that because of privatisation, the outcome was not just about selective redundancy, but of fundamental appraisals of existing management policies and practices. Therefore, there is growing evidence to suggest that considerable development had taken place in industrial relations strategies of the port employers.

The trade unions response was fragmented and unco-ordinated. In the absence of a self-confident and authoritative shop stewards joint committee, management were able to capitalise on part-time stewards representing small groups of workers, who felt isolated and vulnerable. Although a liaison committee was established it never formed a basis of trade union solidarity to seriously oppose management's power. This would indicate the trade unions were ignorant of the changing industrial relations climate, and that the role of shop stewards and their union structures were different in the 1980's.

Some conclusions of the 1981/82 disputes are:

- 1) Prior to privatisation, management had to tackle underemployment and lack of productive performance.
- 2) Due to daily surpluses of labour and the persistence of 'welting and spelling', reductions in manpower became a central issue of management policy.
- 3) Because of the harsh economic climate port employers applied an uncompromising company strategy to their industrial relations.

- 4) The Liverpool incident prepared Southampton RDW's for an imminent attack on the local register.
- 5) This triggered off claims for job rights on other work groups, creating secular interest between workers.
- 6) The disputes were caused by the Zama Maru car ship dispute over productivity payments which led to:-
 - a) an agreement by RDW's to accept over 300 severances in exchange for ex gratia payments.
 - b) a recognition by management and RDW's that vast disparities of annual earnings existed between the RDW's and other grades.
 - c) a realisation that RDW's had fared the worst regarding job losses since Devlin.
- 7) Management's attempts to rectify post Devlin disparities were thwarted because of:
 - a) Intense opposition by foremen and checkers.
 - b) The complex nature of working arrangements at the container berths.
- 8) The disparities focussed on various groups pay and conditions. Those groups failed:-
 - a) to assess the changing industrial relations climate.
 - b) to establish an effective industrial relations strategy.
 - c) to establish an effective inter-group committee of communication.

CHAPTER 7

PERCEPTION AND ATTITUDES OF
SHOP STEWARDS TOWARDS THE 1970 PRODUCTIVITY DEAL

Several observers of the productivity bargaining process focussed upon the 'attitudinal' aspect involved in the integrative/problem solving method of conducting industrial relations. This implies therefore that a psychological element contributes to a negotiating situation. The scope of industrial psychology is far reaching; including areas of personalities, backgrounds, needs and motives. The aim of this chapter is to assess the 'attitude' of union negotiators towards productivity bargaining, and their altered attitudes caused by subsequent events. The 1970 Southampton Blue Book Agreement forms the basis of the productivity deal to be analysed, and the 1976 SAEC's negotiations and 1981/82 disputes form the subsequent events. These three series of events, therefore, establish a time-scale from 1970 to 1982.

To achieve the aim of measuring attitudes raises the question of which method to adopt and what units can be used (see Footnote). It therefore follows that anyone attempting to measure attitudes should first pose the question: what is my purpose in trying to measure this attitude? The principal aim of this chapter is to determine if there exists a correlation between the occurrences of the three case studies examined, and the subsequent attitudes emanating from the impact and implications of the initial productivity deal.

Footnote: See Paul F. Lazarfeld, 'The Art of Asking Why?', National Marketing Review, Volume 1 (1935) pp.26-38 for a statement on this point.

It may be suggested that at present there is no way of making sure that an attitude scale is valid (see Footnote), but could be argued that the criteria to use in judging an attitude scale should relate to its practical benefit. Therefore it must be asked: does the scale discriminate in a reliable way between the attitudes of different groups and different individuals? The study group in this survey are the shop stewards involved in negotiations in either all or some of the case studies examined. The structure of the group is as follows:

- (1) 23 shop stewards were traced and interviewed.
- (2) 11 of the group originally negotiated the Blue Book.
- (3) 16 of the group negotiated the 1978 agreement, 2 of whom did not take part in the 1970 deal.
- (4) 16 of the group negotiated the 1982 18 month agreement. 2 had not been involved in the 1970 or 1978 deals.
- (5) 6 of the group had been involved at all stages:- 1970, 1978 and 1981/82. This group formed a sub-group.

The method used to obtain information pertaining to the aims of the survey was carried out by conducting a questionnaire-based interview, which had three main aims.

- (1) To compile information regarding the achievement and reward features of productivity bargaining by adopting the criteria used by McKersie and Hunter. This data was used to compare the dockworker representatives' attitudes and the findings of

Footnote: In constructing any measuring instrument there are a number of general criteria which should be met, viz:- reliability; unidimensionality; reproducibility; interval scales and validity. Validity means that the scale should measure what it claims to be measuring.

McKersie and Hunter. Such information would give an indication as to whether the Southampton Blue Book was typical or atypical. This was considered relevant before analysing the elements of the agreement in greater detail.

- (2) To collect information regarding the factors which came under review in the Devlin Committees' Report. The Commission recommended that the modernisation of ports should be associated with improvements in the areas considered by Devlin to be the cause of dissension and conflict.
- (3) To assess the change of attitudes of dockworkers from the introduction of the 1970 Blue Book Agreement; the 1978 extension of containerisation and the comparability disputes of 1981/82.

This brings one to consider the method of constructing an attitude scale; the question of which gives several alternative approaches. They include the Bogardus Social Distance Scale which is considered useful in measuring an individual's attitude to others or other groups. The Guttman Scale, which has in practice been little used except in theoretical and laboratory studies where their use has led to the development in scaling techniques. This method has now largely been superseded with the advent of computer technology. The Thurstones 'Equal Appearing Interval' Scale, although considered a useful means of establishing units of measurement for use in measuring attitudes, was however criticised for being a lengthy process (see Footnote).

Footnote: A.N. Oppenheim considers the various techniques available for questionnaire construction, and their advantages and disadvantages in "Questionnaire Design and Attitude Measurement" (1972), p.121-136.

Likerts' prime concern, in his efforts to construct a scale was principally concerned to ensure that all items included in the scale should be measuring the same thing, that is, the scale should be unidimensional. He also sought to eliminate the need for judges by getting subjects in a trial sample to place themselves on an attitude continuum for each statement - running from 'strongly agree' to 'agree', 'uncertain', 'disagree' and 'strongly disagree'. These five positions were given simple weights of 5:4:3:2:1 for scoring purposes. This was the method (Likerts) adopted in this survey, as attitude scales tend to rely on their effectiveness on the co-operation and frankness of the respondent. It was therefore deemed to be a useful tool in this survey, bearing in mind the group to be studied.

Having decided the interview schedule was data gathering, and having fitted a model to the data the next issue for consideration was question sequence. The questionnaire comprised of three sections, each containing a series of twelve questions. The sections related to the periods of 1970, 1976-78 and 1981-82, and the questions of section I were repeated in sections II and III. Questions 1 and 2 focus on the 'achievement' and 'reward' features determined by McKersie and Hunter (See Appendix 7 for copy of questionnaire).

McKersie and Hunter segregated the 'reward features' as:-

- : increased earnings
- : greater leisure
- : ex gratia payments
- : improved fringe benefits
- : redundancy payments
- : other rewards.

The 'achievement features' were termed as:-

- : quantity of work
- : nature of work
- : working hours
- : manning
- : change of methods
- : organisation of work
- : responsibility

Tables A:B:C show the frequency distributions of the respondents rankings of the achievement and reward features at 1970, 1978 and 1981/82 respectively. Table D comprises the results of Tables A:B:C. Table E displays the comparisons of McKersie and Hunters' findings and those of the Southampton Docks Shop Stewards.

This aspect of the survey was carried out firstly so as to enable an analysis of the similarities or differences between Southampton Docks and McKersie and Hunters' findings. This represented a starting point which, it was hoped, would assist the subsequent analysis. The second, and larger part of the questionnaire (the remaining ten questions), focussed on the issues that represented the quid pro quo for accepting modernisation under the terms of the Devlin Commission, namely:-

- industrial relations (question 3)
- job security (question 4)
- preferential treatment (question 5)
- responsibility (question 6)
- management (question 7)
- amenities (question 8)
- inter-union relations (question 9)
- overtime (question 10)
- pay structure (question 11)
- the Blue Book (question 12)

The scores given to responses recorded in questions 3 to 12 were given as listed below.

Q3:Q4:Q9:Q11:	POOR	=	1
	BAD	=	2
	FAIR	=	3
	GOOD	=	4
	EXCELLENT	=	5

Q5:	INCREASED LARGE DEGREE	=	1
	INCREASED SMALL DEGREE	=	2
	REMAINED THE SAME	=	3
	DECREASED SMALL DEGREE	=	4
	DECREASED LARGE DEGREE	=	5

Q6:Q7:Q8:Q10:	MUCH WORSE	=	1
	WORSE	=	2
	SAME	=	3
	IMPROVED	=	4
	MUCH IMPROVED	=	5

Q12:	VERY UNFAVOURABLE	=	1
	UNFAVOURABLE	=	2
	FAIR	=	3
	FAVOURABLE	=	4
	VERY FAVOURABLE	=	5

Some respondents assessed their opinions at a mid-way point and were given a split score of 0.5. One respondent was unable to recall the information required in 1970 and subsequently was left out of the grouping.

Tables F:G:H show the result of the respondents scores at 1970, 1978 and 1981/82 respectively.

Table I shows the respondents ranking and mean to Q3 to Q12 of both 1970, 1978 and 1981/82.

Tables J:K:L show in histogram form the respondents mean scores of Q3 to Q12.

The twenty-three respondents interviewed included a sub-group of six, who had participated during the three series of negotiations examined, i.e. 1970, 1978 and 1981.

Their figures were extrapolated on the method indicated above and are shown in Tables M and N. This was considered necessary to judge if any significant change was noticeable between the overall group and the sub-group of six.

Tables O and P display in graph form the respective mean scores of the two groups to questions 3 to 12.

In the construction of the questions, assistance was given me by two BTDB superintendents who had not been directly involved with the negotiations of the areas explored, but who as management were well aware of their implications.

In conclusion, the purpose of the questionnaire surrounding the survey is 'measurement'. The final product consists of a series of tabulations and statistical analyses. These are subsequently turned into a report showing in what way the findings bear on the hypotheses. During the quantification stage of this survey the phrases chosen by the respondents were processed and then transferred into figures in order to draw conclusions.

Table showing the sections covered
by individual respondents

	Section I <u>1970</u>	Section II <u>1978</u>	Section III <u>1981/82</u>
R1*	X	X	X
R2	X		
R3*	X	X	X
R4*	X	X	X
R5	X		
R6		X	X
R7		X	X
R8*	X	X	X
R9*	X	X	X
R10		X	X
R11			X
R12		X	X
R13*	X	X	X
R14		X	X
R15		X	X
R16			X
R17	X		
R18		X	X
R19		X	X
R20	X		
R21		X	
R22	X		
R23		X	
	—	—	—
	11	16	16
	—	—	—

* Denotes respondents who negotiated on all periods
observed, and are referred to as a sub-group of six.

TABLE A
FINDINGS : 1970

QUESTION 1

	1	2	3	4	5	6	7	8	9	10	11	TOTAL	RANKING
Severance Payments	6	2	5	6	X	6	6	6	3	2	X	42	6
Improved Fringe Benefits	2	3	2	4	X	2	3	2	2	4	X	24	2
Increased Earnings	1	1	1	2	X	1	1	1	1	1	X	10	1
Ex Gratia Payments	5	4	6	5	X	3	5	3	4	5	X	40	5
Greater Leisure	3	5	3	3	X	5	2	5	5	3	X	34	3
Other Rewards	4	6	4	1	X	4	4	4	6	6	X	39	4

QUESTION 2

Quantity of Work	5	7	3	7	X	6	7	7	5	5	X	52	7
Nature of Work	4	3	7	4	X	7	4	4	6	3	X	42	5
Hours	2	2	2	5	X	3	3	3	4	7	X	31	3
Manning	1	1	5	3	X	5	5	2	1	4	X	27	2
Change of Methods	3	4	4	1	X	4	1	1	2	2	X	22	1
Organisation of Work	6	5	6	2	X	1	2	5	3	1	X	31	3
Responsibility	7	7	1	6	X	2	6	6	7	6	X	48	6

Note: X indicates the respondent being unable to complete the questionnaire. In such instances the whole of those respondents' data was eliminated from the tables in order to obtain a more accurate assessment of the total of the elements surveyed.

TABLE B
FINDINGS : 1978

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL	RANKING
<u>QUESTION 1</u>																			
Severance Payments		6	X	6	6	6	5	5	X	5	6	6	6	5	X	X	X	62	6
Improved Fringe Benefits		4	X	3	3	2	3	2	X	1	3	2	3	3	X	X	X	29	2
Increased Earnings		1	X	2	1	1	6	1	X	2	1	1	1	1	X	X	X	18	1
Ex Gratia Payments		3	X	5	5	5	4	4	X	4	4	4	5	4	X	X	X	47	5
Greater Leisure		5	X	4	2	3	1	3	X	3	2	3	2	2	X	X	X	30	3
Other Rewards		2	X	1	4	4	2	6	X	6	5	5	4	6	X	X	X	45	4
<u>QUESTION 2</u>																			
Quantity of Work		7	X	2	7	7	7	6	2	4	6	3	7	7	X	X	X	65	7
Nature of Work		1	X	2	5	5	5	7	6	1	4	6	3	1	X	X	X	46	3
Hours		5	X	2	1	3	6	3	3	7	3	2	1	3	X	X	X	39	2
Manning		4	X	1	4	1	1	4	1	2	1	1	2	6	X	X	X	28	1
Change of Methods		2	X	2	6	2	3	2	7	5	2	7	4	4	X	X	X	46	3
Organisation of Work		6	X	2	2	4	4	1	5	6	7	4	5	2	X	X	X	48	5
Responsibility		3	X	2	3	6	2	5	4	3	5	5	6	5	X	X	X	49	6

TABLE C
FINDINGS : 1981/82

QUESTION 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL	RANKING
Severance Payments	6	X	4	6	2	5	6	X	6	6	6	5	4	X	5	X	61	6
Improved Fringe Benefits	2	X	3	4	4	1	2	X	5	2	2	4	5	X	4	X	38	2
Increased Earnings	1	X	2	1	1	3	1	X	1	1	1	2	1	X	1	X	16	1
Ex Gratia Payments	5	X	4	5	6	2	4	X	3	4	4	1	3	X	3	X	44	3
Greater Leisure	3	X	4	2	3	6	5	X	2	3	3	6	6	X	2	X	45	4
Other Rewards	4	X	1	3	5	4	3	X	4	5	5	3	2	X	6	X	45	4

QUESTION 2

Quantity of Work	7	X	1	7	7	5	7	X	5	6	6	7	X	5	6	X	69	7
Nature of Work	5	X	4	5	6	7	5	X	4	7	5	4	X	4	3	X	59	6
Hours	2	X	5	2	1	6	4	X	7	5	1	6	X	6	1	X	46	5
Manning	6	X	2	1	3	4	1	X	6	2	2	2	X	7	4	X	40	3
Change of Methods	4	X	5	4	2	3	2	X	1	4	3	5	X	2	2	X	37	1
Organisation of Work	1	X	3	6	4	2	3	X	3	3	7	3	X	1	7	X	43	4
Responsibility	3	X	5	3	5	1	6	X	2	1	4	1	X	3	5	X	39	2

TABLE D
Results of Tables A, B and C

QUESTION 1

	1970	1978	1981/82	TOTAL	RANKING
Severance Payments	6	6	6	18	6
Improved Fringe Benefits	2	2	2	6	2
Increased Earnings	1	1	1	3	1
Ex Gratia Payments	5	5	3	13	5
Greater Leisure	3	3	4	10	3
Other Rewards	4	4	4	12	4

QUESTION 2

Quantity of Work	7	7	7	21	7
Nature of Work	5	3	6	14	5
Hours	3	2	5	10	3
Manning	2	1	3	6	2
Change of Methods	1	3	1	5	1
Organisation of Work	3	5	4	12	4
Responsibility	6	6	2	14	5

TABLE E
Comparison of McKersie & Hunter's findings
with Southampton Docks

<u>ACHIEVEMENT</u> <u>FEATURES</u>	<u>McKersie & Hunter</u>		<u>Southampton Docks</u>		
	<u>(M & H)</u>		<u>(S D)</u>		
	<u>1963/66</u>	<u>1967/69</u>	<u>1970</u>	<u>1978</u>	<u>1981</u>
Quantity of Work	4	1	7	7	7
Nature of Work	1	4	5	3	6
Hours	2	5	3	2	5
Manning	3	3	2	1	3
Change of Methods	5	2	1	3	1
Organisation of Work	6	6	3	5	4
Responsibility	7	7	6	6	2

REWARD

<u>FEATURES</u>	<u>(M & H)</u>		<u>(S D)</u>		
Increased Earnings	1	1	1	1	1
Greater Leisure	2	2	3	3	4
Ex Gratia Payments	4	6	5	5	3
Improved Fringe Benefits	3	3	2	2	2
Redundancy Payments	N.K.	5	6	6	6
Other Rewards	N.K.	4	4	4	4

Analysis of Achievement Features

- 1) It can readily be determined that the Southampton Docks group (S D) placed 'quantity of work' last, while conversely, it had been placed first and fourth respectively in McKersie and Hunter's (M & H) findings.

This occurred in S D probably because the 'quantity of work' element no longer posed a threat to the labour force after the piece-rate system of pay had been replaced by a 'guaranteed' weekly wage. During interviews, it was stated that this factor led to an actual reduction in productivity directly after the Blue Book was implemented, but was rectified when the level of mechanisation increased. Furthermore, the RDW's were protected by the Scheme, and consequently the work load was not then, in 1970, nor has been since, a matter of major importance.

- 2) Several respondents commented on the closeness of interpretation between 'nature of work' and 'change of methods'. It is noteworthy that in M & H findings 'nature of work' dropped from first to fourth place from 1963/6 to 1967/9. Meanwhile 'nature of work' had consistently been of lesser importance to the RDW's. On the other hand, 'change of methods' had risen from fifth to second position in M & H and was of consistent importance in S D, i.e. first-third-first.

The element of 'change of methods' therefore maintained a high ranking position for a twelve year period, even during the crises of 1981/82, which were essentially disputes focussing on differentials. Comment had been made by respondents that 'methods' ultimately led to other factors, i.e. 'manning', and therefore was the focal point from which other elements emanated.

- 3) In respect of 'manning', M & H findings ranked on both occasions as third; which compares to second place in 1970 by S D. This would indicate a similar amount of importance placed upon it at that period, and it would be understandable that 'manning' had become the prime issue by 1978 when the South African trade was unitised. However, it did seem surprising that 'manning' was ranked third at S D in 1981/82, against high unemployment, concerted 'labour shake-outs' and threats of the cessation of the Scheme. The 1981/82 disputes were sustained for a long period and the level of 'responsibility' was very much in RDWs' minds; so much so that in 1981/82 S D ranked it in second place. This came about by a 'responsibility' to the industry or the port, and not so much the 'responsibility' generated by handling mechanised equipment. In addition, 'responsibility' was ranked seventh by M & H in both 1963/6 and 1967/9, and was similar in closeness in S D in 1970 and 1978, i.e. sixth on both occasions. It could be claimed therefore that 'responsibility' in both industry in general, and the docks in isolation, were of a lesser priority.
- 4) In relation to 'working hours', M & H's findings ranked this item fifth in 1967/9. Conversely, S D attached greater importance to it at a similar period (1970) and ranked it third. This could be attributed to the fact that when 24 hour working was indicated during the Blue Book, it would make Southampton the first port to give such a cover. In S D there appears to be a relationship between 'manning' and 'working hours' insofar as they both increase in importance in 1978 (when unitisation was extended). By 1981/82 both factors had dropped in ranking order to below the original 1970 rankings.

Considering the low importance given to 'quantity of work', it could be suggested that actual working hours were governed by the level of manning, and over a period of time, the agreed manning levels led to 'working hours' becoming a less important element.

- 5) Regarding 'organisation of work', McKersie and Hunter found that it occupied a much more important role in clerical groups than in manual groups. However, when both groups were combined this factor ranked sixth in both 1963/66 and 1967/69. S D, on the other hand, placed it third in 1970, fifth in 1978 and fourth in 1981/82. This is probably attributable to the new form of the supervisory structure and the creation of new work-group systems implied in the process of container berth operations. (This not only affected RDW's but also foremen, as Stephen Hill clearly described in 'Dockers: Class and Tradition in London'). (1)

Excluding S D 1981 rankings (because of the increase in ranking order of 'responsibility') there is a noticeable dissimilarity between M & H and S D rankings regarding 'working hours'; 'manning'; 'change of methods'. M & H placed them consistently in a varying order of either second, third or fifth. Conversely, S D placed them continually in an order of either first, second or third rankings. (see Table E)

In conclusion, there would appear to be little relationship between M & H and S D, except that McKersie & Hunter found in the transport and communication industries 'manning' took prior place, as it did in S D. This raises the question: could the dissimilarities of both findings be attributed to the 'quantity of work' feature in S D being of minor importance, as it was ranked last, and so affecting the results of the other features.

Analysis of Reward Features

Table E displays the reward features of M & H and S D findings. It can be seen that in both observations 'increased earnings' ranked first on all occasions; while 'other rewards' maintained a constant fourth position in order of importance. Another correlation was that the S D findings of 1970 and 1978 were identical, and could indicate a definite stability of negotiated collective bargaining elements over an eight year period.

The findings of M & H placed 'redundancy payments' fifth, while S D apportioned it last (sixth position) on all three observations. This could probably be attributed to an extremely strong feeling by the RDW's that they were not keen to negotiate the sale of jobs.

'Ex gratia payments' featured fourth and sixth in M & H observations, and in S D it found a mid-way point at fifth place in 1970 and 1978, but rose to third place in S D by 1981.

'Greater leisure' held second place in M & H, while S D placed it third in 1970 and 1978. This may be attributed to S D shop stewards having an awareness that there existed a relationship between 'manning' and 'greater leisure'. It therefore did not attract the importance given to it in industry in general, as found by M & H. This concept is substantiated by the element of 'greater leisure' slipping to fourth in 1981/82.

'Greater leisure' was placed second in the rankings of M & H and third in S D in 1970 and 1978; conversely 'improved fringe benefits' came third in M & H and second in S D in 1970 and 1978.

'Increased earnings' ranked first in both M & H and the S D findings. Furthermore, 'increased earnings'

featured first in 90 per cent of the 4091 agreements analysed by McKersie and Hunter. This would suggest that at shop floor level higher productivity indicated increases in pay. In the case of Southampton Docks this was by far the most important feature at all stages, but particularly so in 1970 when the Blue Book was introduced.

McKersie and Hunter commented that in practice it would have been more useful to have had some breakdown of the ways in which increased earnings were given to workers, for example, by transfer from piece-work to day rates or straightforward increases in basic rates.

In the case of the Blue Book, the change from piece-rates to a guaranteed weekly wage was without doubt the single most important factor of the deal. Some shop stewards saw 'increased earnings' not only as a prospective increase, but also as an opportunity to earn a social wage. This would erase an invidious system inherent in the docks which had led to work being an ad-hoc arrangement.

The stability of an 'increased earnings' potential possibly led to the reason for 'fringe benefits' maintaining second ranking throughout all three periods. Such fringe benefits as job security and rostering duties to illiminate unfairness was rated first by some respondents and featured high overall.

In conclusion, the productivity bargaining experience of Southampton Docks, in view of rewards and achievements, was not typical of industry in general, when compared to McKersie and Hunter's findings.

Response Ratings of Areas of Industrial
Relations Examined by Devlin

The method used to construct a frequency distribution of the areas of concern examined by Devlin (questions 3-12) was to build a matrix from the respondents' answers. This was achieved by allotting a score from 1 to 5 to the corresponding areas examined by Devlin. Responses were taken for periods of 1970, 1978 and 1981. From the information obtained an analysis was made.

TABLE G

Respondents' Rankings of Q3 to Q12 1978

	R1	R3	R4	R6	R7	R8	R9	R10	R12	R13	R14	R15	R18	R19	R21	R23	TOTAL	RANK	MEAN
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Q3	2½	3	3	4	4	4	3	3	2	4	3	3	1	3	5	4	51½	9	3.22
Q4	3	4	4	5	5	3	4	4	3	4	4	4	4	4	5	3	63	3	3.94
Q5	5	5	3	5	5	2	3	5	2	5	4	5	5	5	5	5	69	1	4.31
Q6	2	2	4	4	5	4	4	4	3	5	4	5	4	3	5	3	61	5	3.81
Q7	3	3	4	4	5	4	3	4	4	4	4	5	4	3	5	4	63	3	3.94
Q8	3½	3	4	4	5	3	4	5	2	4	3	5	5	4	5	4	63½	2	3.96
Q9	3	3	3	3	1	3	4	2	2	4	3	1	3	4	4	4	47	10	2.94
Q10	2	3	3	4	2	4	4	3	2	5	2	4	5	4	5	4	56	7	3.50
Q11	3	2	3	4	4	4	4	1	1	5	3	1	5	4	5	4	53	8	3.31
Q12	3	2	4	4	4	4	5	2	2	4	2	3	5	4	5	4	57	6	3.56

TABLE H

Respondents' Rankings Q3 to Q12 1981/82

	R1	R3	R4	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15	R16	R18	R19	TOTAL	RANK	MEAN
Q3	3	1	2	1	1	3	2	2	3	1	3	1	4	1	4	1	32	9	2.0
Q4	3	1	3	4	5	2	4	3	3	3	1	3	3	1	3	1	47	6	2.94
Q5	2	3	3	3	3	3	3	2	5	5	1	5	5	3	3	3	54	1	3.38
Q6	2	2	2	2	2	3	4	2	2	4	2	4	3	4	1	41	8	2.56	
Q7	2	2	2	3	5	3	3	3	1	3	2	5	2	3	3	45	7	2.81	
Q8	3	2	3	3	4	4	3	3	3	4	3	3	4	3	4	51	2	3.19	
Q9	1	1	1	3	1	2	1	3	1	2	1	1	3	2	3	25	10	1.56	
Q10	3	1	2	3	2	3	5	3	5	2	4	5	3	4	1	50	4	3.13	
Q11	3	2	2	4	4	4	5	1	1	3	4	3	4	4	2	49	5	3.06	
Q12	3	3	3	4	2	4	5	2	3	2	4	2	4	4	3	51	2	3.19	

TABLE I

Respondents' Rankings and Mean to Q3 to Q12

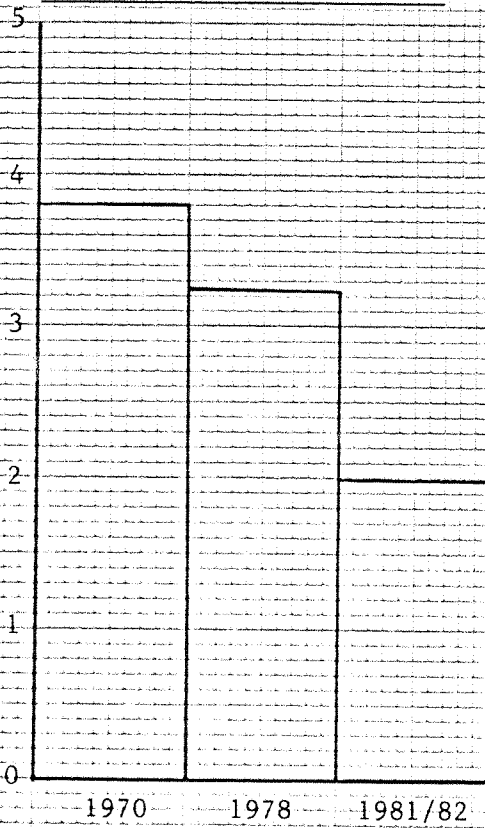
1970 - 1978 - 1981/82

	<u>1970</u>		<u>1978</u>		<u>1981/2</u>	
	<u>RANK</u>	<u>MEAN</u>	<u>RANK</u>	<u>MEAN</u>	<u>RANK</u>	<u>MEAN</u>
Q3 Industrial Relations	7	3.8	9	3.22	9	2.0
Q4 Job Security	4	4.3	3	3.94	6	2.94
Q5 Preferential Treatment	1	4.6	1	4.31	1	3.38
Q6 Responsibility	8	3.75	5	3.81	8	2.56
Q7 Structure of Management	4	4.3	3	3.94	7	2.81
Q8 Amenities	10	3.45	2	3.96	2	3.19
Q9 Inter-Union Relations	9	3.7	10	2.94	10	1.56
Q10 Overtime Arrangements	6	4.0	7	3.50	4	3.13
Q11 Pay Structure	3	4.4	8	3.31	5	3.06
Q12 Effects of Blue Book	2	4.5	6	3.56	2	3.19

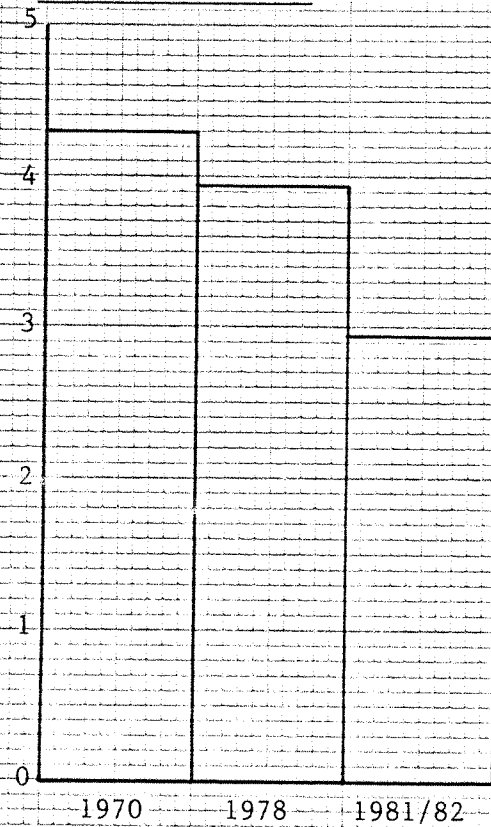
TABLE J

MEAN SCORES OF Q3 TO Q12 1970-1978-1981/82

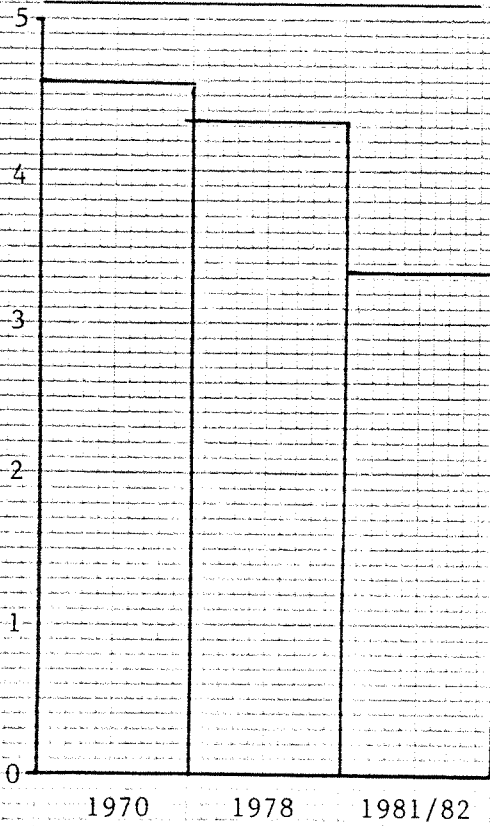
Q3 - INDUSTRIAL RELATIONS



Q4 - JOB SECURITY



Q5 - PREFERENTIAL TREATMENT



Q6 - RESPONSIBILITY

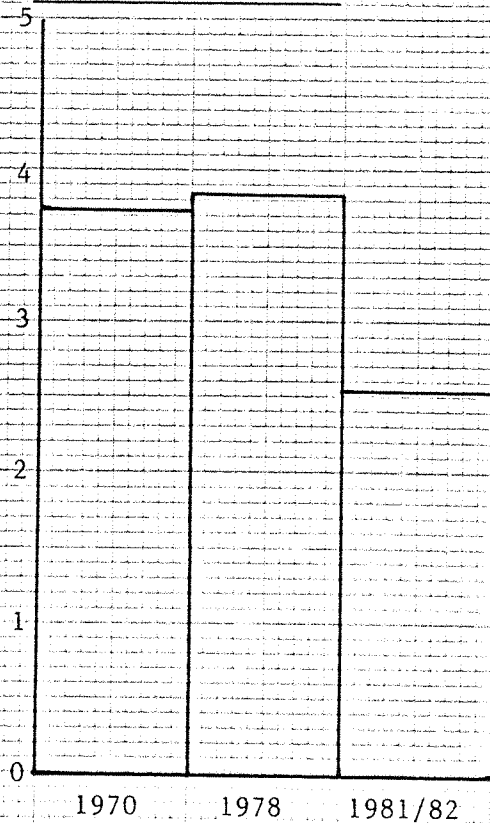
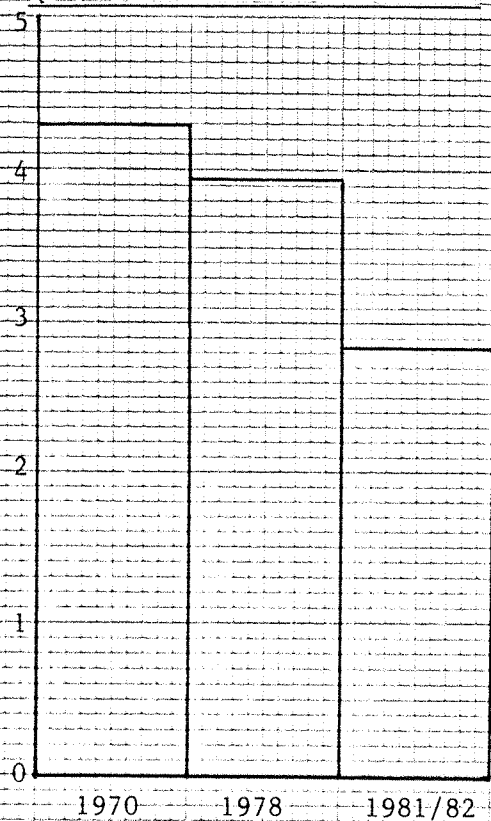
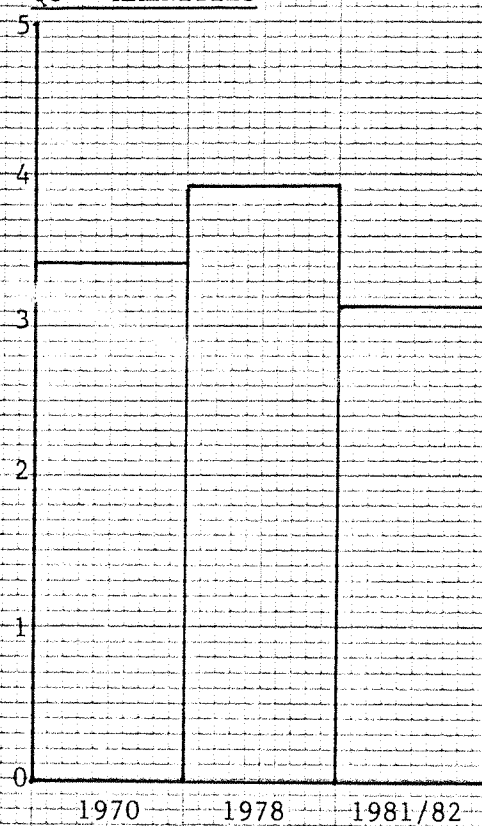


TABLE K

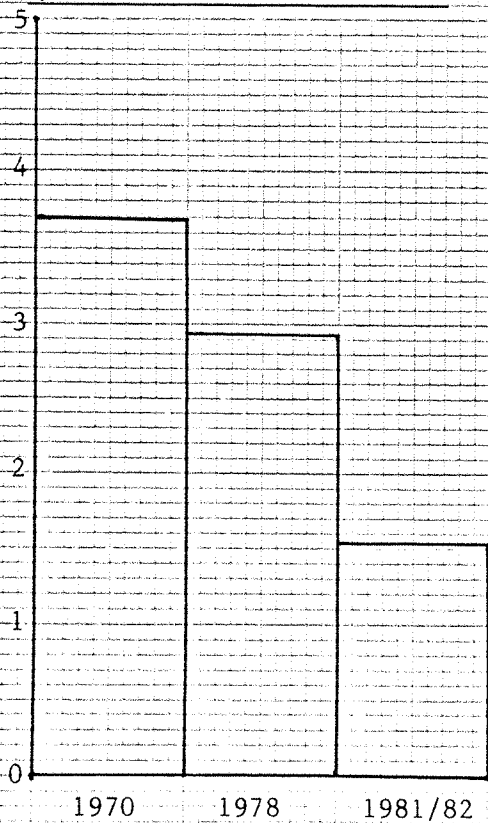
Q7 - STRUCTURE OF MANAGEMENT



Q8 - AMENITIES



Q9 - INTER-UNION RELATIONS



Q10 - OVERTIME ARRANGEMENTS

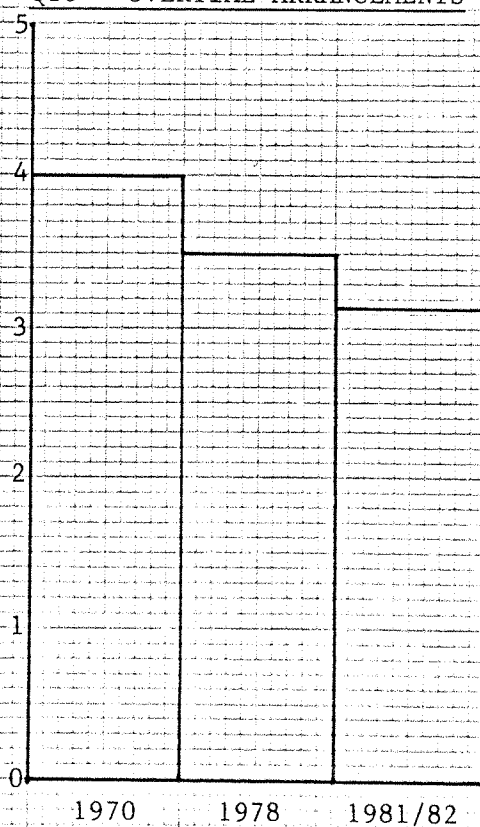
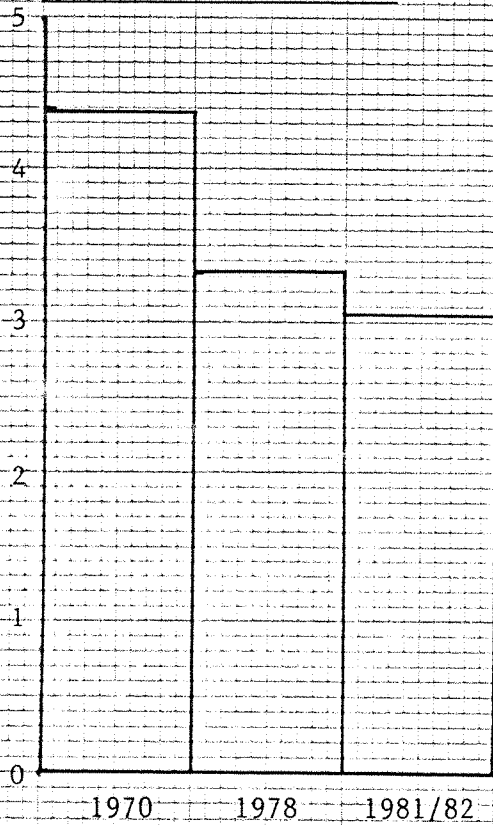


TABLE L

Q11 - STRUCTURE OF PAY



Q12 - EFFECTS OF BLUE BOOK

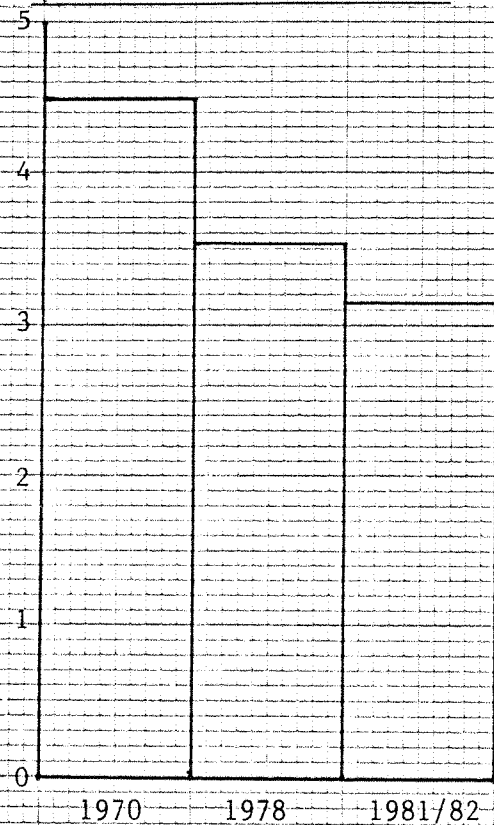


TABLE M

Sub-Group of Six who negotiated in 1970:1978:1981/821970 FINDINGS

	R1	R3	R4	R8	R9	R13	TOTAL	RANKING	MEAN
	1	2	3	4	5	6			
Q3 Industrial Relations	4	4	5	4	4	4	25	4	4.17
Q4 Job Security	4	5	5	4	4	5	27	2	4.50
Q5 Preferential Treatment	5	5	5	5	5	5	30	1	5.00
Q6 Responsibility	3.5	4	3	4	5	4	23.5	8	3.92
Q7 Structure of Management	4	4	3	5	5	5	26	3	4.33
Q8 Amenities	3.5	3	3	5	4	4	22.5	9	3.75
Q9 Inter-Union Relations	3	4	4	3	3	5	22	10	3.66
Q10 Overtime Arrangements	3	3	4	5	5	5	25	4	4.17
Q11 Structure of Pay	4	4	4	4	5	5	26	3	4.33
Q12 Effects of Blue Book	4	5	5	4	5	4	27	2	4.50

1978 FINDINGS

Q3 Industrial Relations	2.5	3	3	4	3	4	19.5	10	3.25
Q4 Job Security	3	4	4	3	4	4	22.0	3	3.67
Q5 Preferential Treatment	5	5	3	2	3	5	23.0	2	3.83
Q6 Responsibility	2	2	4	4	4	5	21.0	4	3.50
Q7 Structure of Management	3	3	4	4	3	4	21.0	4	3.50
Q8 Amenities	3.5	3	4	3	5	4	22.5	2	3.75
Q9 Inter-Union Relations	3	3	3	3	4	4	20.0	9	3.33
Q10 Overtime Arrangements	2	3	3	4	4	5	21.0	4	3.50
Q11 Structure of Pay	3	2	3	4	4	5	21.0	4	3.50
Q12 Effects of Blue Book	3	2	4	4	5	4	22.0	3	3.67

TABLE N

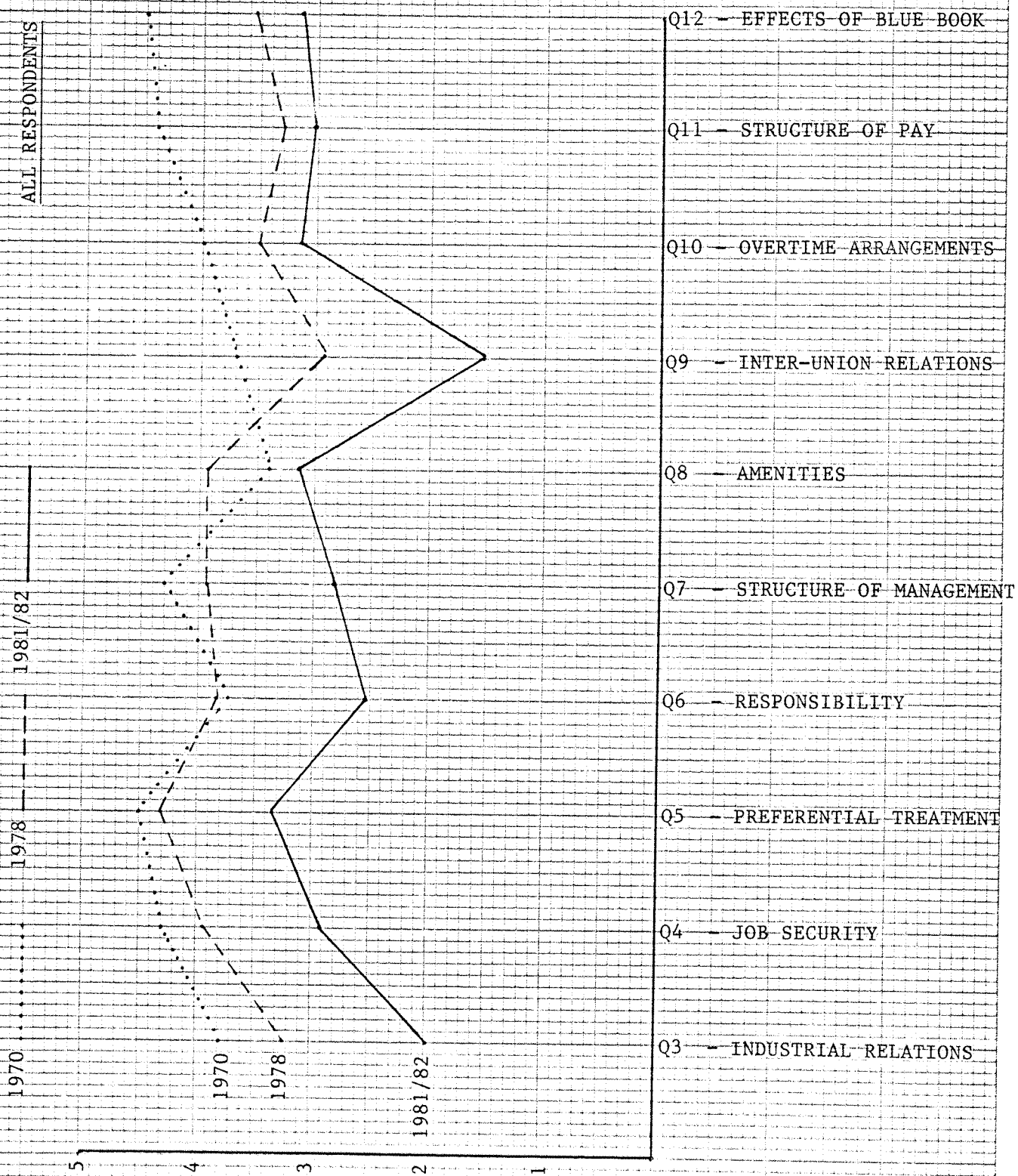
1981/82 FINDINGS

	R1	R3	R4	R8	R9	R13	TOTAL	RANKING	MEAN
	1	2	3	4	5	6			
Q3 Industrial Relations	3	1	2	3	2	4	15	7	2.50
Q4 Job Security	3	1	3	2	4	1	14	9	2.33
Q5 Preferential Treatment	2	3	3	3	3	5	19	3	3.17
Q6 Responsibility	2	2	2	3	4	4	17	6	2.83
Q7 Structure of Management	2	2	2	3	3	3	15	7	2.50
Q8 Amenities	3	2	3	4	3	4	19	3	3.17
Q9 Inter-Union Relations	1	1	1	2	1	1	7	10	1.17
Q10 Overtime Arrangements	3	1	2	3	5	4	18	5	3.00
Q11 Structure of Pay	3	2	2	4	5	4	20	2	3.33
Q12 Effects of Blue Book	3	3	3	4	5	4	22	1	3.67

	<u>1970</u>	<u>1978</u>	<u>1981/82</u>
Q3 Industrial Relations	4.17	3.25	2.50
Q4 Job Security	4.50	3.67	2.33
Q5 Preferential Treatment	5.00	3.83	3.17
Q6 Responsibility	3.92	3.50	2.83
Q7 Structure of Management	4.33	3.50	2.50
Q8 Amenities	3.75	3.75	3.17
Q9 Inter-Union Relations	3.66	3.33	1.17
Q10 Overtime Arrangements	4.17	3.50	3.00
Q11 Structure of Pay	4.33	3.50	3.33
Q12 Effects of Blue Book	4.50	3.67	3.67

TABLE O

ALL RESPONDENTS



Analysis of Blue Book Features

Table O indicates, with two exceptions (namely the 'responsibility' and 'amenities' features of the 1978 findings) that there was an overall deterioration of attitudes involving all aspects of the Devlin elements.

Table O displays that 'responsibility' increased in the 1978 figures, over those of 1970. Although, as one respondent stated during interview: 'By 1978 there were rumblings of discontent of the 1970 deal. It wasn't the copper-bottomed deal we thought it was.' The 1978 negotiations were seen as vital to maintain the numbers of RDW's in the port. It was considered that surplus labour could be absorbed by the existing and projected trade within the port.

Regarding 'amenities', it can be seen that they improved between 1970 and 1978. This is not surprising as they were strongly criticised by Devlin. The 1981/82 mean score for amenities shows a drop to its lowest point, denoting that the RDW's did not achieve their objectives on that issue.

Excluding those two factors, it can be observed that there was a downward trend on all the areas examined. It is worth noting that Table O could be further bisected by a horizontal line along the Q9 point. From Q3 to Q9 the graph shows a gradual reduction in esteem between the eight years from 1970 to 1978, whereas the shorter 3 year period of 1978 to 1981/82 highlights a much reduced assessment of the Q3-Q9 factors.

Conversely, from Q10 to Q12 the opposite is the case. This could be attributed to the fact that by 1978 it was considered by some respondents that although the 'overtime arrangements' were fair (because of the roster

system) there was increasing criticism that too much reliance was being placed on overtime working, i.e. the guaranteed seven shift concept. This explains why the 'structure of pay' factor fell significantly between 1970 and 1978, and again (but less so) at the 1981/82 point.

'Preferential treatment' received the highest score on all three periods observed and focussed the dockers' importance towards fairness. Apart from minor abuses, the roster system was highly regarded by all respondents. The 1981/82 drop in its rating was brought about by the claim that the RDW's were being treated less favourably than other work groups. The 'preferential treatment' factor moved from an inter-group element to an intra-group one, in that the RDW's claimed the foremen and checkers were being treated more favourably.

This may have led to 'inter-union relations' having the largest variation in ratings from the period of 1970 to 1981/82. Similarly, 'industrial relations' fell by a similar margin. It could be interpreted that a correlation between 'industrial relations' and 'inter-union relations' was established, albeit in a detrimental direction.

The contraction in the 'job security' ratings is noticeable, and by 1981/82 it was considered such as to be placed just below a 'fair' rating.

The revised 'structure of management' was favoured highly at the outset of 1970, but declined steeply over the 1978-1981/82 period. Having a single management to negotiate against was an initial advantage after the Blue Book. However, criticism was made of management's ability and complacency in the ensuing period.

Having considered the elements examined by Devlin, the findings of all the respondents demonstrate the 'effects of the Blue Book' at its commencement in 1970, as midway between 'favourable and 'very favourable'. By 1978 the rating had fallen to a midway point between 'fair' and 'favourable'. More importantly, the Blue Book continued to maintain a position above being a 'fair' deal during the 1981/82 era.

Table P illustrates the findings of the sub-group of six, who having negotiated and experienced the Blue Book since its inception, may have perceived the impact of the agreement extrinsically.

There is a readily visible uniformity between Table O and Table P. The main differences are that as a group, the sub-group of six rated more emphasis on 'preferential treatment'. The sub-group did not view 'industrial relations' as regressive as the overall group; but laid greater emphasis on the reduction in 'inter-union relations'.

The sub-group also viewed 'job security' with more concern when compared against the group as a whole between the periods of 1970 to 1978 and 1978 to 1981/82.

'Overtime arrangements' and the 'structure of pay' shared similar values but the 'effects of the Blue Book' maintained a rating that was the same in 1981/82 as it was in 1978.

This suggests that the sub-group were more appreciative of the gains made by the Blue Book, having experienced the inequities of the casual system. Furthermore, some respondents outside the sub-group thought that the Blue Book had been 'overtaken by events', whilst those within it viewed it as the mainstay of all later agreements.

Main Conclusions of Survey

As was stated in the introduction to this dissertation, the implementation of containerisation raised a number of questions for research, namely:-

- to assess whether the Southampton Docks Blue Book was typical of the productivity packages and agreements surveyed by McKersie and Hunter in 1973.
- to examine the attitudes of the negotiating shop stewards, and analyse their responses to the areas enquired into by Devlin.
- to analyse the major topics of concern which emerged as a result of the initial productivity agreement.

Regarding the first question, the research shows some similarities when compared to McKersie and Hunter's findings. For example, similar to many agreements examined by McKersie and Hunter, 'increased earnings' was ranked above all else in the Blue Book 'reward features'. This would suggest that productivity = pay. The wage advance obtained in a productivity agreement was a function of an intra-plant cost benefit exercise. The changes in work practices undertaken by the labour force directly financed the benefits received by the workers in the arrangement of higher wages.

The reward feature rankings remained unaltered over the period of 1970-78, and only marginally so from 1978-81. This enforces the priority given to the issue of pay over a sustained period.

In his analysis of productivity bargaining, Tony Cliff observed that: 'When the employers prepare the ground for productivity deals, they are all sugar and honey The question we have to ask is this: is the sugar on the pill as thick as they pretend?' (see Footnote on page 216).

Cliff further suggested that the sugar-coating depended very much on whether the industry was growing or declining. Furthermore, there was a direct relation to the strength and determination of the workers organisation in the industry.

In considering the docks, a major change to trade union organisation took place as a result of the Devlin Final Report recommendations, which encouraged Local Modernisation Committees. The impact of these committees was a paradoxical one. On the one hand they increased shop floor power at local level by widening the scope of local bargaining, and on the other, national solidarity and cohesion was diminished.

Another critical view was expressed by Tony Topham, in that productivity deals were associated with redundancy both as a cause and effect. (2) This could not be said in the case of the Southampton Blue Book. A consistent and high priority was given to 'mannings' (see Table E), while 'job security' was judged to be 'fair'. The protection afforded by the Dock Labour Scheme could have attributed to this point of view.

Regarding 'quantity of work', the survey displays a marked contrast to the findings of McKersie and Hunter. In their study 'quantity of work' ranked fourth in 1963/66, and first in 1967/69. At Southampton Docks this factor ranked last (seventh) in all observations, i.e. 1970, 1978 and 1981. This could be attributed to the ending of the casual system and the introduction of a guaranteed weekly wage.

However, because the local bargaining position was strengthened immediately after 1970, 'manning levels' were not a matter of major concern because they were maintained

Footnote: T. Cliff 'The Employers Offensive : Productivity Deals and How to Fight Them', p.27, 1970. Cliff gives a well documented, although sometimes emotional, account of productivity bargaining.

artificially high. In addition, the study shows that the 'quantity of work' factor was a topic of minor significance. Against this background, the custom and practice of 'welting' and 'spelling' was preserved, which was to become a central feature of dockland industrial relations.

Devlin described 'welting' and 'spelling' as highly organised forms of bad time-keeping. This practice remained prevalent at Southampton Docks and together with the custom of 'job and finish', this led to a renewal of casual attitudes.

The method of supervision at the container berths was in part responsible for this situation. The area of responsibilities regarding supervision was at best hazy and at worst badly defined. Due to the contractual allocation of labour for container berths, supervisors had no direct control over the workforce because labour and supervision were supplied by different employers. The traditional manner of supervising labour, namely the foreman/docker relationship ended when containerisation was established. As a consequence, discipline became a nebulous area and was exploited by the docker. (3)

Finally, to return to the question raised by Topham, the findings presented in Table O and Table P indicate that the overall effects of the Blue Book, namely the quid-pro-quo, was judged to be between fair and good for the twelve years following the deal.

In conclusion, the study suggests that the concept of productivity bargaining as a 'buy-out' method of conducting industrial relations was a credit-worthy approach, and gave direction to an eleven year period of radical and rapid industrial change. Through productivity bargaining, the Blue Book Agreement provided a platform

of joint-negotiation throughout the 1970's. Although being overtaken by supplementary agreements by 1980, it remained a much respected agreement and one that led Southampton into the container age.

In Retrospect

The 1970 Blue Book and 1978 SAECS negotiations were conducted in a climate of relative economic prosperity. By 1981 however, with the pending privatisation of the docks imminent and a world economy in recession, the 1981 disputes created group self interest in job protection together with differences of opinion over differentials.

A central feature of 'integrative bargaining' during the 1960's had been the principle of 'sharing the cake'. This raises the question as to whether the approach adopted at Esso Fawley, where all trade groups negotiated jointly, should have been the method adopted in Southampton Docks. Before this is discussed it should be noted that there was a major dissimilarity between Southampton Docks and Esso Fawley. The latter had several thousand workers at the plant who were subcontracted rather than fully employed by Esso.

The main advantage of using Esso's joint union approach would have been that 'differentials' could have been agreed at the inception of containerisation.

The importance of differentials had been seriously considered by the NBPI during the 1960's. The view of the NBPI was that where a productivity package was struck within a plant, the agreement covering the section of the main protagonists should also take into account the effect on differentials between other groups who might not be able to take part in productivity bargaining.

The Board firmly intended that consequential increases to preserve differentials should be included in the initial bargain, with the effect of spreading the gains more thinly over a wider group.

The Southampton Blue Book had no such undertaking regarding monitoring differentials. Once the Blue Book was established, normal distributive bargaining returned, with each group protecting their own vested interests.

It must be said however, that at the time of negotiating the Blue Book, none of the stewards (or management for that matter) had any idea what the outcome of containerisation would be. This would confirm that the 'package' introduced at Southampton was a 'buy-out' type, and future negotiations would take place under a 'distributive bargaining' umbrella. Containerisation was established at Southampton very much on a trial and error basis, but it must be said that the Blue Book was a major and successful achievement. For the twelve years studied in this dissertation it provided the central pillar on which industrial relations was based in Southampton Docks.

Comprehensive productivity bargaining in the docks was only a temporary phenomenon. The need for such agreements was principally due to the pressures placed on pay negotiations by the constraints of incomes policy set against the background of the re-industrialisation of the port industry. Management backed down from continuing them possibly because of their belief that they encouraged workers to develop work practices which would have to be bought out again.

CHAPTER 8

FINAL CONCLUSIONS
AND POLICY CHECKLIST

The principal aim of the study was to examine the degree to which the impact and implications of technological change through the Devlin modernisation programme and the related subsequent comprehensive productivity agreement influenced sequential developments in industrial relations in Southampton Docks. To achieve this objective some major topics were explored, and will now be considered by way of conclusion.

Firstly, there is the question of the ability of trade union training and education to cope with productivity bargaining. Secondly, the shift in direction in managerial control towards industrial relations is answered. An important element of this topic is the extent to which the exclusion of non-dockworker grades from the initial productivity package laid foundation for subsequent industrial relations problems. Thirdly, the change in trade union attitudes towards productivity bargaining which shifted from initial support to subsequent criticism is concluded upon. Finally, I will make a policy list of recommendations for trade union shop stewards becoming involved in negotiations embracing new technology. A final comment will be made on the future industrial relations scene in the port.

Trade Union Training and Education

The productivity/modernisation negotiations in the docks took place at two levels. Firstly, negotiations took place nationally which established decasualisation

in the docks; and secondly, at local level, which implemented modernisation to separate ports.

National Level Negotiations

The research shows that the decasualisation negotiations were conducted locally and co-ordinated nationally. However, although the concept of productivity bargaining was indicated by the Devlin Commission and encouraged by Government, its mechanics, advantages and disadvantages, pitfalls and implications were not isolated and examined by the union side during the lengthy negotiations. Subsequently, no formal training programme was introduced for national negotiators to equip them for an awareness of the revised collective bargaining structure brought about by the new orthodoxy. Thus, productivity bargaining was viewed by the union side as an experimental form of bargaining, rather than a tool of management used to implement radical working arrangements to the place of work. In addition, the major factor of the modernisation side of the negotiations, i.e. containerisation, was not enquired into in any great detail. Therefore, obviously the impact of future prospects as a consequence of modernisation were largely overlooked at this level.

Local Level Negotiations

At the start of the local modernisation committee negotiations, productivity bargaining was not widely understood by the shop stewards. In the main, it presented the union with an opportunity to offer a management consultant type flow of information in a joint problem-solving exercise through a workpeoples 'working party'. It was not until the direction and content of negotiations had been embarked upon at length did one of the negotiating team for the union side (having obtained material relating to productivity bargaining) realise the importance containerisation would have on the port and industry

more generally. At that stage the pattern of negotiations were so entrenched the position was ultimately irreversible.

Furthermore, the only local opposition to the implications of containerisation was expressed by the International Socialists, whose main aim was to present an alternative to Devlin either in the way the industry was to be organised, or in the terms given to the dockers. The theme of opposition the International Socialists adopted was a propaganda campaign which attempted to win support from those dockers who felt they were being inadequately represented by trade union officials, and from those shop stewards who had become suspicious of the Devlin programme. The International Socialists did not influence the mainstream of negotiations because the non-political trade union members were, in the main, overwhelmed by the complexities of productivity bargaining. The International Socialists did, however, indicate through the Southampton Port Bulletin publications a constant warning of the pitfalls which could emanate from containerisation.

The research indicates that during the course of negotiating the modernisation package both the national trade union officers and local shop stewards were unprepared to grasp the implications of containerisation on two main grounds. Firstly, they received little or no information from management on the commercial and organisational background to the negotiations, and in fact they would probably not have known how to use such information even if it were forthcoming. Secondly, they had received no training from their union to prepare them for conducting negotiations involving the complexities of advanced technology. This, however, is most surprising taking account of the vast publicity, propaganda and encouragement afforded to the new orthodoxy. This therefore indicates how slow the union was in responding to changing management strategies, and led to a disadvantaged negotiating position on the part of the union side.

Managerial Control of Negotiations

The research suggests the 1970 Blue Book productivity package was a technique used by management to implement containerisation, rather than an indication of more fundamental, long-term change in the management approach to industrial relations. A major feature of the 1967/70 negotiations was the adoption of an integrative approach which was jointly problem-solving rather than a confrontational win-or-lose form of negotiations. The main protagonists involved in these negotiations were Registered Dock Workers.

By 1976 this form of bargaining had been abandoned by management as it no longer served their purposes. For example, when negotiations took place to extend containerisation through the South African trade talks between 1976-78, management's negotiating technique shifted from the central theme of 'productivity' (which was at the heart of productivity bargaining and the Southampton Blue Book) to one of 'efficiency' embracing a terminal team concept within the container terminal. This shift in concept and approach to negotiations by management heralded a return to the traditional distributive or 'pressure' bargaining, i.e. your gain is my loss. However, the principle of the productivity concept was as justified and deserving in the 1976 South African negotiations as it was in the original 1970 Blue Book productivity talks. The Department of Employment policy and criteria at that time (1976-78) substantiates this fundamental issue.

This clearly demonstrates that it was management who established the framework, direction and pattern of both series of negotiations. Conversely, the union's role was a reactive and responsive one. This would support Topham's concept of productivity bargaining

as attempting to incorporate the trade unions as instruments of management policy, and Cliff's criticism that it sought to undermine trade union control at shop floor level.

Managerial Control over Non-Dockworker Group

The 1970 Blue Book negotiations did not include a number of groups, i.e. foremen, checkers, cranedrivers and clerks. These groups were not as widely involved or directly affected by containerisation as were registered dock workers. In the subsequent negotiations which ensued throughout the twelve year period examined, the non-dock worker groups (which were by comparison much smaller bargaining units) achieved more favourable terms and conditions. This they managed by the smaller scale of costs involved, and by the relative strength of their bargaining position. In the long-term, these circumstances led to resentment by dockworkers and ultimately to the 1981 comparability disputes. In this respect, managerial manipulation of negotiations involving dockworkers during 1967-70 and 1976-78, unwittingly created an industrial relations problem which erupted a decade later. During the period of the 1981/82 disputes, management found it increasingly difficult to exert any form of control once inter-group rivalry was established. This lack of control was only contained by management's threats of wholesale redundancies by the ports' closure.

The research therefore points to the important role differentials play in industrial relations, and suggests they are inherently a complex phenomena. The study indicates that pay differentials are determined within a variety of bargaining units at different points in time. There are no co-ordinating mechanisms by which

differentials can be adjusted: the standard bargaining method is between employer and individual pay group and not between the pay groups themselves. However, the social-fairness function of occupational differentials would appear to have a high level of tolerance which is in-built in part by ignorance of intra-plant pay mechanisms, and in part by an unseen acceptance of the hierarchial structure of an intra-plant labour market. It is therefore important to stress the comparative role between hourly rates and annual earnings potential. Inter-group conflict occurs only after a massive catching-up exercise is deemed necessary. Furthermore, only if management take the initiative can fair pay structures be negotiated and agreed upon. In this way management can maintain adequate control over differentials, the unions can share in the determination of pay levels, and employees can be fairly treated.

Trade Union Attitudes

The study demonstrates by empirical research, albeit somewhat surprisingly, that having negotiated major agreements under a framework of management guidance and direction, the shop stewards attitudes towards the Blue Book package agreement had changed very little after a twelve year period.

The overall shop stewards response ratings of 1978 as compared to those of 1970 were lower in esteem. Similarly those of 1981 were less than the 1978 ratings. This would suggest that the 'novelty' of the improved industrial relations atmosphere created by the productivity bargaining process and integrative bargaining technique had worn off.

After the internal disputes of 1981/82, industrial relations and inter-union relations in the port were at their lowest, but surprisingly the key factors of productivity bargaining, i.e. pay structure, overtime

arrangements and the all-embracing impact of the Blue Book, consistently remained above the 'fair-deal' rating position of the scale used. This would indicate that the overall conditions implemented within the Devlin programme, in return for accepting sweeping changes in work practices, together with their inherent pitfalls and problems, were assessed on balance as a fair exchange by the shop stewards, for the 12 year period studied. However, the novelty factor of the new orthodoxy lay in the range and depth of their coverage rather than in the concept of productivity bargaining itself. This in itself raises the question of how important and what role was played by psychology in the Blue Book negotiations of the ensuing period studied?

The study clearly shows that negotiations conducted in an atmosphere allowing worker participation and worker - management co-operation (as was the case in the Devlin negotiations) can greatly improve industrial relations, which is in part the result of the emotionally based attitudes of the workers rather than of the objective difficulties of the situation. This suggestion would support the work conducted by Elton Mayo (1880-1949), who has been referred to as the founder of both the Human Relations movement and of industrial sociology. Mayo was closely associated with the famous Hawthorne Experiment which showed the importance of groups in affecting the behaviour of individuals at work and enabled him to make certain deductions about what managers ought to do. Mayo's generalisation was that work satisfaction depends to a large extent on the informal social pattern of the work group. Where co-operation is established because of the feeling of importance, physical conditions have little impact.

The significance of the Hawthorne investigation relative to this study was in discovering the informal organisation

which it is now realised exists in all organisations. It demonstrated the importance to individuals of stable social relationships in the work situation. For Mayo, one of the major tasks of management is to organise spontaneous co-operation; conflict, competition and disagreement are to be avoided by management understanding its role in providing the basis of group association. The failure to recognise this statement was in part responsible for the 1981/82 disputes. To quote Mayo, 'management succeeds or fails in proportion as it is accepted without reservation by the group as authority and leader'. Therefore, it could be concluded, on the basis of this study, that the state of industrial relations within an undertaking is very much dependent on management, and their realising its role in furnishing a platform for inter-group participation.

However, whether this objective is significant at present for management is another topic and has to be set against the background of changing management strategies in industrial relations. It could be argued that the so-called 'macho-management' (initially associated with Michael Edwardes at B.L. and Ian MacGregor at B.S.C.) has become the order of the day; that 'macho-management' is going into a second phase, i.e. an attack on trade unionism itself. This trend is supported by the government's insistence that civil servants at G.C.H.Q. gave up their trade union membership and I.C.I.'s withdrawal of recognition from the Association of Management and Professional Staffs. Furthermore, there have also been media reports suggesting that 'union-busting' consultancies are being established in Britain.

Assisted by world recession, managements have been able to shift the emphasis in collective bargaining from joint regulation to joint consultation. Thus, the consultative approach it would appear, is favoured

by many of British managements at present. If the objectives of business and industry in general are to be achieved, there will have to be substantial changes in a wide variety of working arrangements and practices, as was the case in the 1960's and early 1970's which embraced the productivity bargaining era. Similarly, such changes need to be managed with the minimum of disruption, whatever the implications for existing employees. Within the management 'consultative' approach it is important for employers to explain to their labour force the pressure they (management) have to cope with. In other words, the 'consultative' approach requires a very significant element of what the American negotiating theorists Walton and McKersie call 'attitudinal structuring'. This would imply a revival of the integrative bargaining approach after managements reflected disquiet with the developments in collective bargaining in the latter 1970's. However, under the present industrial climate the fragmented trade union organisation, such an approach might be seen as 'union by-passing', either in the sense of a management preference for dealing with an inexperienced lay official or of a refusal to use union officials as the only communication link with employees. In the light of the evidence of this study I conclude with a policy checklist of recommendations for trade unionists.

POLICY RECOMMENDATIONS

As a trade union member, I feel that lessons have been learned from the Southampton Blue Book experience and its consequential impact on industrial relations. Trade union negotiators involved in bargaining which introduces new forms of technology could consider the policy checklist below.

- (1) Become familiar with the changing managerial strategies and the influence they cause to machineries of negotiation. Furthermore, understand the major areas of industrial psychology and industrial sociology which influence management thinking.
- (2) Reach terms which permit union negotiators paid time off for training and education purposes, with particular reference to the use of information and access to research on new technology.
- (3) Be particularly mindful of the effects new technology has in increasing managerial control over 'job content', i.e. regarding computer technology, outputs (work functions) can subtly be altered by inputs away from the workplace or office.
- (4) Unions should rethink and revise their local area structure. Instead of providing a scarcely needed back-up service to powerful groups, all unions should develop an extensive network of local officials having the ability to cope with the many problems passed on by the local stewards.
- (5) Establish inter-union liaison committees at the outset and negotiate with management at workplace level on a single and unified basis where practicable.

- (6) A 'preliminary assessment' stage should be demanded in order to consider the impact and possible alternatives of managements' main proposals.
- (7) The joint-union liaison committee should, as part of negotiation, agree with management a timetable of 'parallel progression', i.e. negotiations between both sides adhere to a sequential timetable, thus preventing one side or one group going too far too fast.
- (8) The liaison committee should establish in strict sequence, firstly, what changes will take place and what new duties will be required to be performed. Secondly, how many people the revised working arrangements will require, and thirdly, then assess the pay/work bargain having particular regard to differentials, which should, if possible, be agreed by all party to the deal before the implementation of the technology.
- (9) Insist on establishing a 'post-negotiations monitoring agreement' which has the power to invoke major reviews after the initial agreement. This will ensure an extension of the liaison committee and urge it to act as a 'fire-fighting' force to overcome inter-group difficulties.

NOTE: In the harsh realities of the 1980's it is debatable whether such agreements could be achieved. They could however, be part of union policy with a change in the industrial relations climate.

Furthermore, the revised union structure suggested will need to be supported by a stream of information and advice, i.e. analysing company plans and explaining the union response. These changes may mean an end to the relatively cheap era of post-war trade unionism, although membership resistance to higher subscriptions is likely to be considerable.

LIST OF APPENDICES

- APPENDIX 1 - National number of RDW's 1956-1977.
- APPENDIX 2 - Southampton Port piece-work rates 1965.
- APPENDIX 3 - Trade Union's Document used in their 1981 Wage Claim.
- APPENDIX 4 - RDW's 18 Month Agreement - 1st July 1981 to 31st December 1982.
- APPENDIX 5 - Joint Agreement between 2/28 RDW's Branch and 2/206 Foremen's Branch and BTDB, Southampton.
- APPENDIX 6 - Machineries of negotiation for RDW's, Foremen, Shed Clerks, Cranedrivers and Checkers, and background to structure of port industry.
- APPENDIX 7 - Interview questionnaire.

APPENDIX 1

National Number of Registered
Dock Workers, 1956 - 1977

APPENDIX 1

National Number of Registered
Dock Workers, 1956 - 1977

1956	78,722
1957	76,691
1958	74,132
1959	71,846
1960	72,550
1961	71,679
1962	66,811
1963	64,597
1964	64,083
1965	65,128
1966	62,522
1967	57,505
1968	54,481
1969	52,732
1970	46,912
1971	45,491
1972	41,247
1973	34,509
1974	34,582
1975	33,638
1976	31,062
1977	29,470

SOURCE: National Ports Council Annual Digest Report

APPENDIX 2

Southampton Port Piece-Work Rates 1965

SOUTHAMPTON PORT EMPLOYERS' ASSOCIATION.
(Stevedoring, Quay & Allied Labour).

PIECEWORK RATES INCLUSIVE OF NATIONAL PERCENTAGE INCREASES
 UP TO AND INCLUDING THOSE OPERATIVE ON AND FROM MONDAY,
 30TH NOVEMBER 1964 VIZ. ("BLUE BOOK" RATES + 10.5 PER CENT
 + 8 PER CENT + 7.5 PER CENT + 5.35 PER CENT + 4.52 PER CENT
 + 3.5 PER CENT + 5 PER CENT + 5 PER CENT) AND INCLUDING LOCAL
 AMENDMENTS TO RATES AS AT 15TH JANUARY 1965.

DISCHARGING EX SHIP AND LOADING AWAY EX SHED.

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
1. <u>BALES</u>				
Bacon	3/5½d	-	-	8/3d
Bagasse	3/8d	-	-	9/8½d
Bark (Wattle)	-	4/1½d	-	{
Basils	3/11d	-	-	{
Beaver Board	3/11d	-	-	{ 8/3d
Buchu	-	4/1½d	-	{
Coir	3/8d	-	-	{
Cork 48 lbs. pack	-	9/2½d	-	-
Cotton	3/8d	-	-	8/3d
Esparto grass	5/2¾d	-	-	9/8½d
Feathers	3/8d	-	-	{
Felting (tarred)	3/1½d	-	-	{
Felting (not tarred)	3/5½d	-	-	{
Flax	{	-	-	{ 8/3d
Fibre	{	-	-	{
Gunnies	{ 3/8d	-	-	{
Hair	{	-	-	{
Hay	5/1d	-	-	9/8½d
Hemp	3/8d	-	-	8/3d
Hessian	3/8d	-	-	8/3d
Hides (dry)	-	4/11d	-	9/8½d
Hides (wet)	-	4/11d	-	8/3d
Hooves and Horns	-	4/11d	-	8/3d
Hops	3/11d	-	-	9/8½d
Jute	3/8d	-	-	8/3d
Kapok	4/4½d	-	-	9/8½d
Leather (Cape)	-	4/11d	-	8/3d
Leather (loose bundles)	-	4/11d	-	9/8½d
Linoleum	2/8¾d	-	-	{
Mohair	-	4/1½d	-	{
Newsprint	3/5½d	-	-	{ 8/3d
Paper (other than Newsprint)	3/8d	-	-	{
Paper Pulp	4/1½d	-	-	{
Piasava	-	5/2¾d	-	9/8½d
Raffia	3/8d	-	-	{
Rags	3/8d	-	-	{ 8/3d
Rubber	3/5½d	-	-	{
Skins (Karakuls)	-	10/6d	-	10/6d
Skins (Rabbit)	-	5/11½d	-	9/8½d
Skins (Sheep)	-	5/2¾d	-	9/8½d
Sisal	-	4/1½d	-	{
Tobacco	-	4/4½d	-	{ 8/3d
Wax	3/2¾d	-	-	{
Wool	-	4/9d	-	10/-d
Wool, Sheepskins & Hides (dry) (To Road Vehicles)	-	-	-	Time Rate + 6/6d.

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
2. BAGS				
Antimony Ore	-	3/5 $\frac{1}{4}$ d	6/4 $\frac{1}{2}$ d	-
Apple Pomace	-	4/1 $\frac{1}{4}$ d	-	-
Asbestos (normal size and weights)	-	5/6d	8/6d ϕ	-
Asbestos (small paper bags - 83 to ton)	-	8/6d	11/11d	-
Asbestos (normal size slack bags)	-	6/7 $\frac{1}{4}$ d	-	-
Asphalt	{	-	{	-
Barley	{	-	{	-
Beans	{ 3/- $\frac{1}{4}$ d	-	{	-
Bonemeal	{	-	{	-
Borax	{	-	{	-
Bran	{ 3/5 $\frac{1}{4}$ d	-	{ 6/4 $\frac{1}{2}$ d	-
Bulbs	{ 3/5 $\frac{1}{4}$ d	-	{	-
Carrots	{	-	{	-
Cement	{ 3/- $\frac{1}{4}$ d	-	{	-
Cocoa	{	-	{	-
Coconuts	{ 4/2 $\frac{1}{2}$ d	-	{	-
Coffee	{	-	{	-
Concentrates	{ 3/- $\frac{1}{4}$ d	-	{	-
Copper Sulphate	{	-	{ 6/4 $\frac{1}{2}$ d	-
Copra	{ 3/8d	-	{	-
Cottonseed	{ 3/- $\frac{1}{4}$ d	-	{	-
Cucumbers ex Cape Vessels (160 to ton)	-	4/10d	-	-
Diatomite in 56 lb. bags	4/6 $\frac{1}{2}$ d*	-	-	-
Farina	{	-	{	-
Flour	{	-	{	-
Fuller's Earth	{ 3/- $\frac{1}{4}$ d	-	{ 6/4 $\frac{1}{2}$ d	-
Graphite	{	-	{	-
Grass Seed	{	-	{	-
Ground Nuts	{ 3/10d	-	{ 7/-d	-
Linseed	{ 3/- $\frac{1}{4}$ d	-	{	-
Lucerne Meal and Alfalfa	{ 3/5 $\frac{1}{4}$ d	5/4 $\frac{3}{4}$ d	{ 6/4 $\frac{1}{2}$ d	-
Maize	{ 3/10d	-	{	-
Mica (from Chambers) ex Cape	{ 4/- $\frac{1}{4}$ d	-	{	-
Middlings	{	-	{	-
Meal	{	-	{	-
Myrabolams	{ 3/- $\frac{1}{4}$ d	-	{	-
Nails	{	-	{ 6/4 $\frac{1}{2}$ d	-
Oats	{	-	{	-
Ochre	{ 4/6 $\frac{3}{4}$ d	5/2 $\frac{3}{4}$ d	{	-
Oilcake	{ 3/5 $\frac{1}{4}$ d	-	{	-
Onions	{ 3/- $\frac{1}{4}$ d	-	{	-
Onions (28lb. pack)	-	-	8/9 $\frac{3}{4}$ d	-
Ore	{	-	{	-
Palm Kernels	{ 3/- $\frac{1}{4}$ d	-	{	-
Peas	{	-	{	-
Phosphates	{	-	{	-
Platinum matte	-	5/-d	6/4 $\frac{1}{2}$ d	-
Plumbago	{	-	{	-
Pollards	{	-	{	-
Potatoes	{ 3/- $\frac{1}{4}$ d	-	{	-
Potatoes - Scotch ware	{	-	6/10 $\frac{3}{4}$ d	-
Potatoes - Irish and Scotch Seed	{	-	8/3d	-
Potatoes (38 lb. pockets) from Chambers ex Cape	{ 3/9 $\frac{3}{4}$ d	-	-	-
Rice	{	-	{	-
Rolled Oats	{	-	{	-
Sago	{ 3/- $\frac{1}{4}$ d	-	{	-
Saltpetre	{	-	6/4 $\frac{1}{2}$ d	-

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
2. BAGS (Cont'd).				
Seal Skins	-	4/1 ¹ / ₂ d	-	-
Semolina	-	-	-	-
Starch	-	-	-	-
Sugar (unrefined)	{ 3/- ¹ / ₂ d	-	{ 6/4 ¹ / ₂ d	-
Sugar (refined)	-	-	-	-
Sulphur	-	-	-	-
Synthetic rubber	-	-	-	-
Vegetables (28lb. pack)-	-	-	5/9 ¹ / ₂ d	-
Vegetables (38lb. pack)-	-	-	7/9 ¹ / ₂ d	-
Wattle Bark Extract	{ 3/- ¹ / ₂ d	-	{ 6/4 ¹ / ₂ d	-
Wheat	-	-	-	-
<p>o To take account of slack bags and loading to box wagon ex top floor etc.</p> <p>* Inclusive of normal dirty differential.</p> <p>N.E. When bags of over 200 lbs. are being handled, 9 man gangs shall be employed at a rate of 3/5¹/₂d (for Ochre 5/2¹/₂d) per ton, in lieu of 7 man gangs at 3/-¹/₂d (for Ochre 4/7¹/₂d) per ton, but if cargo comprises small and large bags, 9 man gangs shall be employed and the rate of 3/5¹/₂d (for Ochre 5/2¹/₂d) per ton shall apply throughout.</p>				
3. CASES.				
Aloes	-	3/8d	7/4 ¹ / ₂ d	-
Apples	-	-	-	-
(48 cases to ton)	-	3/1 ¹ / ₂ d	7/4 ¹ / ₂ d	-
(140 boxes to ton)	-	3/1 ¹ / ₂ d	10/6 ¹ / ₂ d	-
Apricots	-	-	-	-
(160 trays to ton)	-	5/7 ¹ / ₂ d	10/6 ¹ / ₂ d	-
U.C. Mail Vessels only-	-	-	12/7 ¹ / ₂ d	-
Bacon	3/2 ¹ / ₂ d	-	5/5 ¹ / ₂ d	-
Bananas in crates ex Cape -	-	4/8d	-	-
Battled Goods	-	3/8d	6/10 ¹ / ₂ d	-
Canned goods	-	3/8d	6/10 ¹ / ₂ d	-
Carrots (Hampers	-	-	-	-
Billets & Trays)	-	4/9 ¹ / ₂ d	-	-
Cauliflower	-	6/4 ¹ / ₂ d	9/4 ¹ / ₂ d	-
Cheese (crates)	-	4/8 ¹ / ₂ d	-	-
Citrus	-	-	-	-
Grapefruit	{	-	{	-
Lemons	{ 3/- ¹ / ₂ d	-	{ 7/4 ¹ / ₂ d	-
Oranges	-	-	-	-
Oranges in 7 cwt.	-	-	-	-
crates	5/2 ¹ / ₂ d	-	-	-
Cotton goods	{	-	-	-
Dried Fruit	{ 3/- ¹ / ₂ d	3/8d	7/4 ¹ / ₂ d	-
Egg Powder	-	4/8d	-	-
Egg Pulp	4/5 ¹ / ₂ d	-	{ 8/3d	-
Legs	-	4/9 ¹ / ₂ d	-	-
Ejector Bombs	-	9/6 ¹ / ₂ d	-	-
Empty Carbon Flack	-	-	-	-
Containers	-	5/8d	-	-
Evaporated Milk	-	3/8d	6/10 ¹ / ₂ d	-
Fondant	-	3/1 ¹ / ₂ d	-	-
Grapes	-	-	-	-
(65.88 lugs to ton)	-	5/2 ¹ / ₂ d	7/4 ¹ / ₂ d	-
(160 boxes to ton)	-	5/2 ¹ / ₂ d	10/6 ¹ / ₂ d	-
(Bulgarian 98.3 to ton) -	-	5/8 ¹ / ₂ d	-	-
(Famagusta)	-	5/9 ¹ / ₂ d	-	-
(Guernsey)	-	7/1 ¹ / ₂ d	11/- ¹ / ₂ d	-
Hardboard (crates)	-	5/8d	-	-
Lard	-	3/5 ¹ / ₂ d	6/4 ¹ / ₂ d	-

RATES PER TON

COMMODITY	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men

3. CASES (Cont'd).					
Lettuce (B.T.D. vessels)	-	8/10 $\frac{1}{2}$ d	-	-	
Machinery & Tractor parts	-	3/8d	6/10 $\frac{3}{4}$ d	-	
Melons in bins	-	6/11 $\frac{1}{4}$ d	-	-	
Metals	2/8 $\frac{3}{4}$ d	-	5/11 $\frac{1}{4}$ d	-	
Mica	-	3/8d	6/10 $\frac{3}{4}$ d	-	
Mistletoe (BTD vessels)	-	8/4 $\frac{1}{4}$ d	16/1 $\frac{1}{4}$ d	-	
Onions (crates)	-	4/1 $\frac{1}{4}$ d	6/10 $\frac{3}{4}$ d	-	
Peaches, Nectarines and Apricots (280 trays to ton)	-	6/3 $\frac{1}{2}$ d	15/1 $\frac{1}{2}$ d	-	
Pears	-	-	7/4 $\frac{1}{4}$ d	-	
(48 cases to ton)	-	{	7/4 $\frac{1}{4}$ d	-	
(112 boxes to ton)	-		3/11d	10/6 $\frac{3}{4}$ d	-
(140 boxes to ton)	-			10/6 $\frac{3}{4}$ d	-
(200 trays to ton)	-			10/6 $\frac{3}{4}$ d	-
Pineapples (64 cases to ton)	-	4/8d	8/3d	-	
Plums	-	-	-	-	
(140 boxes to ton)	-	4/8d	10/6 $\frac{3}{4}$ d	-	
(200 trays to ton)	-	4/8d	10/6 $\frac{3}{4}$ d	-	
Plums as above - to road vehicle ex Cape vessels	-	-	13/2 $\frac{3}{4}$ d	-	
Potato (crates & cases)	-	4/1 $\frac{1}{4}$ d	6/10 $\frac{3}{4}$ d	-	
Potatoes (Hampers Billets & Trays)	-	4/9 $\frac{3}{4}$ d	-	-	
Rolled Oats	6/4 $\frac{1}{2}$ d	-	10/11 $\frac{3}{4}$ d	-	
Rubber	3/5 $\frac{1}{4}$ d	-	6/4 $\frac{1}{2}$ d	-	
Synthetic Rubber (crated & pallatised)	-	5/5d	6/10 $\frac{3}{4}$ d	-	
Tea (chests)	-	4/8d	8/3d	-	
Tobacco leaf	-	4/10 $\frac{1}{4}$ d	5/5 $\frac{3}{4}$ d	-	
Tomatoes	-	-	-	-	
Guernsey	-	5/3 $\frac{3}{4}$ d	-	-	
Jersey	-	6/2 $\frac{3}{4}$ d	-	-	
Moroccan	4/5 $\frac{3}{4}$ d	-	10/11 $\frac{3}{4}$ d	-	
Teneriffe	-	4/5 $\frac{3}{4}$ d	-	-	
(7 kilo pack)	-	-	-	-	
Up to 200 marks	-	5/7 $\frac{1}{2}$ d	-	-	
Over 200 & Up to 500 marks	-	-	-	-	
Over 500 marks	-	6/4d	-	-	
Veneer (crates)	-	7/- $\frac{1}{2}$ d	-	-	
	-	5/5d	-	-	

4. CASKS, DRUMS AND HOFSHEADS.				
Accumulator plates	{	{	{	-
Acetone	{	{	{	-
Acid	{	{	{	-
Alcohol	{	{	{	-
Ammonia	{	{	{	-
Apples	{	{	{	-
Asphalt	{	{	{	-
Bacon	{	{	{	-
Benzol	{	{	{	-
Beer Drums (empty) (Cape)	-	7/9 $\frac{1}{4}$ d	-	-
Bitumen	{	{	{	-
Brass	{	{	{	-
Carbide	{	{	{	-
Casein	{	{	{	-
Casings	{	{	{	-

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
4. CASKS, DRUMS AND HOGSHEADS (Cont'd).				
Copper matte	{ 3/2 ³ / ₄ d	{ 3/8d	{ 4/6 ³ / ₄ d	-
Creosote	{	{	{	-
Extract	{ 4/6d	{ -	{ 7/3d	-
Fat	{	{	{	-
Ferro Silicon	{	{	{	-
Fleshings	{	{	{	-
Gelatine	{	{	{	-
Glucose	{	{	{	-
Glycerine	{	{	{	-
Grapefruit juice	{ 3/2 ³ / ₄ d	{ 3/8d	{	-
Graphite	{	{	{	-
Grease	{	{	{	-
Hams	{	{	{	-
Honey	{	{	{	-
Lard	{	{	{	-
Lime Juice	{	{	{	-
Milk Powder	{ -	{ 4/5 ¹ / ₂ d	{	-
Molasses	{	{	{	-
Oil	{	{	{ 4/6 ³ / ₄ d	-
Oxide	{	{	{	-
Paint	{	{	{	-
Paste	{	{	{	-
Pelts	{	{	{	-
Pitch	{	{	{	-
Plumbago	{	{	{	-
Potassium Bichromate	{ 3/2 ³ / ₄ d	{ 3/8d	{	-
Resin	{	{	{	-
Rum	{	{	{	-
Scrap Metal	{	{	{	-
Spirits	{	{	{	-
Syrup	{	{	{	-
Tallow	{	{	{	-
Tanning Salts	{	{	{	-
Tar	{	{	{	-
Tobacco (hogsheads and tierces)	{ -	{ 4/5 ¹ / ₂ d	{	-
Turpentine	{	{	{ 4/6 ³ / ₄ d	-
Wax	{ 3/2 ³ / ₄ d	{ 3/8d	{	-
Wine	{	{	{	-
5. METALS				
Copper bars	3/- ¹ / ₄ d	-	-	-
Ingots	{	{	{	-
Aluminium	{	{ -	{ -	-
Brass	{	{ -	{ -	-
Copper	{	{ -	{ -	-
Tin	{ 3/- ¹ / ₄ d	{ -	{ -	-
Zinc	{	{ -	{ -	-
Iron pigs	{	{	{	-
Lead pigs	{ -	{ 3/2 ³ / ₄ d	{ -	-
Railway metals	3/2 ³ / ₄ d	-	-	-
Salvage (All tonnage up to 130)	6/- ³ / ₄ d	-	-	-
Salvage (All tonnage over 130)	6/8 ¹ / ₂ d	-	-	-
Spelter	{	{ 3/2 ³ / ₄ d	{ -	-
Steel billets	1/10 ³ / ₄ d	-	-	-
Steel girders	{	{ 3/9 ¹ / ₂ d	{ -	-
Steel pipes	3/4 ¹ / ₂ d	-	3/1 ¹ / ₂ d	-
Steel plates	3/- ³ / ₄ d	-	3/2 ³ / ₄ d	-
Steel-pressed (bundles)	-	3/1 ¹ / ₂ d	-	-
Steel-rod (bundles)	-	-	5/5 ³ / ₄ d	-
Wire Coils	-	3/2 ³ / ₄ d	-	-

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
6. MISCELLANEOUS.				
Aircraft drop-tanks	8/6 $\frac{1}{2}$ d	-	11/11 $\frac{3}{4}$ d	-
Aircraft drop-tanks & Pylons from hanger deck	12/9 $\frac{1}{2}$ d	-	11/11 $\frac{3}{4}$ d	-
Aerial Bomb Fins	-	8/5d	-	-
Bobbins (Cape)	-	7/9 $\frac{1}{2}$ d	-	-
Boom defence material	1/10 $\frac{1}{2}$ d	-	-	-
Boxwood logs	-	9/8 $\frac{1}{2}$ d	10/11 $\frac{3}{4}$ d	-
Bricks (tipped to vehicle)	3/11 $\frac{3}{4}$ d	-	-	-
Calor Gas cylinders	7/10 $\frac{1}{2}$ d	-	8/5d	-
Empties, when carried with potatoes or tomatoes from the Channel Islands	-	16/6 $\frac{1}{2}$ d	-	-
Eucalyptus wood Pulp	-	4/4 $\frac{1}{2}$ d	-	-
General	3/11d	4/4 $\frac{1}{2}$ d	6/10 $\frac{3}{4}$ d	-
Coast Lines	3/8d	-	-	-
Queen Liners & Mauretania	-	8/-d	-	-
Dundee, Perth & London S.S. Co.	4/3 $\frac{1}{2}$ d	-	-	-
Mixed with transits ex Coaster	6/3 $\frac{1}{2}$ d	-	-	-
For transhipment ex Coaster	5/3 $\frac{1}{2}$ d	-	-	-
G.S.N. & German excl.	-	-	-	-
Citrus & Deciduous Fruit but incl. wool and skins	Time Rate + 4/1d	-	-	-
From North American Ports (other than Queens)	-	6/5 $\frac{1}{2}$ d	8/9 $\frac{3}{4}$ d	-
Gift Food Parcels	-	6/2 $\frac{1}{2}$ d	-	-
Hides - wet, salted (loose)	-	15/9 $\frac{3}{4}$ d	-	-
Leather (loose bundles)	-	4/11d	-	9/8 $\frac{1}{2}$ d
Mechanically propelled vehicles - Cars of less than 1 ton net weight (crated & uncrated)	-	9/- $\frac{3}{4}$ d	-	-
Up to 2 tons	-	8/2 $\frac{1}{2}$ d	-	-
Over 2 tons	-	3/5 $\frac{1}{2}$ d	-	-
North African Produce (Potatoes, Tomatoes, Dates etc.)	-	4/9 $\frac{3}{4}$ d	8/-d	-
North American Lightweight wearing apparel, manufactured plastic articles (excl. vinyl sheeting) Lightweight shoe dressing in cartons	-	11/8 $\frac{1}{2}$ d	-	-
Periodicals	-	3/9 $\frac{3}{4}$ d	-	-
Petrol in Jerricans	-	5/2d	-	-
Prefab Houses (Canadian)	-	8/8 $\frac{1}{2}$ d	8/9 $\frac{3}{4}$ d	-
R.A.F. Equipment	-	-	-	-
Ex Cape	-	5/5 $\frac{1}{2}$ d	-	-
Ex Coasters	5/11 $\frac{3}{4}$ d	-	-	-
Renault Cars (Drive-off)	6/3 $\frac{1}{2}$ d	(14 men)	-	-
Tyres (rubber)	-	7/1 $\frac{1}{2}$ d	10/11 $\frac{3}{4}$ d	-

COMMODITY	RATES PER TON			
	Discharging ex ship		Loading away ex shed	
	7 stevs.	9 stevs.	8 men	10 men
6. MISCELLANEOUS (Cont'd).				
U.S. Air Force Eqpt.	-	8/3d	9/1½d	-
U.S. Naval Stores & Eqpt.	-	5/8½d	7/7½d	-
U.S. P.X. & Subsistence Supplies (exc. cartonated beverages)	-	12/10½d	Time Rate + 8/5d	-
U.S. P.X. cartonated beverages	-	4/6½d	-	-
U.S. P.X. Supplies & Air Force Eqpt. in Conex Containers	-	6/8½d	-	-

Ø Inclusive of access and dirty differentials.

7. BULK CARGOES *				
Ballast	4/4½d	-	-	-
Granite	4/4½d	-	-	-
Phosphates	5/11½d	-	-	-

* Tipper to be quayside operative & paid pro rata to ship.

COMMODITY	DISCHARGING EX SHIP		
	Stevedores		Quayside
	Rate per ton per gang		Rate per ton per man
	17 men		13 men 9 men
8. REFRIGERATED CARGOES			
Bacon (bales)	8/3d	9½d	-
Beef-Hinds & Fores			
Frozen	8/5½d	9½d	-
Chilled	9/-d	9½d	-
Boneless Meat & Bags of Offal	5/11½d	6½d	-
Butter	5/-½d	6d	-
Crayfish tails	8/3d	-	10¾d
Egg yolks in cartons	6/10½d	6½d	-
Frozen foods ex Cape	6/5½d	6½d	-
Horsemeat in bags ex Cape	8/1½d	8½d	-
Meat in Cartons (63 lbs.)	9/8½d	-	10½d
Mutton, Lamb & Veal Carcasses	8/5½d	9½d	-
Pork Carcasses	8/3d	9½d	-
Poultry & Fleshings (cases & cartons)	8	-	-
Sorting to Sub-marks & sub-numbers	9/8½d	-	10¾d
	5/5½d	-	10¾d

9. MAIL

(a) carried in freight vessels as complete cargo:

(b) forming part of a cargo otherwise handled on a piecework basis; and

(c) carried in ships otherwise worked on a timework basis where the quantity exceeds 1,600 bags per hatch;

- 1/10½d per man per 100 bags handled per gang

4 frozen food loading away 9/0 chilled 9¾

9. MAIL (Cont'd).

N.B. With due regard to other work necessary to be performed, where the Mail to be handled falls below the datum figure of 1,600 bags in a particular hatch and can be increased beyond the datum by the transfer of a gang from another Mail hatch, the operation shall, wherever possible, be on a piecework basis, provided that where any one ship-gang is required to handle in aggregate a number of bags less than the datum figure of 1,600, the ship shall be worked on a timework basis throughout.

In all other cases, including Tender work, timework basis will operate.

10. BANANAS.

Discharged from Elders & Fyffes' vessels

" " Royal Mail Lines' "

" " Cape Vessels

" " " " (loading away)

" in cellophane pack by board

See Special Banana Handling Agreement.
 1/10³d per man per 100 stems discharged per gang.
 2/6³d per man per 100 packages discharged per gang.
 2/7³d per man per 100 packages handled per gang.
 1/1³d per man per 100 packages handled per gang.

11. SHED OPERATIONS.

RATE PER TON

8 men

9 men

Cased Goods - Breaking-out and repitching

3/8d

-

Wool - moving from shed to shed

-

5/5³d

Potatoes in bags - unstacking loading to electric truck trays, unloading and restacking

4/10d

-

Cased oranges - sorting to count Ø

5/5³d

-

Spanish Grapes in barrels, half-barrels and cases - sorting to sub-mark numbers

5/5³d

-

Tobacco - breaking out and pitching ready for shipment

4/10¹d

-

Ø Rate to apply to a gang of up to 8 men.

12. TIMBER.

Discharging ex Ship (Payment to be on Bill of Lading quantities).

Per Standard

Per Load

Mark Money

Deals, Boards, Battens & Laths direct to rail or barge

14/5d

-

Discharging to more than 10 separate marks

D.B.B. 6" x 1" & down (not bundled)

18/10³d

-

2/-d per half shift per man extra, but

12. <u>TIMBER (Cont'd).</u>		<u>Discharging ex Ship (Payment to be on Bill of Lading quantities).</u>		
		Per Standard	Per Load	Mark Money
∅ To quay and running to rail or dump in landing shed Dutch ends Firewood B.C.Pine(Douglas Fir), Pitch Pine, Oregon Pine & Silver Spruce, Spruce, Western White Pine, Princess Pine, Eastern & Western Canadian Spruce Jarrah Wood in bundles Poplar Boards & Beech wood strips Ramin Board		16/3d 13/8d 16/6d 16/7d 24/2d 14/4d 14/4d	- - - - - -	when a set of marks is discharged for one receiver without separation, to rate as one mark.
				Basis of Measurement
Aspen logs Beech and Oak sawn and banded boles French Oak boles sawn through and through (not banded) Pitch Pine and Oak sawn and hewn Ramin logs Sleepers and Crossings " " " (Jarrah Wood) " " " carried with lumber Softwood logs Telegraph, Ricker and Scaffold Poles		- - - - - - - - - - - -	5/3d 5/8d 6/3d 3/8d 5/-d 3/5d 7/1d ∅ 4/1d 4/7d 8/-d	50 cubic feet = 1 Load (Norwegian Official Measurement)
∅ Seven Stevedores.				
Rafting all Timber - Minimum Gang, 4 men 3/-d per load. Rate subject to reduction on pro rata basis in the event of absenteeism.				
<u>COMMODITY</u>	<u>QUAYSIDE OPERATIONS</u>		<u>RATE PER STANDARD</u>	
Ordinary Softwoods	<u>EX SHIP -</u> ∅ Unloading, sorting and piling from rail - Deals & Battens 2" in thickness and over Boards under 2" in thickness, Laths and Doors Stripping and Racking - Deals and Battens 2" thickness and over Boards under 2" in thickness		26/7d 33/5d 9/1d 10/-d	

<u>COMMODITY</u>	<u>QUAYSIDE OPERATIONS</u>	<u>RATE PER STANDARD</u>
Ordinary Softwoods (Cont'd)	<u>EX DUMP -</u> Loading - No sorting Sorting Deals (measured) Boards (measured) Deals & Boards (measured) if sorted <u>EX PILE -</u> Loading - Deals & Battens Boards <u>RE-PILING -</u> <u>LEVEL-ENDING-</u> Ex dump or pile Ex rail vehicle <u>EX BARGE -</u> Discharging Deals, Battens & Boards direct to rail vehicles (including men in barge), men to do their own tying-down & sheeting	14/6 ³ / ₄ d 20/- ¹ / ₄ d 20/- ¹ / ₄ d 24/8 ³ / ₄ d 5/5 ³ / ₄ d extra 16/6 ¹ / ₄ d 19/3d 20/8d 10/3 ¹ / ₄ d 13/9d 23/4 ³ / ₄ d
• B.C. Pine (Douglas Fir), Pitch Pine, Oregon Pine & Silver Spruce	<u>EX SHIP -</u> Unloading from rail vehicle & piling - Boards under 2" in thickness without crane with crane Deals & Battens 2" in thickness & over without crane with crane <u>EX PILE -</u> Delivery all sizes - without crane with crane Ø Timber of an end area of 4 ¹ / ₂ " or below, not bundle - 3/6d per standard differential. ALTHOUGH IT IS NOT ANTICIPATED THAT THIS CLASS OF TIMBER WILL BE THROWN DOWN IN LANDING SHED, IN SUCH EVENT THE RATES WILL BE AS FOLLOW:- <u>EX SHIP -</u> Loading, Sorting & Piling - Boards under 2" in thickness, with or without crane	22/10 ¹ / ₄ d 24/8 ³ / ₄ d 26/1d 21/11 ³ / ₄ d 17/10 ¹ / ₄ d 16/6 ¹ / ₄ d 31/8d

<u>COMMODITY</u>	<u>QUAYSIDE OPERATIONS</u>	<u>RATE PER STANDARD</u>	
B.C.Pine (Douglas Fir), Pitch Pine, Oregon Pine & Silver Spruce (Cont'd).	<u>EX SHIP (Cont'd)</u> If crane is used to deal with the larger sizes, it may be used for Boards without reduction in the rate Deals & Battens 2" in thickness and over without crane with crane <u>EX DUMP -</u> Loading (measured) - without crane with crane Loading (not measured) - without crane with crane	 31/8d 26/1d 24/3 ³ / ₄ d 20/3d 19/3d 15/1 ³ / ₄ d	
		<u>RATE PER LOAD</u>	<u>BASIS OF MEASUREMENT</u>
Ramin logs Softwood logs	Delivery ex dump Piling from rail vehicle	5/- ¹ / ₂ d 4/6 ³ / ₄ d	50 cubic feet = 1 load (Norwegian Official Measurement)
Telegraph Poles	Delivery ex pile (men to do their own tying-down) Piling from truck with crane Re-delivery from pile with crane	4/6 ³ / ₄ d 5/5 ³ / ₄ d 5/5 ³ / ₄ d	

PIECEWORK RATES - EXPORT CARGOES

N O T E S

1. Payment to be 'hatch-for-hatch' for shipping operations and 'gang-for-gang', whenever possible, for striking operations.
2. Military cargoes shipped in time-chartered vessels to be paid at dead weight rates.
3. Shipping Mail.

The basis for piecework operations shall be:-

When mail -

 - (a) is carried in freight vessels as complete cargo;
 - (b) forms part of a cargo otherwise handled on a piecework basis;
 - (c) is carried in ships otherwise worked on a timework basis where the quantity in any one hatch exceeds 1,600 bags, when such hatch shall work piecework.

In all other cases, including Tender work, timework basis to operate.
4. Ocean-Going Ships.

Where a commodity not listed for piecework is shipped in a quantity exceeding 50 tons, consideration shall be given to the establishment of a commodity rate.
5. Erratic deliveries by road or rail, handled by a striking gang or gangs engaged on a timework basis, will continue to be performed on that basis.
6. Where two gangs are employed in any one hatch working to one crane, the tonnage rates to be subject to an addition of 20%.

SOUTHAMPTON PORT EMPLOYERS' ASSOCIATION.
(Stevedoring, Quay & Allied Labour).

PIECEWORK RATES INCLUSIVE OF NATIONAL
PERCENTAGE INCREASES UP TO AND INCLUDING
THOSE OPERATIVE ON AND FROM MONDAY 30TH
NOVEMBER 1964 AND INCLUDING LOCAL
AMENDMENTS TO RATES AS AT 15TH JANUARY 1965.

TONNAGE RATES FOR STRIKING TO SHED FLOOR,
AND SHIPPING.

COMMODITY	STRIKING			SHIPPING				
				Coasters	Time-cht'd Mil. ships	Ocean-going ships		
	DW	MEAS		DW	DW	DW	MEAS	
	M A N N I N G							
	8	10	8	7	9	9	9	9
<u>BAGS</u>	4/9d	-	-	-	3/- ¹ / ₂ d	3/7d	3/7d	-
Cellulose Acetate	-	-	2/0 ¹ / ₂ d	-	-	-	-	3/5 ¹ / ₂ d
Lactose in paper bags	-	-	-	-	-	-	-	3/5 ¹ / ₂ d
<u>BALES</u> ∅								
Hemp	-	6/10 ¹ / ₂ d	-	-	4/2 ¹ / ₂ d	-	4/2 ¹ / ₂ d	-
Hides (dry)	-	7/10 ¹ / ₂ d	-	-	4/11 ³ / ₄ d	-	4/11 ³ / ₄ d	-
Hides (wet)	-	6/10 ¹ / ₂ d	-	-	4/11 ³ / ₄ d	-	4/11 ³ / ₄ d	-
Leather	-	6/10 ¹ / ₂ d	-	-	4/2 ¹ / ₂ d	-	4/2 ¹ / ₂ d	-
Sisal	-	-	-	-	4/2 ¹ / ₂ d	-	4/2 ¹ / ₂ d	-
Skins (Sheep)	-	7/10 ¹ / ₂ d	-	-	4/11 ³ / ₄ d	-	4/11 ³ / ₄ d	-
Wool	-	6/3 ¹ / ₂ d	-	-	3/11 ³ / ₄ d	-	3/11 ³ / ₄ d	-
<u>CASES</u>								
Biscuits								
(Service)	-	-	-	-	3/9 ³ / ₄ d	3/9 ³ / ₄ d	3/9 ³ / ₄ d	-
Canned & bottled goods (in cases & cartons)	-	-	-	-	3/5d	3/5d	3/5d	-
Cars (k.d.)								
When cars (cased & Uncased)								
comprise 80% or more of full cargo	-	-	1/6 ¹ / ₂ d	-	-	-	-	2/3 ¹ / ₄ d
50% & Up to 80%	-	-	1/6 ¹ / ₂ d	-	-	-	-	2/9d
Less than 50%	-	-	1/6 ¹ / ₂ d	2/6 ¹ / ₂ d	-	-	3/3 ³ / ₄ d	4/1 ³ / ₄ d
of full cargo	4/9d	-	-	2/6 ¹ / ₂ d	3/3	-	3/3 ³ / ₄ d	-
Citrus fruit								
Dried Fruit								
(inc. Dates)	4/9d	-	-	-	3/5d	-	3/5d	-
Ejector Bombs	-	-	-	-	7/11 ¹ / ₂ d	-	7/11 ¹ / ₂ d	-
Grapes ex Cape	-	-	-	-	5/9d	-	-	-
Pears ex Cape	-	-	-	-	-	-	3/7 ³ / ₄ d	-
Rations (Service)	4/9d	-	3/2d	-	4/7 ¹ / ₂ d	4/7 ¹ / ₂ d	4/7 ¹ / ₂ d	2/4 ¹ / ₄ d
Synthetic Rubber								
(2 to 1)	-	-	-	-	-	-	5/4 ³ / ₄ d	2/8 ¹ / ₂ d
Tin Plate	3/2d	-	-	-	-	-	2/9d	-
Tobacco (manfd)	5/6 ¹ / ₂ d	-	1/11 ¹ / ₂ d	-	3/11 ³ / ₄ d	7/4 ³ / ₄ d	-	3/2 ¹ / ₂ d
<u>CASKS, DRUMS</u>								
<u>HOGSHEADS, KECS</u>								
<u>& TIERCES ETC.</u>	4/5 ¹ / ₂ d	-	-	-	3/11 ³ / ₄ d	-	4/8d	-
Cement in drums	-	-	-	-	-	-	4/8d	-
Chestnuts in kegs	-	-	-	-	-	-	-	2/10d

∅ Sheeter included in Striking rates.

Shipping Drums Waste Rubber 7/6 @ 9

COMMODITY	STRIKING		SHIPPING					
			Coasters		Time-cht Mil. ships		Ocean-going ships	
	DW	MEAS	DW		DW	DW	MEAS	
MISCELLANEOUS	8	10	8	7	9	9	9	9
American Service men's H'hold Effects	-	-	1/4d	-	-	-	-	2/1 ¹ / ₂ d
Aircraft Drop-Tanks	-	-	9 ¹ / ₂ d	-	-	-	-	8 ¹ / ₂ d
Aerial Bomb Fins	-	-	-	-	-	-	-	-
Rocket Heads, Pin Assemblies & Leaflet Bombs	-	-	-	-	-	-	-	2/9 ¹ / ₂ d
Asbestos sheets (loose)	-	-	-	-	-	-	6/3 ¹ / ₂ d	-
Baggage Stowed in cargo spaces (Certain vessels specified)	Time Rate	-	-	-	-	-	-	4/1 ³ / ₂ d
Barbed wire (concertina pack)	-	-	-	-	-	-	-	1/6d
Cable (Reels of)	5/1 ³ / ₂ d	-	2/6 ¹ / ₂ d	3/2d	3/6 ³ / ₂ d	5/4 ¹ / ₂ d	5/4 ¹ / ₂ d	4/- ¹ / ₂ d
Car crates (empty)	-	-	-	-	-	-	5/10 ¹ / ₂ d	-
Carbon Black in sealed containers (4 to 4 ¹ / ₂ tons ea.)	-	-	-	-	-	-	2/7 ¹ / ₂ d	-
Caravans	-	-	-	-	-	-	6/10 ¹ / ₂ d	-
Casks (empty)	-	-	-	-	-	-	-	2/9 ¹ / ₂ d
Cellulose Wadding & Diothene	-	-	-	-	-	-	-	-
Wrappin for Bananas (E&F)	-	-	1/- ¹ / ₂ d	-	-	-	-	1/8 ¹ / ₂ d
Chassis (stripped)	-	-	-	-	-	-	6/10 ¹ / ₂ d	-
Concrete pipes	-	-	-	-	-	-	-	2/10 ¹ / ₂ d
Earthenware pipes	-	-	-	-	-	-	11/8 ³ / ₂ d	5/6 ¹ / ₂ d
Explosives ≠	-	-	-	-	-	4/9d	4/9d	-
Fibre Glass Boats (small)	-	-	-	-	-	-	5/6 ¹ / ₂ d	-
One Only	-	-	-	-	-	-	Time Rate	-
Two or more	-	-	-	-	-	-	+5/6 ¹ / ₂ d	-
Furniture Containers (empty)	-	-	5 ¹ / ₂ d	-	-	-	-	1/2 ³ / ₂ d
Gas Cylinders (empty)	-	-	-	7/3d	-	-	4/9d	-
General	5/3 ¹ / ₂ d	-	2/7 ¹ / ₂ d	3/3d	3/7 ³ / ₂ d	5/6 ¹ / ₂ d	5/6 ¹ / ₂ d	4/1 ³ / ₂ d
General G.S.N. and German	-	-	-	-	Time Rate +4/6d	-	-	-
Household Goods to Coaster	-	-	-	-	7/10 ¹ / ₂ d	-	-	-
Hutments & Accessories	-	-	-	-	-	8/2 ³ / ₂ d	-	-
Jerricans (empty)	-	-	1/8 ¹ / ₂ d	-	-	-	-	1/11 ¹ / ₂ d
Lifts 2 to 15 tons (by ships gear)	-	-	-	-	-	Time Rate +1/5d	Time Rate +1/5d	-
Lifts over 15 tons (by ships gear)	-	-	-	-	-	Time Rate +10 ¹ / ₂ d	Time Rate +10 ¹ / ₂ d	-
Mechanically propelled vehicles - up to 1 ton	6/3 ¹ / ₂ d	-	-	-	-	7/10 ¹ / ₂ d	7/10 ¹ / ₂ d	-

COMMODITY	STRIKING			SHIPPING				
	DW		MEAS	Coasters		Time-entd Mil. ships	Ocean-going ships	
	DW			DW		DW	DW	MEAS
	8	10	8	7	9	9	9	9
<u>MISCELLANEOUS</u> (Cont'd).								
Mechanically Propelled vehicles (Cont'd).								
Over 1 ton & up to 2 tons, inc. all passenger motor cars over 1 ton	6/3 ¹ / ₂ d	-	-	-	-	6/10 ¹ / ₂ d	6/10 ¹ / ₂ d	-
Over 2 tons & up to 15 tons	3/2d	-	-	-	-	2/10 ¹ / ₂ d	2/10 ¹ / ₂ d	-
Over 15 tons	-	-	-	-	-	1/8 ³ / ₄ d	1/8 ³ / ₄ d	-
Bubble cars (7 cwt.)	-	-	-	-	-	-	10/6 ¹ / ₂ d	-
Military Vehicles laden as operational units(2 to 8 tons)	-	-	-	-	-	2/10 ¹ / ₂ d	-	-
Misc. Military Equipment	-	-	-	-	4/9d	-	-	-
Motor Cars - Roll/on Method	-	-	-	-	-	-	5/3d for 14(7 men pro rata to cover lashing)	-
North African Produce	6/3 ¹ / ₂ d	-	-	-	-	-	-	-
Petrol in Jerricans	-	-	-	-	-	4/3 ³ / ₄ d	4/3 ³ / ₄ d	-
Pillows, Mattresses and Lifejackets	-	-	-	-	-	-	-	2/7 ¹ / ₂ d
Steel pipes	-	-	-	-	-	-	3/2 ¹ / ₂ d	-
Steel tubes in bundles	-	-	-	-	-	-	4/2 ¹ / ₂ d	-
Supplies - (Antarctic)	-	-	-	-	-	-	Time Rate	Time Rate
Seed Potatoes in Cartons to Cape Vessels	-	-	-	-	-	-	+2/7 ¹ / ₂ d	+2/7 ¹ / ₂ d
Tank Tracks	1 ¹ / ₂ d per man	-	-	-	-	-	4/11 ³ / ₄ d	-
Tyres (ratio 4 to 1)	-	-	1/11 ¹ / ₂ d	-	-	7/10 ¹ / ₂ d	3/1 ¹ / ₂ d	1/11 ¹ / ₂ d
Unit Equipment G.1098	-	-	-	-	-	9/5 ¹ / ₂ d	-	-
U.S. Military Vehicles from 2 to 8 tons	-	-	-	-	-	-	4/5 ³ / ₄ d	-
" 8 to 15 tons	-	-	-	-	-	-	2/10 ¹ / ₂ d	-
Washing Machines (twin tub) in cartons(1 ¹ / ₂ cwt.)	6/6 ³ / ₄ d	-	-	-	-	-	11/5 ¹ / ₂ d	-
Washing Machines (twin tub) (250 lbs.)	-	-	-	-	-	-	6/5 ¹ / ₂ d	-
Bailey Bridging	7 ¹ / ₂ d per ton per man	-	-	-	-	6/10 ¹ / ₂ d	-	-
Furniture Vans & Rly. Containers	9 ¹ / ₂ d per Container	-	-	-	-	-	-	-
Mail(letters)	1/2 ¹ / ₂ d per man per 100 bags handled per gang	3/1 ¹ / ₂	-	-	-	-	1/6 ¹ / ₂ d per man per 100 bags handled per gang	-

* Rate incl. of differential covering limited speed of output due to need for careful handling.

COMMODITY	STRIKING	SHIPPING			
		Coasters		Time-cht'd Mil. ships	Ocean-going ships
	DW	DW	DW	DW	
	8	7	9	9	
Mail (letters inc. printed matter) (Cape vessels)	-	-	-	-	1/9½d per man per 100 bags handled per gang
Mail (parcels)	1/2¼d per man per 100 bags handled per gang	-	-	-	1/11½d - do -
Mail (parcels) (Cape vessels)		-	-	-	2/5¼d - do -
Rifles (uncased & unbanded)	-	-	-	6d per man per 100 Rifles handled per gang	
		<u>OCEAN-GOING SHIPS</u>			
<u>COMMODITY</u>		STEVEDORES SHIPPING RATE PER DW TON PER GANG		QUAYSIDE SHIPPING RATE PER DW TON PER MAN	
		17 men		13 men	9 men
<u>REFRIGERATED CARGOES</u>					
Bacon		{ 6/10½d		7½d	-
Fish				-	9d
Pork				7½d	-

Cape Fish

13/-

1/- per man.

APPENDIX 3

Trade Union's Document used in
their 1981 Wage Claim

The Trade Union's Case for their 1981 Wage Claim

From the B.T.D.B.'s offer of £101 Basic and £87 overtime calculator made in January they had improved gradually to the position in April of offering £105 Basic and £89 overtime Calculator.

On the R.D.W.'s claim to narrow the gap between themselves and other section of employees of the B.T.D.B. they had offered to change the formulae by which the 11 to 6 shift and the 4 to 11 shift was calculated, bringing it line with the formulae used for other sections for some considerable period.

Despite repeated requests from the Trade Union side, the B.T.D.B. has refused to issue detailed financial papers as to how they have arrived at their assessment that the offer they have made represents 13%.

We have used the B.T.D.B. figures as issued by various bodies as well as the figures issued by the National Dock Labour Board to give you our view of the costs that would be incurred by the B.T.D.B. if they accept the Trade Union's compromise offer made on Friday, 12th June, 1981.

The B.T.D.B. have said that the 1980 Wage Bill for their employees engaged in the Cargo Handling part of their enterprise consisted of £18,000,000 divided between 1,600 Dockers (£12,000,000) and 600 other staff (£6,000,000).

The B.T.D.B. were prepared to allocate a further £1,250,000 for the Dockers 1981 pay deal.

The offer broken down for each individual Docker would be a Basic of £105 per week and an overtime calculator of £89 per week thus giving payments as listed below:

40 hour week Mon. to Fri. 8 a.m. to 5 p.m. £105.00

5 to midnight 7 evenings per week:

£105 + £35.60 + £35.60 + £8.90
(Basic + Sat. + Sun. + Diff. Unsocial Hours)

4 to 11 Shift 7 evenings

£105 + £35.60 + £35.60 + £26.70
(Basic + Sat. + Sun. + Diff. 25%?)

11 to 6 Shift 7 nights

£105 + £35.60 + £35.60 + £58.73
(Basic + Sat. + Sun. + Diff. 56%)

Total Workforce at June 19th 1981 - 1575 R.D.W.'s.

Basic for 1981 = 1575 x 105 x 52 weeks

= £8,599,500

Guaranteed Overtime for 1981

Sat. = £24.47

Sun. = £35.60

£60.07

8 to 4 Shift = 215 men x £60.07 (Sat. + Sun.) x 52
(6½ day guarantee) = £671,582

4 to 11 Shift = 217 men x £97.90 x 52 weeks
(7 evening guarantee) = £1,104,703

11 to 6 Shift = 193 men x £129.93 x 52 weeks
(7 nights guarantee) = £1,303,977

5 to midnight Shift = 130 men x £80.10 x 52 weeks
(7 evening guarantee) = £541,476

Skill Money = 333 men x £15.03 x 52 weeks
333 men = £260,259

Holiday Pay = 1575 x £76
1575 men @ £76 per annum = £119,700

TOTAL £4,001,697

This is for a full year. Therefore Deduct £895,845 for 12 weeks dispute

BASIC FOR 1981 £8,599,500

GUARANTEED OVERTIME FOR
1981 £4,001,697

TOTAL 1981 (OR FULL YEAR) £12,601,197

TRADE UNION CLAIM FOR ¾ hour on O/T rates for 5 days per week
Mon. to Fri. as a supplement to be paid for men on

a) 8 to 4 Shift 201/2 + 204/5/6 Berth

b) 5 to 12 Shift

c) Days or Bumping

Number of men receiving £16.68 = 1051 x 52 weeks = £911,595

Cost B.T.D.B. can set against this:

No 11 to 6 Shift @ 201/2 for next 6 months = £82,700

5 to 12 Shift Unsocial hours payment (£8.90)
136 men x £7.68 x 26 weeks = £27,156

TOTAL TO SET AGAINST = £161,856

Therefore Cost of Supplement for 52 weeks less offsetting

= £911,595 - £161,856

= £749,739 FOR FULL YEAR

i.e. 1981 NO RETROSPECTION OF THE £16.68 would equal

£293,941 ON COST TO B.T.D.B.

This represents 2.2% of B.T.D.B. pay bill.

B.T.D.B. quoted S.C.S. following figures for 1981 Wage Bill:

Basic	£8,600,000	
Overtime	£4,745,000	= (7.2% increase over 1980)
11 to 6 differential	£ 385,000 <u>215,000</u>	
	<u>£13,640,000</u>	

ACTUAL B.T.D.B. 1980 FIGURES FOR R.D.W. PAY BILL

Basic	£8,118,000
Overtime	<u>£4,425,000</u>
	<u>£12,543,000</u>

1981 increase over 1980 equals £1,185,000

9.45%

APPENDIX 4

RDW's 18 Month Agreement -
1st July 1981 to 31st December 1982

31.12.82

The pay deal covers the following items:-

1. Rate of Pay
2. Review
3. Retrospection
4. Planning Meetings
5. Review of 1970 Agreement
6. 5 to midnight shift
7. 201/2 Berth

The Docks Board guarantees that the Registered Dockworkers will be treated no less favourably than any other sections in the future.

The Docks Board guarantees that this Pay Settlement will not be disadvantaged by any other section of employees' Pay Settlement.

1. Rates of Pay

From the 1st July 1981 to the 31st December 1982 the rate of pay would be basic £110, overtime calculator £90.

2. Review

(a) If the level of average pay settlements calculated on comparable paybill costs for the Board's manual wages grades staff negotiated nationally and for locally negotiated groups of dock foremen, cranedrivers and allied trades is higher than 5% in 1982 then the rates of pay for the Southampton Registered Dockworkers would be reviewed on 1st July 1982 taking into account any margin over 5%. Any variation would be effective from 1st January, 1982 and paid retrospectively.

(b) If verification of the paybill costs is required, then verification will be available from Messrs. Price Waterhouse & Co., the Board's external auditors.

3. Retrospection

For the period 29th December 1980 to 30th June 1981 a lump sum will be payable to each Registered Dockworker. This lump sum is estimated to be £400. Verification of this figure is available.

Cont.

4. 5 to midnight Shift

The 7-day guarantee covering the 5 to midnight shift will continue until 31st December 1982 subject to the T & GWU not opposing the Board's request for 300 voluntary severances.

5. 201/2 Berth

The night shift (11 to 6) will no longer be worked on the night shift until such time as the level of trade justifies it. In the meantime, however, an arrangement will be negotiated whereby single night working will be available. Registered Dockworkers will work the four weeks notice required to terminate the 11 to 6 shift at 201 Berth.

6. Planning

In order to ensure the development of trade thus bringing greater prosperity to the port, it is agreed that to facilitate this development, regular meetings (suggested monthly) will be held with selected senior representatives of Registered Dockworkers (and possibly other groups of staff) to discuss planning and developments and also to arrange for prospective customers to meet the proposed new Planning Group.

7. 1970 Agreement

The present Agreement with Registered Dockworkers is based largely on the 1970 Agreement and since that time there have been substantial changes in working requirements and the trade dealt with in the port. It is, therefore, agreed that discussions should take place in order to cover all working arrangements to ensure that all of the various groups of staff employed are, as far as possible, placed on the same working arrangements. Where progress has been made and individual items agreed, then these can be introduced piece meal and need not wait until all arrangements have been agreed.

Should the entire working arrangements for all sections in the port be completed before the expiration of this Agreement then this Agreement would lapse and the new working arrangements would be introduced.

Cont.

SICK PAY AGREEMENT FOR MANUAL GRADES

Present and Proposed
(Effective from
implementation date to
those manual grades
staff whose absence
commences on or after
that date)

PRESENT

BASIC PAY LESS
STATE BENEFITS

(WEEKS)

On completion of 12 months and under 3 years service	13
On completion of 3 years and under 10 years service	16
10 years service and over	26

PROPOSED

BASIC PAY LESS
STATE BENEFITS

HALF BASIC
PAY

(WEEKS)

(WEEKS)

12 months and under 3 years service	13	-
3 years but less than 6 years service	16	-
6 years but less than 10 years service	20	10
10 years service and over	26	13

APPLICATION OF IMPROVED PERIODS OF BENEFIT

Calculation of entitlement to sick pay will take into account absence through sickness during the 12 months immediately preceding the commencement of the illness in question.

Cont.

APPENDIX 5

Joint Agreement between 2/28 RDW's
Branch and 2/206 Foremens' Branch
and BTDB, Southampton

MEMORANDUM OF AGREEMENT

BETWEEN

2/28 R.D.Ws BRANCH AND 2/206 FOREMEN'S BRANCH

AND THE BRITISH TRANSPORT DOCKS BOARD, SOUTHAMPTON

1. The R.D.Ws representatives confirm that the introduction of Leading Hands is not intended to circumvent or usurp the role or status of Foremen in the Port of Southampton.
2. The Foremen's representatives confirm their acceptance of the utilisation of Leading Hands and accordingly undertake that no job/work should be delayed or held up as a consequence of the non-availability of Foremen.
3. The Foremen's manning at Berths 204/5/6 will be 19 men per team operating on a self-contained basis to cover all the duties required.
4. 201/2 Berths shall be manned as at present with additional Foremen being allocated in accordance with operational requirements.

In the event of insufficient Foremen being available such jobs will be supplemented by the use of Leading Hands.
5. Positive recruitment to permanent Foremen shall immediately take place from within the RDW labour force and in addition the parties concerned will use their best endeavours to examine ways and means of attracting sufficient numbers of applicants.
6. The 5 - 12 roster will operate on the basis of 1 in 5. Positions will be filled from within the REST of the Port's available Foremen.
7. The agreed formula appertaining to the allocation/responsibility of Leading Hands, is as follows:-
 - (a) The B.T.D.B. will be responsible for allocating Leading Hands bearing in mind that at all times only competent R.D.Ws who have sufficient ship-side experience will be allocated.
 - (b) A register will be maintained by the B.T.D.B. of all R.D.Ws who do not wish to participate as Leading Hands.
8. It is jointly agreed that Foremen will have priority of opportunity in respect of weekend working.

Whilst the spirit of Paragraph 8 is that Foremen will have first choice of those jobs appertaining to their section, the principle of one shift in one day will prevail and any further requirements will be met by Leading Hands.

In addition, and in the case of emergency operations and/or when late or special dispensation for 5 - 9 working is required, continuity of jobs will prevail for both sections.

This Agreement excludes those Foremen and/or R.D.Ws who are allocated to Container Berths.

9. Out-of-turn working will only operate in accordance with the arrangements as previously agreed by all sections which include the R.D.Ws and Foremen.

.... The intent of this paragraph is that no out-of-turn working over-and-above the arrangements as provided for in 9. above will take place unless and until an agreed common alternative system or practice is concluded involving all relevant sections in the Port, in consequence both parties commit themselves to early and meaningful discussions.

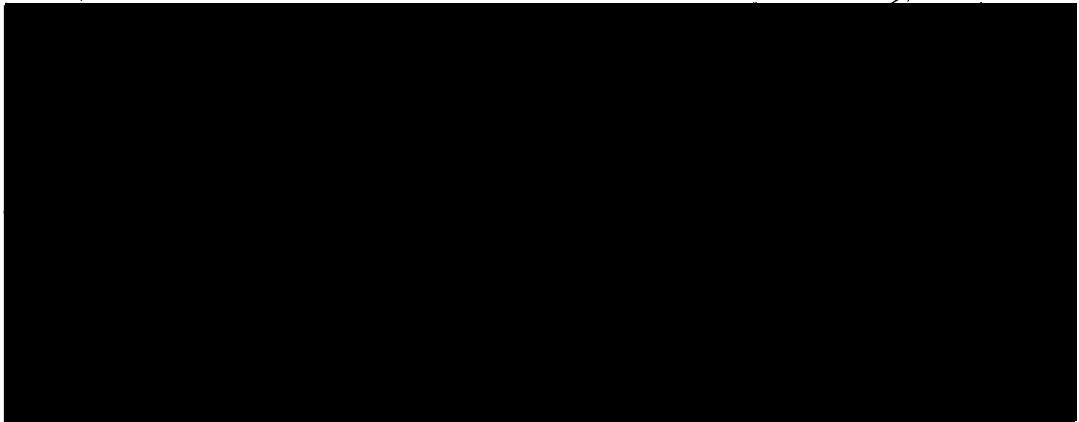
10. Management may, following appropriate consultation and in accordance with established practices operate with less than the normal number of Supervisory Staff.
11. Management may, following appropriate consultation and in accordance with established practices operate a reduced R.D.W. manning in order to facilitate the application of Leading Hands.
12. Where R.D.Ws are allocated as Leading Hands on an 8 - 5 turn and in the event of extra working being required past 5 p.m. (i.e. "Tickler" or 5 - 9) in those circumstances job continuity will be maintained.

Moreover, the Foremen's 5 - 9 roster will be maintained.
13. As there is an operational requirement for a Supervisor to be in overall control, this position will be covered at all times by a Foreman.
14. It is jointly agreed that discussions between both sections will continue in the spirit of co-operation with regard to all aspects of working relationships within the Port.

This AGREEMENT is applicable to all Berths, at all times, within the Port of Southampton and is confirmed by the Signatories appended hereto.

SIGNED ON BEHALF OF
R. D. W. 2/28 BRANCH

SIGNED ON BEHALF OF
FOREMEN 2/206 BRANCH



DISTRICT OFFICERS



BRITISH TRANSPORT DOCKS BOARD REPRESENTATIVES



DATE 20 MAY 1982

DATE

APPENDIX 6

Machineries of negotiation for RDW's,
Foremen, Shed Clerks, Cranedriviers and Checkers;
and background to structure of Port Industry

MACHINERY OF NEGOTIATIONS

REGISTERED DOCK WORKERS

(TRANSPORT & GENERAL WORKERS UNION)

LOCAL MODERNISATION COMMITTEE

MECH AID/WELFARE/SAFETY/TRAINING/CLOTHING COMMITTEES

Remit:- Working conditions - mannings - local disputes
- health & safety - productivity - pay. Does not include
- definition of dock work - severance - recruitment.

IF UNRESOLVED

Reference back to Mass Meeting

IF UNRESOLVED

LOCAL NDLB

Pay - mannings -
Productivity -
Def. of dock work -
Blue Book Agreement

PORT EMPLOYERS ASSOCIATION

(Advisory body in the main)
Problems with port users/
licences - tug crews -
mooring gangs

NATIONAL NDLB

NATIONAL ASSOCIATION OF PORT
EMPLOYERS

HIGH COURT (CIVIL)

SECRETARY OF STATE FOR EMPLOYMENT

RE LEGISLATION

MACHINERY OF NEGOTIATION

FOREMEN

(TRANSPORT & GENERAL WORKERS UNION)

LOCAL PORT COMMITTEE

Remit:- Pay and conditions - shift premiums - productivity.

REPRESENTATION

4 Representatives & Middle Management

IF UNRESOLVED

PORT COMMITTEE

Same local representatives + local and Senior local management. TGWU Official, i.e. Docks Officer.

IF UNRESOLVED

NATIONAL LEVEL

REPRESENTATION

Local representatives (2) National Officers and ABP Senior management of TGWU. Docks Officer present. Directors.

MACHINERY OF NEGOTIATION

SHED CLERKS
(TRANSPORT SALARIED STAFF ASSOCIATION)

LOCAL PORT COMMITTEE

Remit:- Local conditions of service - shift patterns -
local productivity deals - Does not include - salaries -
annual leave - overtime rates (this is negotiated at
national level by TSSA. FTO's).

REPRESENTATION

4 Trade Union Representatives & Middle Management

IF UNRESOLVED

PORT GROUP COUNCIL FOR SALARIED STAFF

REPRESENTATION

1 Shed Clerk, 1 Technical grade Representative
1 Supervisory Grade Representative, 1 Marine grade Rep.
Divisional Secretary of TSSA (FTO)
& Senior Management

IF UNRESOLVED

SALARIED STAFF NATIONAL NEGOTIATING COUNCIL

Remit:- Pay - holidays - National agreements - unresolved
local items.

REPRESENTATION

Full-time National negotiating officer - local lay-reps
(one per grade as above)
& Senior ABP Directors

MACHINERY OF NEGOTIATION

CRANEDRIVERS & CHECKERS

(NATIONAL UNION OF RAILWAYMEN)

Local Port Committee

&

Management

(4 Representatives)

(usually 'middle' management)

Discuss:- conditions of service - pay awards - disputes
procedures - mannings.

IF UNRESOLVED

Manual Grades Port Group Council

Representation:-

1 Checker
1 Cranedriver
1 Manual grade representative (operations)
1 Manual grade rep. (Dock Master's Dept.)
1 Manual grade rep. (Port Engineer's Dept.)
NUR Branch Officer

& Senior management, i.e. Deputy Port Director - Personnel &
Industrial Relations Manager - Operations Manager - Port
Engineer - Port Accountant - Dock Master.

IF UNRESOLVED

Manual Grades National Negotiating Council

Meet at ABP Head Office, London, to discuss National issues
& unresolved disputes.

Representation:-

ABP Directors, Port Director (or D.P.D.)
National Union of Railwaymen Area or National Officers,
Local Lay-Reps.

IF UNRESOLVED

Acceptance or Action

MANNING LEVELS FOR OPERATIONAL GRADES
IN THE PORT OF SOUTHAMPTON

YEAR	RDWs	CHECKERS	SHEDCLERKS	C/DRIVERS	FOREMEN
DEC 1970	1925 inc. 400 temps.	179	51	161	121
DEC 1973	1960 inc. 626 temps.	176	53	154	128
DEC 1976	1987 inc. 333 temps.	167	59	159	138
DEC 1979	1720	171	63	153	161
JUN 1982	1300	-	-	-	-
DEC 1982	1099	154	60	133	151
SEP 1984	1047	151	60	133	149
FEB 1985	752	79	36	81	95

Note: DETAILS OF THE DIFFERENT GROUPS RATES OF PAY AND HOURS OF WORK INCLUDING AMOUNTS OF OVERTIME WERE REQUESTED FROM THE DOCKS BOARD MANAGEMENT SO AS TO MAKE A SEPARATE ANALYSIS OF WAGE RATES OVER THE PERIOD THAT THE STUDY COVERED. THIS INFORMATION WAS DECLINED DUE TO THE DELICATE SITUATION PREVAILING IN THE DOCKS AT THAT TIME.

NATIONAL ASSOCIATION OF PORT EMPLOYERS (NAPE)

This body is in essence the "employers' union" for the industry, acting as a central body for consultation and co-operation between employers of Port Transport Workers.

More specifically, it is the body through which the employers nominate their members of the National Joint Council for the industry, and through the NJC the employers' representatives on the National Dock Labour Board. It therefore plays a vital role indirectly in the negotiating and conciliatory procedures for registered dock workers (RDW's) and in administering the National Dock Labour Scheme (NDLB).

More general functions include the exchange of views and advice on legislation, training and education and accident prevention, while affiliation to the Confederation of British Industry (CBI) provides a platform for expressing members views to the Government.

NAPE has eight territorial groups covering the U.K. and is financed by a levy on employer members.

In practice, NAPE consists almost entirely of local port employers associations which are affiliated to it, while retaining independence. However, it is not essential for a member to be a port employer; bodies like the Shipping Federation and the Timber Trades Association are also affiliated, as is the ABP as a port authority rather than as an employer of labour.

Local Associations of Port Employers, acting through Port Joint Committees with the local unions, negotiate port agreements for RDW's within the national agreements laid down by the National Joint Council. Issues covered

include piecework and overtime rates, specialist and shift differentials, manning and general working procedures.

BRITISH PORTS ASSOCIATION

The British Ports Association (BPA) is the "trade association" for port authorities, a separate function from NAPE which represents port employers, although there is obviously a large degree of common membership and the two organisations share the same offices and secretariat.

BPA gives opportunities for port authorities whether large or small, to discuss general matters affecting them, particularly in the areas of engineering, research, finance, training and legal developments.

THE NATIONAL JOINT COUNCIL FOR THE PORT TRANSPORT INDUSTRY

(NJC)

The NJC was established in 1920 following a recommendation by a committee under the chairmanship of Lord Shaw (the Shaw Report), that had enquired into a failure in negotiations between employers of dockworkers and the trade unions of a pay increase, although it was not until 1944 that a written constitution was drawn up.

The NJC may have up to 50 members, one half appointed by NAPE and the other half by the Transport and General Workers Union (TGWU). There is an Executive Committee of not more than 8 from each side and a National Conciliation comprising of 5 from each side. In each port, or port group, there is a Port Joint Committee consisting of equal numbers of local representatives of employers and unions.

If a Port Joint Committee cannot resolve a local dispute, it can request the National Conciliation Committee to appoint a Panel of not more than 3 each side, to reach a settlement. If the Panel fails to agree, the matter can go to the NCC, or eventually to the full NJC.

The NJC decides the framework of conditions, i.e. basic pay and guarantees, holidays, overtime payments and differentials - which the local Port Joint Committees use as a basis for port agreements for RDW's. In the event of a breakdown in local agreements, all RDW's would go onto the national conditions.

Another important function of the NJC is that it must nominate 8 members (4 from each side) of the National Dock Labour Board. Similarly, Port Joint Committees nominate the members of local Dock Labour Boards.

THE NATIONAL DOCK LABOUR SCHEME

In the inter-war period, voluntary registration schemes for dock workers were implemented with varying success in many ports, but none of them achieved the goals of controlling the number of men presenting themselves for work, and improving the pay and conditions of those who did find work.

Ernest Bevin, the "Dockers Q.C." was appointed Minister of Labour in the World War II government, and took the opportunity of compulsorily registering dock workers and employers, and introducing for the first time 'attendance' money, a guaranteed payment to men reporting but without work. To administer this scheme, a National Dock Labour Corporation and local boards were established, both on the principle of joint control between the employers and unions.

In 1946, employers and unions could not voluntarily agree to the terms for continuing the scheme, but under the Dock Workers (Regulation of Employment) Order 1947, a National Dock Labour Board and Scheme were created with effect from 1st July 1947, preserving the war-time principles.

The 1947 Scheme has continued ever since, although amended to some extent in 1960, 1961 and 1967 - the latter amendments led to decasualisation. The Dock Workers Regulation Act 1976 introduced significant changes and will be mentioned in more detail later.

One of the objectives of the 1967 Scheme was:

' to ensure greater regularity of employment for dock workers and to secure that an adequate number of dock workers is available for the efficient performance of dock work.' (see Footnote)

The scheme is administered by the NDLB, which consists of a Chairman, Vice-Chairman and 8 to 10 members, all appointed by the Minister after consultation with the National Joint Council for the Port Transport Industry, with 4 members nominated by NJC to represent employers and 4 to represent dock workers. In practice there has been more than 8 members, and the Board has maintained equal control by both sides.

More specifically, the functions of the NDLB are:-

- 1 - to ensure the full and proper utilisation of dock labour, in order to give speedy transit of cargo and rapid and economic turnround of ships.
- 2 - to regulate recruitment and discharge of dock workers, their allocation to and transfer between employers.

Footnote: The Dock Workers Employment Scheme 1967, Para.1(2).

- 3 - to give or withhold consent to the termination of employment of a dock worker by an employer.
- 4 - to determine and review the size of local registers, with regard to the circumstances of each port.
- 5 - to keep, adjust and maintain employers' registers, and to enter, remove or suspend any employer as required.
- 6 - to keep, adjust and maintain registers of dock workers and where required remove the name of any worker.
- 7 - to make provisions for the training and welfare of dock workers, including port medical services.
- 8 - to levy and recover from employers the cost of operating the Scheme.

At port level, most of these functions descend to the Local Dock Labour Boards, which themselves consist of equal numbers of employers' and workers' representatives, usually nominated by the Local Joint Port Committee and approved by the NDLB. It is usual for the Chairman to be drawn alternatively from each side. Particular functions of the local boards were to control and allocate supplementary and temporary unattached workers, to arrange inter-employer transfers on a daily basis according to demand, to run training and welfare facilities, and to administer the disciplinary procedure for both employers and employees. The last function gives the local Board the ability to uphold, amend or cancel any dismissal or suspension of a dock worker by an employer.

The 1947 and 1967 Schemes applied to 80 ports ranging in size from London to Porthleven and Portreath in Cornwall. The ports were included on the basis of their importance in 1947, since when many have declined, while ports such as Felixstowe have grown outside the Scheme.

The Scheme applies strictly to loading, unloading, movement or storage of cargoes in or "in the vicinity of" their ports.

CHRONOLOGY OF HISTORICAL REPORTS AND INQUIRIES

1825-1908	Labour under the London Dock Companies
1908	The Port of London Act
1912	The Liverpool Dock Scheme
1916	The Port Labour Committees
1919	The Roche Committee
1920	The Shaw Inquiry
1920-1923	The Unemployment Insurance Acts
1924	The Maclean Committee
1930-1931	The Maclean Committee
1931	The Departmental Committee of Inquiry in Port Labour
1932	The Royal Comm. on Unemployment Insurance
1937-1939	Decasualisation proposals
1940	Dock Labour (Compulsory Registration) Order 1940
1941	Mersey and Clyde Scheme
1941	Essential Work (Dock Labour) Order 1941
1941	National Dock Labour Corporation Limited
1945	The Evershed Award
1946	The Dock Workers (Registration of Employment) Act
1946	The Forster Inquiry
1947	The Cameron Inquiry
1947	The Hetherington Inquiry
1947	The Dock Workers (Regulation of Employment) Order
1947	The National Dock Labour Board
1951	The Leggett Inquiry
1954	The Evershed Inquiry
1956	The Devlin Inquiry
1962	The Rochdale Report
1964-1966	The Devlin Committee
1976	The Dock Work Regulation Act
1978	Draft Dock Labour Scheme

LEGISLATION: EMPLOYMENT OF DOCKWORKERS *

The London Dock Companies 1825-1908

The demand for dock labour during this period was both variable and intermittent, caused by a multiplicity of reasons:- conditions caused by season, weather or tide. Similarly, market forces and economic conditions both national and international led to the consequence that men offering themselves for the work had been a variable force. Some men followed the docks regularly while a large fluctuating group of other men sought dock work occasionally, particularly when employment was slack in their own trade.

The old London Dock Companies recognised the evils of the system of the 19th century and established the system of A, B and C men. The A men were permanent dockers on regular wages. The B men were first-choice casuals or 'preference' men. The C men were given tasks after the preference men, if required.

The Port of London Act 1908

The Act established the Port of London Authority, and replaced the Dock Companies.

The newly established Authority were instructed to:-

'take such steps as they think best calculated to diminish the evils of casual employment.'

As a result the system of A, B and C men continued.

* The following is a synopsis of Dock Labour Legislation compiled by Mr. J. Barrett who was a member of the NJC during the Devlin negotiations who kindly allowed me the use of it.

The Liverpool Scheme 1912

Under the scheme a number of port employers amalgamated and established a register of all regular men, giving them preference when work was available. Wages were centralised and paid weekly and the men's insurance cards were stamped.

The Port Labour Committees 1916

These were committees of the Board of Trade and secured registration of genuine dockers at U.K. ports so as to reserve them as necessary from military service in the 1914-18 war.

The Roche Committee 1919

Due to an increase in men seeking work at London Docks after World War I a committee was set up under Mr. Justice Roche who recommended the establishment of a Registration Scheme - the Port of London Registration Scheme.

The Shaw Inquiry 1920

After failure by dockers and employers at national level of increased pay, the matter was referred under the Industrial Courts Act, to a Court of Inquiry under Lord Shaw of Dunfermline. The inquiry's findings were:-

- a new daily wage of 16s.
- a recommendation that registration should be applied more widely.
- the dock industry should accept the responsibility for the maintenance of registered men both unemployed or underemployed.

The Underemployment Insurance Act 1920-1923

Dock workers were encompassed in these Acts, but required several amendments to frame a plausible rule as to continuity of employment. It was agreed that any three days or more of unemployment (not necessarily consecutive) occurring within a period of six consecutive days constituted a continuous period of unemployment.

The Maclean Committee 1924

As part of a new National Agreement signed in 1924, the Minister of Labour was invited by both parties to nominate an independent Chairman (Sir Donald Maclean) to preside over a Committee to seek improvements in registration and the implementation of the Shaw Report.

The Committee's findings were that:

- the registers be overhauled firstly.
- thereafter decasualisation be tackled.

The Maclean Committee 1930-1931

Finding the working of the Unemployment Insurance Acts wanting, a further committee under the chairmanship of Sir Donald Maclean was set up to investigate the possibilities of decasualisation; of which no result was achieved but registration was vastly improved. Central Call Stands and Surplus Labour Stands were introduced but in general the registers remained too large to afford employment to all the men.

The Royal Commission on Unemployment Insurance 1932

The survey urged that the Minister should take power to introduce a decasualisation scheme himself should voluntary agreement fail.

Decasualisation Proposals 1937-1939

The daily time wage of 16s conceded in 1920 (under the Shaw Inquiry) had by 1937 been eroded to 12s. The trade unions, concerned with the problem of under-employment, sought an increased rate to compensate for the lack of regular work.

An eventual wage increase of 1s per day was agreed as well as a joint effort to tackle the decasualisation problem afresh.

The employers formulation included:

- reduced registers
- a guaranteed minimum wage
- non-attendance at recognised calls to be penalised
- central reporting offices
- employers having Government assistance to finance the scheme
- holidays with pay
- weekly engagement men to be outside the scheme.

War-time Developments 1939

The Dock Labour Committee recommended that registration be established by Government Order, as surplus labour stands were revived at Liverpool, in an attempt to secure full use of all workers and labour mobility which failed as some employers were not subscribers to the registration scheme.

The Dock Labour (Compulsory Registration) Order 1940

Compulsory registration for the port industry was introduced in June 1940.

The Order required:

- a register of employers and port transport workers to be generated in all major ports.
- provision of suitable engagement points
- the restriction of employment to registered men.

Regional Port Labour Inspectors were appointed, assisted by Port Labour Officers (PLO's).

Dock Labour Schemes for Merseyside 1941

In 1941 all registered dock workers (RDW's) on Merseyside passed into the direct employ of the Minister of Transport. The Merseyside dockers had a guaranteed weekly minimum wage of £4-2-6d, and the registered employers became 'approved employers' within the scope of the Ministry. The scheme was extended to Clydeside shortly afterwards.

National Dock Labour Corporation Limited 1941

The Ministry of Transport in 1941 sought to introduce labour arrangements at all principle ports on an effective war footing.

The Joint Council produced a scheme whereby the normal working week was divided into 11 half-day 'turns' and every RDW who reported for work was to receive either his piece-work earnings or his time-rate earnings, or 5s 'attendance money' for every turn.

The National Dock Labour Corporation Ltd. was established to monitor the new wartime scheme and relieved employers of the direct payment of wages.

The Corporation had a National Board and Local Boards, both having equal representation of employers and workpeople.

Essential Work (Dock Labour) Order 1941

This order effectively introduced the National Dock Labour Scheme to all principle ports as of 15th September 1941, with the exception of the Clyde and Mersey ports.

The War Years 1941-1945

The provisional schemes of decasualisation as was applied during war time, brought to the docks more favourable and stable conditions. In 1944 the Government indicated to the industry that there should never be any return to casual working conditions and as a consequence requested the industry produce proposals for a permanent post-war scheme for the decasualisation of dock labour.

Amongst other things, the employers prepared scheme included such proposals as:-

- Control should not be exercised by one National Body, but by the statutory Port Authority in each major port.

The Port Authority would be the legal employer but when at work the men would be under the engagement to an approved 'operational employer'.

- A guaranteed fund which was to provide RDW's with a regular wage in the absence of work would be established and maintained in part by payment by the operational employers (by a mark up on their wage bills) and in part by increased dues on goods to be levied by the Port Authority.
- In recognition of their proposed new status as permanent employees on a guaranteed wage, RDW's should agree to a review of overtime rates, manning of gangs and introduction of mechanical aids.

The Evershed Award 1945

In 1945 the unions pressed a claim that would raise the daily time rate from 16s to 25s. Negotiations failed and led to the establishment of a Committee, under the chairmanship of Mr. Justice Evershed, to consider the matter.

They recommended 19s a day and this was accepted and applied from November 1945.

Dock Workers (Regulation of Employment) Act 1946

The Act became law on the 14th February 1946. It continued the war-time labour schemes until 1st July 1947.

The Forster Inquiry 1946

The unions failed to agree with the employers proposals regarding the provisional scheme towards decasualisation. They mainly objected to the proposed control by Port Authorities and to the conditions attached to the guarantee. Both sides sought assistance through the Ministry of Transport, which in turn appointed Sir John Forster, K.C. to hold an inquiry.

Forster recommended that:-

- (1) Decasualisation schemes should be administered by a National Joint Body through Local or Area Boards.
- (2) Port Registration Committees should be abolished and the registers be controlled by the National Board in consultation with the area boards. Reductions or increases to be carried out as necessary by the National Board.

- (3) Labour should be mobile within daily travelling distance. Transferability should be included in the schemes but deferred in practice until housing and billeting difficulties became less acute.
- (4) There should be a weekly guarantee and all earnings whatsoever should be set against it.

Hetherington Inquiry, June 1947

The Forster Inquiry left the actual details of the guarantee unfixed. The Minister appointed Sir Hector Hetherington and a Committee of four to consider the point.

Their findings were accepted by the industry with the amendment that the guarantee was fixed at £4-8-0d a week with weekend work earnings not counting against it.

The Cameron Inquiry 1947

Following an inquiry to examine the objections of the Minister of Transport's Scheme and Draft Order, a scheme emerged from the inquiry in the following manner:-

- (1) The objectives of the scheme are to secure an adequate number of dockers regularly employed.
- (2) The scheme covers the 83 principal ports in Great Britain.
- (3) A National Dock Labour Board administers the scheme.
- (4) There is a Local Dock Labour Board in each port.

- (5) Wages, conditions and holidays with pay shall be in accordance with current agreements both national and local.
- (6) A guaranteed minimum weekly wage shall be paid to registered men in accordance with National Joint Council agreements or the Minister's directions.
- (7) The National Board will obtain funds to operate the Scheme by requiring every employer to pay them a percentage levy calculated on the gross wages he pays to the men.

The Docks Workers (Regulation of Employment) Order 1947

This Order was established by the Minister of Transport on the 16th June 1947. The Order set up the National Dock Labour Board and the Scheme came into full operation at the end of that month.

The Leggett Inquiry 1951

The three years following the establishment of the NDLB, i.e. 1947-1950, four major strikes took place in London Docks. So serious was the position that a committee under the chairmanship of Sir Frederick Leggett, C.B. was appointed to investigate it.

The Committee's terms of reference were:-

'In view of the stoppages that have taken place in the London docks to investigate the problem fully with a view to reporting what steps can be taken to avoid further unofficial action.'

Attention was centred on the roles of the trade unions and unofficial movements, and the performance of the

1947 Dock Labour Scheme. The report did not recommend any basic changes to the scheme and argued that its misgivings were not the result of any basic defect in the scheme but rather that of defects in the operation and operating bodies of it.

The Evershed Inquiry 1954

Another major strike led to the appointment of a commission under the chairmanship of Mr. Raymond Evershed, M.P., to inquire into the circumstances and cause of the dispute.

Ostensibly the root of the dispute was caused by the 'overtime' clause of the Dock Labour Scheme (clause 8(5)) and its interpretation which required an RDW to work for such periods as are reasonable in his particular case.

The report added that to understand the overtime problem it was necessary to study past history and in this connection remarked that the Leggett Report of 1951 drew attention to the disorganising activities of the unofficial group known as the Port Workers Committee.

Transport Act 1962

This dissolved the BTC and created four separate Boards to take over its assets - British Railways Board, BTDB, British Waterways Board, London Transport Board, from the 1st January 1963. Section 1 (5) set out the constitution of the BTDB and section 9 the duty and powers of the Board. Sections 18 and 19 cover the main financial provisions. The Third Schedule sets out the harbours transferred to the BTDB.

The Rochdale Report 1962

Published only a month after the passing of the above Act this 'Committee of Inquiry into the Major Ports of Great Britain' 1962 Cmnd. 1824 under the chairmanship of Viscount Rochdale, has as terms of reference:-

' to consider to what extent the major docks and harbours of Great Britain are adequate to meet present and future national needs; whether the methods of working can be improved; and to make recommendations'. (see Footnote)

Attention was concentrated on 15 major ports:
Southampton - London - Bristol - Newport - Cardiff
- Swansea - Liverpool - Manchester - Glasgow - Grangemouth
- Leith - Newcastle upon Tyne - Middlesborough - Hull
and Immingham.

Some of the principal recommendations were:-

- (a) a review of the constitution and finances of major ports.
- (b) merging of pilotage and conservancy into port authorities.
- (c) fewer port labour employers and greater involvement of the port in cargo handling.
- (d) greater use of management techniques and training.
- (e) a non-operational National Ports Authority to be established to vet capital expenditure, consider appeals against port charges, formulate reorganisation schemes and generally promote the efficiency of the industry.

Footnote: The Report of the Committee of Inquiry into the Major Ports of Great Britain. HMSO Cmnd.1824, PI.

- (f) abolition of statutory control of port charges and improvement of profitability of ports, which are to be self-sustaining.
- (g) reorganisation of major ports into local or estuarial ports trusts, including the transfer of all BTDB ports to such trusts.

The Harbours Act 1964

This Act embodied the main principles recommended by the Rochdale Report and gave legal effect to:

- (1) the establishment, constitution and powers of a National Ports Council (in lieu of Rochdale's NPA).
- (2) a legal framework for Harbour Revision Orders and Reorganisation Schemes to assist the subsequent rationalisation of port ownership.
- (3) schemes for controlling the movement of ships in harbours.
- (4) repeal of statutory limits on certain port charges and establishment of rights of objection to charges.

On the various Reorganisation Schemes which followed this Act, four major ones affected the BTDB, one of which was that the Southampton Harbour Board was taken over on 1st July 1967.

The Reorganisation of the Ports (White Paper) 1969

This paper set out the Government's proposals for public ownership of all ports handling more than 5 million tonnes per annum, so 'nationalising' 10 existing port authorities, but also taking in the whole of the BTDB. A National Ports Authority (NPA) would be formed displacing both the NPC and BTDB.

with full responsibility for its ports, including a greater involvement in stevedoring. The NPA would establish subsidiary authorities to control ports or port groups, and these would have a large degree of autonomy in their own areas, while being subject to general policies and objectives laid down by the NPA. The National Dock Labour Board (NDLB) and local Dock Labour Boards would also be merged into the NPA but with provision for special Committees to continue the principle of joint control embodied in the NDLB.

Ports Bill 1969

This Bill set out the main proposals of the above White Paper with the exception of the dissolution of the NDLB. The Bill was abandoned in June 1970.

(Note: It still remains Labour Party policy to nationalise the port industry but no further Bills have been promoted to that effect).

Transport Act 1981

Dissolved the BTDB, and from 31st December 1982 created Associated British Ports Holdings PLC (a private company).

APPENDIX 7

Interview Questionnaire

INTERVIEW QUESTIONNAIRE:

DAY: _____

DATE: _____

PLACE: _____

TIME COMMENCED: _____

TIME COMPLETED: _____

RESPONDENT: _____

INTERVIEWER: _____

SECTIONS COVERED: _____

PI. SECTION I.

Section I concerns itself with those respondents that were on the shop stewards committee during the period that led to the Blue Book Agreement of 1970 and to the implementation of modernisation.

The interview commences when it is established that the respondent was on the shop steward committee during the period above.

Q. Were you on the shop steward committee when the Blue Book Agreement was implemented in 1970 ?

_____ NO.

Interview for this section (I) ceases.
Continue to Section 2.

_____ YES.

Commence interview of Section I.

PAGE 2.

SECTION I.

Q1.

The modernisation programme of 1967 to 1970 has been called a 'productivity package' whereby in return for the acceptance of modernisation and increased flexibility, certain gains could be made by registered dock workers.

Below is a list of different features. Please put them in order of importance as you saw it at the time of the Blue Book Agreement.

Severance payments. _____
Improved fringe benefits. _____
Increased earnings. _____
Ex gratia payments. _____
Greater leisure. _____
Other rewards. _____

ANY COMMENTS:

PAGE 3.

SECTION I.

Q2.

Bearing in mind again the modernisation programme and the Blue Book Agreement of 1970, listed below are a number of features that may have affected you personally.

Please put them in order of importance as you saw it at the time of the Blue Book Agreement 1970.

- Quantity of work. _____
- Nature of work. _____
- Working hours. _____
- Manning. _____
- Change of methods. _____
- Organisation of work. _____
- Responsibility. _____

ANY COMMENTS:

PAGE 4.

SECTION I.

The Devlin Committee reported in 1965 that certain aspects of the dock industry was caused by the 'casual system'.

The following questions are asked as you saw those aspects directly after the introduction of the 1970 Blue Book Agreement.

Q3.

Directly after the 1970 Agreement industrial relations in Southampton Docks were :-

POOR. _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q4.

Directly after the 1970 Agreement job security in Southampton Docks was :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

PAGE 5.

SECTION I.

Q5.
Directly after the 1970 Agreement had the degree of preferential treatment in Southampton Docks :-

INCREASED LARGE DEGREE	_____
INCREASED SMALL DEGREE	_____
REMAINED THE SAME	_____
DECREASED SMALL DEGREE	_____
DECREASED LARGE DEGREE	_____

COMMENTS:

Q6.
The Devlin Report stated that:- 'A full sense of responsibility requires recognition that..... to strike is the last resort and not the first reaction.'

Directly after the 1970 Agreement was your responsibility towards your employer:-

MUCH WORSE	_____
WORSE	_____
SAME	_____
IMPROVED	_____
MUCH IMPROVED	_____

COMMENTS:

PAGE 6.

SECTION I.

Q7.

The Devlin Report stated regarding casual management:-

'The only qualification for entry on the register of employers is a wish to employ dock labour.'

Directly after the 1970 Agreement was the structure of management :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

Q8.

Directly after the 1970 Agreement were the amenities in Southampton Docks:-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

PAGE 7.

SECTION I.

Q9.

The Devlin Committee investigated trade union difficulties with particular reference to inter-union relations and dissension.

Directly after the 1970 Agreement would you say that inter-union relations in Southampton Docks were:-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q10.

The Devlin Committee concerned itself with 'reasonable overtime'.

Directly after the 1970 Agreement would you say that over-time arrangements in Southampton Docks were :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

PAGE 8.

SECTION I.

QII.

Piece-rates were replaced by time-rates after decasualisation.
Would you say that the new pay structure brought about by
decasualisation was :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

QI2.

Casting your mind back to the Blue Book Agreement of 1970
would you describe it as a deal that was, at that time, as
being :-

VERY UNFAVOURABLE _____
UNFAVOURABLE _____
FAIR _____
FAVOURABLE _____
VERY FAVOURABLE _____

COMMENTS:

SECTION 2

PAGE 9.

SECTION 2.

Section 2 concerns itself with those respondents on the shop stewards committee during the period of negotiations leading to the South African and European Conference (SAECs) trade agreement in 1978, and also that sat on the committee during the 1981/82 disputes.

The interview commences when it is established that the respondent was on the shop steward committee during the period above.

Q. Were you on the shop steward committee when the SAECs Agreement was implemented in 1978, and also the 1981 18 month Agreement?

_____ NO. Interview for this Section (2) ceases.

_____ YES. Commence interview of Section 2.

PAGE 10.

SECTION 2.

As you know modernisation was established at Southampton Docks with the Blue Book Agreement of 1970. With that agreement came many radical changes to work practices.

If you were not on the shop steward committee during the modernisation programme of 1967/70 , you still would be aware of certain important elements relevant to Southampton Docks.

Furthermore, in May 1978 modernisation was extended at Southampton Docks when the South African trade was containerised (the SAECs Agreement.)

I would like to ask you questions about matters which may have been important to you personally at that particular time.

PAGE II.

SECTION 2.

QI.

Below is a list of different features. Please put them in order of importance as you saw it at the time of the South African container trade agreement of 1978.

Greater leisure. _____
Improved fringe benefits. _____
Severance payments. _____
Ex gratia payments. _____
Increased earnings. _____
Other rewards. _____

ANY COMMENTS:

PAGE 12.

SECTION 2.

Q2.

Bearing in mind again the South African trade containerisation negotiations of 1977/78, listed below are a number of features that may have affected you personally.

Please put them in order of importance as you saw it at the time of the South African (SAECs) Agreement 1978.

Responsibility	_____
Organisation of work	_____
Change of methods	_____
Manning	_____
Working hours	_____
Nature of work	_____
Quantity of work	_____

PAGE 13.

SECTION 2.

Q3.

When agreement to the South African container trade was reached in 1978, would you say industrial relations in Southampton Docks were :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q4.

At the same time would you say that job security in the port was :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

PAGE I4.

SECTION 2.

Q5.

At the same period again (I978) how would you view the problem of preferential treatment in the port:-

As having :-

INCREASED LARGE DEGREE	_____
INCREASED SMALL DEGREE	_____
REMAINED THE SAME	_____
DECREASED SMALL DEGREE	_____
DECREASED LARGE DEGREE	_____

COMMENTS:

Q6.

The Devlin Report stated that :- 'A full sense of responsibility requires recognition that..... to strike is the last resort and not the first reaction'.

At the time of the I978 SAECs Agreement was your responsibility to your employer :-

MUCH WORSE	_____
WORSE	_____
SAME	_____
IMPROVED	_____
MUCH IMPROVED	_____

COMMENTS:

PAGE 15.

SECTION 2.

Q7.

The Devlin Report stated regarding casual management:-

'The only qualification for entry on the register is a wish to employ dock labour.'

By the time of the SAECs Agreement 1978, would you say the effect on the structure of management was :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

Q8.

Would you describe improvements to your amenities at 1978 as being :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

PAGE 16.

SECTION 2.

Q9.

The Devlin Committee investigated trade union difficulties with particular reference to inter-union relations and dissension.

Referring to inter-union dissension, would you describe them by the conclusion of the SAECs Agreement 1978, as being:-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q10.

The Devlin Committee concerned itself with 'reasonable overtime'.

Would you say that the overtime arrangements at the conclusion of the SAECs Agreement 1978 were :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

PAGE I7.

SECTION 2.

QII.

Piece-rates were replaced by time-rates after decasualisation.

How would you describe the time-rate structure of payment at the conclusion of the SAECs Agreement 1978, as being :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

QI2.

By the conclusion of the SAECs Agreement 1978, would you describe the effects of the Blue Book Agreement as being :-

VERY UNFAVOURABLE _____
UNFAVOURABLE _____
FAIR _____
FAVOURABLE _____
VERY FAVOURABLE _____

COMMENTS:

SECTION 3

PAGE I8.

SECTION 3.

Section 3 concerns itself with those respondents on the shop steward committee during the period leading to the 18 month agreement of 1981 and also during the comparability problems 1982.

The interview commences when it established that the respondent was on the shop steward committee during the above period.

Q. Were you on the shop steward committee when the 18 month agreement was established and during 1982?

_____ NO. Interview for this section (3) ceases.
End of interview.

_____ YES. Commence interview of Section 3.

PAGE 19.

SECTION 3.

This is the final section and I would like to draw your attention to the disputes of 1981 and 1982 that took place at Southampton Docks.

I would like to ask you questions about matters that may have been important to you personally at that time.

Q1.

Below is a list of features. Please put them in order of importance as you saw it during the 1981/82 disputes.

Improved fringe benefits	_____
Greater leisure	_____
Ex gratia payments	_____
Severance payments	_____
Increased earnings	_____
Other rewards	_____

ANY COMMENTS:

PAGE 20.

SECTION 3.

Q2.

Regarding the dispute that place in I98I/82 , listed below are a number of features that may have affected you personally.

Please put them in order of importance as you saw it at the time of the disputes.

Working hours	_____
Quantity of work	_____
Change of methods	_____
Manning	_____
Nature of work	_____
Responsibility	_____
Organisation of work	_____

ANY COMMENTS:

PAGE 2I.

SECTION 3.

Q3.

By the conclusion of the 18 months agreement of 1981 would you say industrial relations in Southampton Docks were :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q4.

At the same period (1981) would you say that job security in the port was :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

PAGE 22.

SECTION 3.

Q5.

At the same period again (1981) how would you see the problem of preferential treatment in Southampton Docks - as having :-

INCREASED LARGE DEGREE	_____
INCREASED SMALL DEGREE	_____
REMAINED THE SAME	_____
DECREASED SMALL DEGREE	_____
DECREASED LARGE DEGREE	_____

COMMENTS:

Q6;

After the conclusion of the 1981 agreement was your responsibility towards your employer :-

MUCH WORSE	_____
WORSE	_____
SAME	_____
IMPROVED	_____
MUCH IMPROVED	_____

COMMENTS:

PAGE 23.

SECTION 3.

Q7.

By the conclusion of the 18 month agreement of 1981, would you say the structure of management was :-

MUCH WORSE _____

WORSE _____

SAME _____

IMPROVED _____

MUCH IMPROVED _____

COMMENTS:

Q8.

Directly after the 1981 agreement were the amenities in Southampton Docks :-

MUCH WORSE _____

WORSE _____

SAME _____

IMPROVED _____

MUCH IMPROVED _____

COMMENTS:

PAGE 24.

SECTION 3.

Q9.

Referring to inter-union dissensions, would you describe them by 1982 as being :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

Q10.

Would you say that the overtime arrangements by the conclusion of the 18 month agreement were :-

MUCH WORSE _____
WORSE _____
SAME _____
IMPROVED _____
MUCH IMPROVED _____

COMMENTS:

PAGE 25.

SECTION 3.

QII.

Piece-rates were replaced by time-rates after decasualisation.
By 1982 would you say the new pay structure brought about by
decasualisation was :-

POOR _____
BAD _____
FAIR _____
GOOD _____
EXCELLENT _____

COMMENTS:

QI2.

By the conclusion of the 18 month agreement 1981, would you
describe the effects of the Blue Book Agreement as being :-

VERY UNFAVOURABLE _____
UNFAVOURABLE _____
FAIR _____
FAVOURABLE _____
VERY FAVOURABLE _____

COMMENTS:

REFERENCES

CHAPTER 2

- (1) McKersie, R.B. and Hunter, L.C., Pay, Productivity and Collective Bargaining (1973), p.8.
- (2) Clegg, H.A., The System of Industrial Relations in Great Britain (1970).
- (3) Flanders, A., The Fawley Productivity Agreements (1964), p.13.
- (4) Ibid. p.238.
- (5) Ibid. p.89.
- (6) Farnham, D. and Pimlott, J., Understanding Industrial Relations (1972), p.412.
- (7) Phelps Brown, E.H., 'The Importance of Works Agreements', Personnel Management (March 1960).
- (8) Jenkins, P., in 'Limits of Exhortation' in New Society (22.09.65), p.435, analysed the trend of productivity since the end of World War II, and discusses in greater detail the effectiveness of different bodies and the goal of increased productivity. Some of the areas explored by Jenkins included: The Anglo American Council on Productivity 1948; the formation of the British Productivity Council and the 1957 Council on Prices, Productivity and Incomes.
- (9) T.U.C. 'Trade Unions and Automation' (1956), p.16.
- (10) T.U.C. 'Trade Unions and Technical Change' (1965), p.2.
- (11) Ibid. p.3.
- (12) Ibid. p.3.
- (13) Farnham, D. and Pimlott, 'Understanding Industrial Relations' (1972), p.412.
- (14) Allen, William, 'Is Britain a Half-Time Country?' (01.03.64) Sunday Times.
- (15) Jenson, V., Hiring of Dockworkers and Employment Practices in the Ports of New York, Liverpool, London, Rotterdam and Marseilles' (1964).
- (16) McKersie and Hunter, Op.cit.p.22.

- (17) Royal Commission on Trade Unions and Employers Associations, Cmnd.3623, 1965-68. (HMSO 1968) p.337. Appendix 4.
- (18) Ibid. Paragraph 1007, p.261.
- (19) BBC Publication, Conflict at Work (1971), p.85.
- (20) See article by Arthur Marsh "Employee Relations - 'From Donovan to Today'", Personnel Management, for an analysis of the subsequent impact created by Donovan.
- (21) Donovan Report, (1968) Paragraph 1038, p.265.
- (22) Walton, R.E. and McKersie, R.B., A Behavioural Theory of Labour Negotiations, (1965), p.86.
- (23) McKersie, R.B. and Hunter, L.C., Pay, Productivity and Collective Bargaining (1973).
- (24) Ibid. Chapters 2 and 3.
- (25) Ibid. p.25.
- (26) Cuthbert, N.H., 'Taking the Initiative in Productivity Bargaining', Management Decision (1967), Spring Edition.
- (27) Turner, H.A., Clack, G. and Roberts, G., Labour Relations in the Motor Industry, (1967), pp.98-99.
- (28) Phelps Brown, E.H., 'The Importance of Works Agreements', Personnel Management, (March 1960) pp.19-20.
- (29) Ibid.
- (30) British Journal of Industrial Relations, February to December 1963. See chronology.
- (31) Jenkins, Peter, 'Limits of Exhortation', New Society, (22nd September 1966), p.434.
- (32) BJIR, 1963-64 Chronology.
- (33) McDougall, Mary, 'Sharing the Productivity Cake', Personnel Management, (August 1969), p.23.
- (34) Killingworth, C., 'The Modernisation of West Coast Longshore Work Rules', Industrial and Labour Relations Review (April 1962), p.296.

- (35) Minutes of Evidence, Donovan Report (1968) pp.1644-1645.
- (36) Flanders, A., The Fawley Productivity Agreements (1964), p.238.
- (37) Schultz, George P., and McKersie, R.B., 'Stimulating Productivity: Choices, Problems and Shares', British Journal of Industrial Relations (1966).
- (38) HMSO, Cmnd.1626 (February 1962), Paragraph 7, p.4.
- (39) McKersie and Hunter (1973), Op.cit.pp.44-45, Table 2.3.
- (40) Ibid. p.44.
- (41) British Journal of Industrial Relations, Chronology 1963 to 1966.
- (42) McKersie, R.B., 'Productivity Bargaining: Deliverance or Delusion', Personnel Management, (1966), Industrial Relations Supplement, p.1.
- (43) Trist, Eric and Others, Organisational Choice (1967).
- (44) McKersie, R.B., Op. cit.
- (45) Donaldson, P., Illustrated Economics (1976), pp.100-102.
- (46) Ibid. p.99.
- (47) Winsbury, Rex, 'Probing the Productivity Pact', Management Today, November 1966.
- (48) Oldfield, F.E., New Look Industrial Relations, (1966). Oldfield maintained the role of consultant in the Mobil Agreements and was particularly aware of this 'integrative' approach.
- (49) Winsbury, Rex. Op. cit.
- (50) McKersie, R.B. Op. cit.
- (51) Donovan Report (1968), p.3. (see paragraph - 'Our Work').
- (52) Confederation of British Industry, Evidence to Royal Commission on Trade Unions and Employers Associations, (1965).

- (53) Ibid. Paragraph 91, p.21.
- (54) Ibid. Paragraph 112, p.24.
- (55) Trades Union Congress, Evidence to Royal Commission on Trade Unions and Employers Associations (1966).
- (56) The then FBI, BEC and Association of British Chambers of Commerce.
- (57) The Operation of the Board was set out in the White Paper, Machinery of Prices and Incomes Policy, February 1965 (HMSO Cmnd.2577) and outlined Government's scheme to establish incomes policy. Government, management and unions agreed to establish under Royal Warrant a National Board of Prices and Incomes, to replace the National Incomes Commission.
- (58) Prices and Incomes Policy, HMSO Cmnd.2639 (April 1965).
- (59) N.B.P.I. General Report (April 1965 to July 1966). HMSO Cmnd.3087.
- (60) McKersie and Hunter. Op. cit. p.56.
- (61) N.B.P.I. Report Number 23, 'Productivity and Pay During the Period of Severe Restraint'. HMSO (December 1966) Cmnd.3167, Paragraph 60, pp.21-22.
- (62) N.B.P.I. Report Number 36, 'Productivity Agreements'. HMSO (June 1967) Cmnd.3311, Paragraph 214, p.47.
- (63) Ibid. Paragraph 6, p.2.
- (64) N.B.P.I. Report Number 65, 'Payment by Results Systems'. HMSO (May 1968) Cmnd.3627.
- (65) McKersie and Hunter, Op. cit. p.64.
- (66) N.B.P.I. Report Number 23 (1966) Cmnd.3167, Op. cit. p.8.
- (67) Cliff, T., The Employers Offensive - Productivity Deals and How to Fight Them, (1970), p.9.
- (68) N.B.P.I. Report Number 123, 'Productivity Agreements' (August 1969). HMSO Cmnd.4136, p.3.

- (69) Cliff, T. Op. cit. p.10.
- (70) Report Number 123, Cmnd.4136 (1969).
- (71) McKersie and Hunter. Op. cit. p.89.
- (72) Report Number 123, Paragraph 133, pp.39-40.
- (73) Ibid. Paragraph 137.
- (74) McKersie and Hunter. Op. cit. p.96.
- (75) Farnham and Pimlott. Op. cit. pp.311-313.

CHAPTER 3

- (1) Minutes of Evidence 6, Donovan Report, (23rd November 1965). N. Sloan, Q.C., C.B.I. Witness, Paragraph 1150, p.258.
- (2) Minutes of Evidence 39, Donovan Report, June 1966. Esso Petroleum Company, Paragraph 6363, p.1676.
- (3) Ibid.
- (4) Dewdney, D., 'Productivity Bargaining and the National Interest'. Productivity Bargaining Symposium by the E.E.F. (March 1969), pp.22-23.
- (5) Ibid.
- (6) N.B.P.I. Report Number 123, Productivity Agreements, Cmnd.4136. HMSO (August 1969), Paragraph 105, p.30.
- (7) Ibid. Paragraph 104, p.30.
- (8) Dewdney, D., E.E.F. Symposium (1969) Op. cit.p.23.
- (9) N.B.P.I. Report Number 36, 'Productivity Agreements' HMSO (June 1967), Cmnd.3311, Paragraph 103, p.23.
- (10) Ibid. Paragraph 109, p.24.
- (11) North and Buckingham, Productivity Agreements and Wage Systems, 1967, pp.50-61. The authors examined the attitudes and expectations of employees when contemplating major workshop changes.
- (12) 'Study on Unions and Productivity Bargaining' Incomes Data Service (January 1970) p.1.

- (13) Ibid. Front leaf.
- (14) Ibid. p.3.
- (15) Ibid. P.10
- (16) Ibid. p.11.
- (17) Lascelles and Bullock, Dock Labour and Decasualisation, (1924). The authors examined a number of experiences intended to remedy the evils of casual labour.
- (18) Article in The Times (28th June 1947) p.4, describing reaction by Mr. Arthur Deakin, General Secretary of the TGWU.
- (19) Jackson, M., Labour Relations on the Docks (1973), p.39.
- (20) Hill, Stephen, The Dockers: Class and Tradition in London (1976), p.20.
- (21) Wilson, D.F., Dockers: The Impact of Industrial Change (1972), p.17.
- (22) Final Report of the Commission of Inquiry Under the Rt. Hon. Lord Devlin into certain matters concerning the Port Transport Industry, Cmnd.2734, HMSO (1965) Paragraphs 29-38, pp.12-16.
- (23) From transcript of a tape recording of Mr. J. Barrett, giving details of Southampton Docks for the Oral Study Society. Mr. Barrett was a National Joint Committee member at the time of the Devlin Inquiry.
- (24) Hill, Stephen. Op. cit. p.20.
- (25) Jackson, M., Op. cit. p.39.
- (26) Final Report Op. cit. p.4.
- (27) Report of a Committee to Inquire into the Operation of the Dock Workers (Regulation of Employment) Scheme 1947, HMSO (1956), Cmnd.9813, p.1.
- (28) Report of the Committee of Inquiry into the Major Ports of Great Britain (1962), Cmnd.1824, Paragraph 532.
- (29) Ibid. Paragraphs 333 and 335.
- (30) Ibid. Paragraph 527.

- (31) McKinsey & Co. Inc., Containerisation: The Key to Low-Cost Transport, 1967, p.1. The Report was published for the BTDB.
- (32) Ibid. p.2.
- (33) Ibid. pp.10-11.
- (34) Ibid. p.50.
- (35) Ibid. p.68.
- (36) The Economist (3rd August 1964) p.64. It was estimated that 9 container ships could replace 80 general cargo vessels.
- (37) Further economic support towards containerisation can be found in The Economics of Containerisation - K.M. Johnson and M.C. Garnett.
- (38) Shultz, G.P. and McKersie, R.B., 'Stimulating Productivity: Choices, Problems and Shares' British Journal of Industrial Relations (1966).
- (39) Final Report, Paragraph 247, p.91.
- (40) Shultz and McKersie. Op. cit. p.2.
- (41) Thomas Kennedy, Automation Funds and Displaced Workers, Harvard Business School (1962), pp.70-101.
- (42) 'Devlin: Buying the Book', New Society (12th August 1965), p.9.
- (43) Article by R. Dafter Financial Times (28th September 1971).
- (44) Larrowe, C.P., Harry Bridges (1972), p.355.
- (45) Ibid. p.387.
- (46) Jackson, M. Op. cit. p.77.
- (47) Wilson, D.F. Op. cit. p.172.
- (48) Final Report. Op. cit. p.11.
- (49) Ibid. p.1.
- (50) Ibid. p.2.
- (51) This directive became known as the Crichton-Cousins Accord.

- (52) Final Report. Op. cit. p.3.
- (53) Ibid. p.7.
- (54) Ibid. p.8.
- (55) Ibid. p.8.
- (56) See Appendix for Southampton piece rates.
- (57) Final Report. Op. cit. p.24.
- (58) Ibid. p.33.
- (59) For a further account of this dispute see D.F. Wilson's 'Dockers: The Impact of Industrial Change' (1972), pp.177-180.
- (60) Ibid. p.177.
- (61) Jackson, M. Op. cit. pp.84-85.
- (62) Final Report. Op. cit. p.125
- (63) Wilson, D.F. Op. cit. p.177.
- (64) Final Report. Op. cit. p.126.
- (65) Wilson, D.F. Op. cit. p.177.
- (66) 'The Significance of Devlin', New Society (12th August 1965), p.47.
- (67) Report of the Committee of Inquiry under Lord Devlin into the Wages Structure and Level of Pay for Dock Workers. HMSO Cmnd.3104 (October 1966), p.3.
- (68) Final Report. Op. cit. p.83.
- (69) Government Statement on the Devlin Report (3rd October 1966).
- (70) Cmnd.3104. Op. cit. p.9.
- (71) Ibid. p.9.
- (72) As well as the district secretary of the TGWU having experience in the Fawley negotiations, Southampton dockers were represented at National level by Mr. Jim Barrett, who was at that time a member of the National Modernisation Committee.

- (73) Report to the Minister of Labour by the Independent Members of the National Modernisation Committee for the Port Transport Industry (30th June 1967), Paragraph 5.
- (74) National Modernisation Committee for the Port Transport Industry: Guidelines for Local Productivity Negotiations (18th February 1969) p.1.

CHAPTER 4

- (1) NJC Policy Directive to all Local Joint Committees (October 1961).
- (2) Wilson, D.F., Dockers: The Impact of Technical Change (1972), p.159.
- (3) NJC Policy Directive (1961). Op. cit.
- (4) Wilson, D.F., Op. cit. p.160.
- (5) Report to Minister of Labour by the Independent Members of the National Modernisation Committee for the Port Transport Industry, 1967. p.41.
- (6) Wilson, D.F., 'Port Modernisation Proves Itself in Southampton', Financial Times, 13th April 1971.
- (7) 'Port Workers and Containerisation', Southampton Port Bulletin No. 1 (SPB), 7th November 1969.
- (8) SPB No. 1. Ibid.
- (9) Ibid.
- (10) 'Dockers on a String', Southampton Port Bulletin No. 4, 16th January 1970.
- (11) Interview, 6th August 1984.
- (12) 'Parity: The Only Answer', Southampton Port Bulletin No. 3, 20th December 1969.
- (13) 'What's This About Parity?', Southampton Port Bulletin No. 6, February 1970.
- (14) SPB No. 2. Op. cit.
- (15) Joint Modernisation Working Party, 24th November 1969.
- (16) Joint Negotiating Sub-Committee, 24th April 1970.

- (17) Joint Negotiating Sub-Committee, 4th June 1970.
- (18) J.N.S.C., 24th November 1969.
- (19) J.M.W.P., 5th November 1970.
- (20) Liaison Committee, 3rd December 1970.
- (21) J.M.W.P., 24th November 1969.
- (22) Report of a Sub-Committee concerning Operators at the Container Berth in the Port of Southampton.

CHAPTER 5

- (1) Solent Container Services Publication (1980).
- (2) National Port Council Bulletin (1977) p.32.
- (3) Ibid. p.32.
- (4) Ibid. p.2.
- (5) Flanders, A., What is Wrong With the System (1966), p.46.
- (6) Local Modernisation Committee (LMC) meeting, 31st January 1977.
- (7) LMC meeting, 3rd March 1977.
- (8) LMC meeting, 9th March 1977.
- (9) LMC meeting, 4th July 1977.
- (10) Letter to Solent Container Services Limited from Department of Employment, in answer to clarify the pay criteria required for computer staff (10th July 1977).
- (11) Ibid.
- (12) British Journal of Industrial Relations, 1978, p.110.
- (13) Ibid. p.115.
- (14) Pears Cyclopedia 94th Edition, Economic Events section, p.G67.
- (15) Ibid. p.67.
- (16) LMC meeting, 9th September 1977.

- (17) LMC meeting, 19th September 1977.
- (18) LMC meeting, 26th October 1977.
- (19) LMC meeting, 9th November 1977.
- (20) LMC meeting, 9th January 1978.
- (21) LMC meeting, 9th February 1978.
- (22) The Daily Telegraph (2nd September 1978), p.2.
- (23) Ibid.

CHAPTER 6

- (1) The Guardian (13th September 1980), p.9.
- (2) See 'Containerline Performance and Service Quality', University of Liverpool Maritime Transport Centre (29th July 1980).
- (3) Lloyds Lists (23rd June 1980)
- (4) National Ports Bulletin No. 16 carried out a case study at unnamed U.K. ports by consultants, Modern Materials Management.
- (5) Lloyds Lists (7th April 1980), p.1.
- (6) 'More Moves for Ports but Slower Growth', Containerisation International, (December 1980), p.25.
- (7) Management Today (December 1980), p.68.
- (8) Interview (6th June 1984).
- (9) Meeting of Local Modernisation Committee (LMC) and Southampton Port Employers Association, 10th September 1980.
- (10) LMC meeting, 13th October 1980.
- (11) LMC meeting, 20th October 1980.
- (12) Ibid.
- (13) LMC meeting, 8th December 1980.
- (14) LMC meeting, 9th January 1981.

- (15) LMC meeting, 21st January 1981.
- (16) Ibid.
- (17) LMC meeting, 2nd February 1981.
- (18) Ibid.
- (19) Ibid.
- (20) Management Today, December 1980, p.66.
- (21) LMC meeting, 18th February 1981.
- (22) LMC meeting, 23rd February 1981.
- (23) Ibid.
- (24) LMC meeting, 5th March 1981.
- (25) Southern Evening Echo (10th March 1981), p.1.
- (26) Letter issued to RDW's by management, 12th March 1981.
- (27) Southern Evening Echo (14th March 1981), p.1.
- (28) TGWU telex, 17th March 1981.
- (29) Southern Evening Echo (17th March 1981).
- (30) Southern Evening Echo (18th March 1981).
- (31) The Dock Workers Employment Scheme 1967, Clause 9(2) (a).
- (32) From a copy of a precis of events drafted by South Coast Dock Labour Board for use at National Level.
- (33) The Dock Workers Employment Scheme 1967, Clause 8(5) (a).
- (34) Local Dock Labour Board draft report.
- (35) Southern Evening Echo (28th March 1981).
- (36) Ibid.
- (37) Letter from NDLB to Southampton Docks Port Director.

- (38) Southern Evening Echo (29th October 1982), p.64.
- (39) Southern Evening Echo (30th March 1981).
- (40) From transcript of the dispute by Henry Williams (Southampton RDW).
- (41) LMC meeting, 1st April 1981.
- (42) Southern Evening Echo (3rd April 1981).
- (43) LMC meeting, 9th April 1981.
- (44) Southern Evening Echo (24th April 1981).
- (45) Letter from local Docks Officer to King's Lynn District Docks Secretary (22nd June 1981).
- (46) Southern Evening Echo (29th April 1981).
- (47) LMC meeting, 1st April 1981.
- (48) LMC meeting, 18th May 1981.
- (49) LMC meeting, 29th June 1981.
- (50) Ibid.
- (51) LMC meeting, 1st July 1981.
- (52) LMC meeting, 13th July 1981.
- (53) Ibid.
- (54) Southern Evening Echo (14th July 1981).
- (55) Southern Evening Echo (17th July 1981).
- (56) Southern Evening Echo (18th July 1981).
- (57) Interview, 10th November 1983.
- (58) Lloyds List (21st July 1981).
- (59) Southern Evening Echo (21st July 1981).
- (60) Minutes of Meeting, 9th March 1981.
- (61) Minutes of Meeting, 16th March 1981.
- (62) Ibid.
- (63) Ibid.

- (64) Minutes of Meeting, 31st March 1981.
- (65) Minutes of Meeting, 3rd June 1981.
- (66) Minutes of Meeting, 8th June 1981.
- (67) Ibid.
- (68) Minutes of Meeting, 16th July 1981.
- (69) LMC meeting, 4th August 1981.
- (70) 1942 Agreement of Dock Work Exemption for Checkers (Railway Agreement).
- (71) Interview, 17th October 1983.
- (72) Interview, 17th October 1983.
- (73) Memorandum of an Agreement between British Transport Docks Board and National Union of Railwaymen, in respect of Employment of Dock Checkers at 204/5/6 Berths.
- (74) Minutes of Meeting, 9th March 1981.
- (75) Minutes of Meeting, 16th March 1981.
- (76) Lloyds Lists, 21st July 1981.
- (77) LMC meeting, 4th August 1981.
- (78) LMC meeting, 3rd September 1981.
- (79) Southern Evening Echo (18th September 1981).
- (80) Southern Evening Echo (23rd September 1981).
- (81) Southern Evening Echo (2nd October 1981).
- (82) Southern Evening Echo (9th October 1981).
- (83) LMC meeting, 16th October 1981.
- (84) Southern Evening Echo (27th October 1981).
- (85) LMC meeting, 23rd October 1981.
- (86) Southern Evening Echo (3rd November 1981).
- (87) Minutes of Meeting held at Town Quay Offices (7th December 1981).

- (88) Ibid.
- (89) Southern Evening Echo (28th November 1981).
- (90) Ibid.
- (91) Southern Evening Echo (30th November 1981).
- (92) LMC meeting, 4th January 1982.
- (93) Ibid.
- (94) Southern Evening Echo (12th December 1981).
- (95) Southern Evening Echo (20th January 1982).
- (96) Memorandum of Agreement between the British Transport Docks Board, The Checkers' Branch of the National Union of Railwaymen and The Transport and General Workers Union 2/28 Branch (Southampton Dockers).
- (97) Ibid.
- (98) LMC meeting, 19th January 1982.
- (99) Southern Evening Echo (15th January 1982).
- (100) Letter from management to Docks Officer (TGWU) 14th January 1982.
- (101) Minutes of Meeting, 15th January 1982.
- (102) LMC meeting, 19th January 1982.
- (103) Minutes of Meeting, 21st March 1982.
- (104) Memorandum of 20th April 1982.
- (105) Document of BTDB Proposed Working Arrangements for TGWU Foremen and RDW Leading Hands, Port of Southampton (27th April 1982).
- (106) Minutes of Meeting, 19th April 1982.
- (107) Minutes of Liaison Committee Meeting, 23rd April 1982.
- (108) Southern Evening Echo (4th May 1982).
- (109) Interview, 17th June 1984.
- (110) Southern Evening Echo (8th May 1982).

- (111) Letter to the foremen's District Officer from BTDB management (10th May 1982).
- (112) Memorandum of Agreement between 2/28 RDW's Branch and 2/206 Foremen's Branch and the British Transport Docks Board (20th May 1982).
- (113) Ibid.
- (114) Ibid.
- (115) International Freight Weekly (7th April 1982).
- (116) Freight News (25th June 1982) p.2.
- (117) Sissons, Keith, 'Changing Strategies in Industrial Relations', Personnel Management (November 1984).
- (118) Freight News (25th June 1982), p.2.
- (119) Ibid.
- (120) Ibid.
- (121) Ibid.
- (122) Ibid.

CHAPTER 7

- (1) Hill, S., The Dockers: Class and Tradition in London (1976).
- (2) Topham, T., Op. cit. p.113.
- (3) See Stephen Hill for the change in role of foremen in London Docks.